



Document U-08

October 14, 2017

UNION PROPOSALS

Final Offer for Settlement

Without prejudice

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff (the "Union")

And

The College Employer Council (the "Employer")

The Union proposes the continuation and renewal of the current provisions in the collective agreement (including relevant Schedules, Letters of Understanding, Memoranda of Agreement or Settlement, Appendices and Letters of Agreement or Understanding, Classification Plans), with the exception of the following modifications, as well as modifications contained in forthcoming proposals;

The following Union proposals are tabled without prejudice. Further the Union reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective October 1, 2017.

It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement. It must also be expressly understood that the Union may be tabling further proposals.

MEMORANDUM OF SETTLEMENT

("The Agreement")

College Employer Council (the Council)
(For Colleges of Applied Arts and Technology)

("the Employer")

- and -

Ontario Public Service Employee's Union
(For Academic Employees)

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Academic Employees Collective Agreement as amended by all items agreed to in bargaining. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit. The ratification process will be completed by both parties on or before _____, unless agreed otherwise.
2. The renewal of the Academic Employees Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 30st day of September 2020.
3. The parties agree to meet to determine additions and/or deletions to the arbitrators in Article 32.03 B and agree that the list will be no less than twenty (20) names and will include Francophone arbitrators. It is understood that the list will be finalized by October 31, 2017,
4. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective October 1, 2017.
6. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary.
7. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
8. All issues in dispute are hereby withdrawn

Dated at Toronto, this _____ day of _____ 2017.

For the Union:

For the Employer:

**Article 13
COPYRIGHT AND ACADEMIC FREEDOM**

13.01 [existing language]

Academic Freedom

13.02 Every employee is entitled to exercise Academic Freedom in the performance of his/her duties. However, it is recognized Academic Freedom must be exercised responsibly and within the limits of relevant legislation.

Defines the specific faculty rights that academic freedom entails. Reflects language in other Canadian colleges.

13.03 People benefit from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member.

13.04 Academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures:

- (a) Freedom in the conduct of teaching and the performance of duties;**
- (b) Freedom in undertaking research and publishing or making public the results thereof; and**
- (c) Freedom from institutional censorship.**

Affirms faculty ability to make academic decisions about their courses.

**Article 26
PARTIAL-LOAD EMPLOYEES**

26.10 Job Security

26.10 A [existing language]

[replace 26.10 B through D with the following]

26.10 B All partial-load employees shall be given notice of their work assignments for the academic year. All contracts shall be issued no later than 3 weeks prior to the start date on the contract.

Enhances partial-load job security and requires the college to issue contracts earlier, while retaining flexibility.

26.10 C Each academic year or equivalent (10 months) of on-the-job experience shall entitle the member to an additional step in the salary schedule. *Clarifies progression on salary schedule and reflects all work done during academic year.*

**Seniority
[NEW]**

26.10 D Seniority is retained for a period of three (3) years following the termination of the last contract, and will be posted according to Art. 27.04 A. Any member with seniority credits shall retain their rights under the collective agreement. *Enhances seniority for partial-load faculty.*

26.10 E Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to **shall offer a right of first refusal to any** current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment **and who are qualified to teach the courses making up that contract.** if the following conditions are met:

- (i) ~~The partial load employee must have previously been employed as a partial load employee for at least 8 months of service as defined in 26.10 C within the last 4 academic years, and~~
- (ii) ~~The partial load employee must have previously taught the courses that form the new partial load assignment.~~

If more than one partial-load employee exercises their right of first refusal to a contract, the contract shall be offered to the candidate with the greater seniority. In cases where the candidates have equal seniority, the contract shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, the promotion of equity and diversity shall take precedent.

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.

Clarifies role of seniority in assigning work to partial-load faculty and improves language on equity and diversity in hiring.

CLASSIFICATION DEFINITIONS FOR

POSITIONS IN THE ACADEMIC BARGAINING UNIT

(to be used in conjunction with the Job Classification Plans for positions in the Academic Bargaining Unit.)

CLASS DEFINITION

PROFESSOR

Under the direction of the senior academic officer of the College or designate, a Professor is responsible for providing academic leadership and for developing an effective learning environment for students.

Updates definition to be in line with other class definitions.

[NEW]

[Date of ratification]

Letter of Understanding – Re: Faculty Complement

The Union and the College Council agree that students enrolled in the Ontario Colleges of Applied Arts and Technology benefit from a stable complement of full-time faculty.

Establishes a ratio of full-time to non-full-time faculty that ensures stability and flexibility.

Further, the parties agree that quality education requires full-time Librarians and Counsellors at each college to support student success.

Therefore, both parties agree to the following:

- **That the Collective Bargaining Information Service (CBIS) compile annual staffing lists and they be adopted as the agreed basis on which faculty complement will be calculated. These lists shall be compiled, and accurate staffing data produced on the total number of full-time, partial load, sessional, and part-time faculty at each college, and system-wide. This data shall be produced by November 1st of each year and shall incorporate the number of retirements that have occurred each year by August 31st, as indicated by the CAAT Pension plan.**
- **That the minimum ratio of full-time to non-full-time faculty positions (non-full-time constitutes all partial load, sessional, and part-time faculty) at each college be established at 50-50 by the expiry of this current collective agreement. Colleges that already exceed this minimum ratio as of September 30th 2017, will maintain the ratio as of that date.**
- **That, having established a ratio of 50-50 full-time to non-full-time that the level of non-full-time not exceed this ratio.**

Standardized data collection with the assistance of the Ministry of Labour to ensure consistent and accurate staffing level information.

- **Any grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to September 30, 2017 to assist in establishing a breach of either of those Articles.**
- **That no college program or academic service shall be delivered in or from Ontario, in whole or in part, by any other party, including subsidiaries of a college.**

Transition language related to the ending of moratorium.

**Letter of Understanding [NEW]
[Date of ratification]
Re: Fair Workplace, Better Job Act, 2017 (Bill 148 Issues)**

Accept The Council's proposal.

Within 30 days of Bill 148 becoming law, the parties will meet to negotiate consequential adjustments to the Collective Agreement language.

Adopt a timeline for adjustments.

Should the parties fail to agree on the adjustments within one year of Bill 148 becoming law, either party can request that any outstanding issues be submitted to an arbitration board composed of a neutral Chair and a nominee for each party. Failing agreement on a Chair, the parties will request that the Ministry of Labour appoint the Chair.

**[New Letter of Understanding]
[Date of ratification]**

Re: Counsellor Class Definition

Accept The Council's proposal.

The parties agree to strike a Committee to review the class definition of Counsellors under the Collective Agreement and report back to the parties prior to the expiry of the Collective Agreement commencing October 2017.

Establishes a committee to update definition to reflect current practices, realities and legislation for counsellors.

Funding for the Committee, including costs associated with research and consultation as may be mutually agreed, shall be shared equally by the parties.

This Committee shall be composed of three representatives of the Union and the Council respectively.

The College will be reimbursed for time spent by the Union representatives on the Committee in accordance with Article 8.02.

New Letter of Understanding]
[Date of ratification]

Re: Pregnancy and Parental Leave

In the event the *Employment Standards Act, Ontario* is amended to provide an extension to parental leave, the parties will attempt to agree on changes to Article 22.

Allows for updating of leave language to reflect changes in legislation.

Letter of Understanding
Original: September 23, 2014
Re: Intellectual Property

The parties agree to discuss intellectual property at EERC. This discussion will commence within one year of the **ratification of this** Collective Agreement **becoming effective.**

Agree to The Council's proposal.

MONETARY PROPOSALS

Article 14

SALARIES

Compensation Adjustments:

(ATB = across-the-board to all salary steps)

- Year 1 – 2.00% (October 1, 2017)
- Year 2 – 2.00% (October 1, 2018)
- Year 3 – 2.00% (October 1, 2019)
- In year two (2) of Collective Agreement remove bottom step from each of the salary grids and add a step to the top of each grid.

Article 19

OTHER INSURANCE PLANS

Add Social Workers and Psychotherapists to Paramedical Coverage

Agreed

Extended Health Plan

19.01 A The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of **\$2000**.

Agreed

Definition of dependent(s)

Change the definition of dependent(s) in the contract and the booklet to read:

Your eligible dependent(s) are your spouse/partner, your children and your spouse/partner's children. Eligible children include adoptive children during the adoption probationary period, but exclude foster children. Dependents must be residents of Canada and/or the United States.

Comment/Rationale:

This is a no-cost item that has a significant impact on the quality of their home life and the health of their adopted child.

Retiree Life Insurance

Academic employees, upon retirement, shall be provided the option to select either the current Academic Life Insurance option, or the Life Insurance option available to CAAT Support and Administrative employees, at the respective insurance premium rates for their option.

Comment/Rationale:

This is a no-cost option to the employer. It maintains the current life insurance benefit and rate structure for the Academic group, but allows an Academic retiree an additional option of having life insurance coverage beyond age 75 on the same basis as Support and Administrative retirees.