

New CAAT-Academic Collective Agreement FAQ

From the OPSEU CAAT-A Bargaining Team

On Sept. 23, Arbitrator William Kaplan issued an award that set out our new Collective Agreement (CA), which will govern our working conditions until September 30, 2024. The award was determined by William Kaplan after the CEC at long last agreed to binding interest arbitration in order to avoid a strike.

You can read the award here: <https://opseu.org/wp-content/uploads/2022/09/OPSEU-CEC-Award.pdf>

You can read a comprehensive explanation of what is included in the new Collective Agreement here: https://opseu.org/wp-content/uploads/2022/09/2022-09-CAAT-A-bulletin_eng-a.pdf

This award contains several meaningful improvements to our Collective Agreement, most notably in areas of equity, Indigenization, and Partial-Load. No less importantly, we achieved these gains without any of the concessions that management had tabled throughout the process of bargaining. This outcome was made possible only by the engagement and conviction of CAAT-A members.

On Sept. 30 and Oct. 3, the faculty bargaining team held two Town Halls to discuss the details of the new Collective Agreement. Over 1,500 faculty members attended the two meetings.

The following is a list of some of the more Frequently Asked Questions by the attendees:

When will the whole Collective Agreement be available, in printed or electronic format?

Right now, the document provided by Arbitrator Kaplan identifies changes to the existing language of the Collective Agreement. You can read the new/changed language at <https://opseu.org/wp-content/uploads/2022/09/OPSEU-CEC-Award.pdf>. Any articles that are not included in Kaplan's award would be unchanged from the previous Collective Agreement. A complete version of the new Collective Agreement is unlikely to be available in either print or electronic format until the new year.

When is the new CA in effect?

The new CA is currently in effect.

The previous Collective Agreement ended last September. Will we receive any back pay?

The 1% salary increase for the 2021-22 academic year was already retroactively applied in December to the date of October 1, 2021 (the first day following the expiry of our last Collective Agreement).

Why didn't we get Cost of Living Adjustments to our salary?

Faculty received the maximum monetary increase currently permitted by Ontario law: A 1% increase in salary and benefits for each of the years 2021-22, 2022-23, and 2023-24. If

Arbitrator Kaplan had given a greater increase than that for any year – whether in the form of rate increases or additional steps – Bill 124 gives the Minister the right to nullify that settlement.

We were also granted language that explicitly gives us the right to resume salary negotiations, in the event that Bill 124 is changed by the government or struck down by the courts.

I hear the Union is challenging Bill 124 in the courts?

OPSEU is one of many unions currently challenging the constitutionality of Bill 124, claiming that it violates the right to collectively bargain, freely. Arguments by unions and by the government were presented in September; the Court's decision is expected in 2023.

What's the status of benefits like dental implants?

Kaplan determined that faculty were entitled to a 1% monetary increase, which would include a 1% increase in benefits. While the parties don't yet agree on the precise amount of the available "remainder" that hasn't yet been allocated, we expect that there should be sufficient money available to cover medically-prescribed cannabis and/or to cover a fraction of dental implant costs. We intend to obtain a final determination on this issue as soon as possible, and Arbitrator Kaplan remains seized if the parties are unable to agree.

The new Collective Agreement includes a Workload Task Force. Task Forces have been cancelled or ignored in the past: How will this one be different?

Our new CA does include a Task Force. It is the first one in our history that will address workload issues of partial-load faculty, counsellors, and librarians.

The effectiveness of previous forces has indeed varied considerably. In the 1980s, a workload task force was responsible for the advent of the SWF. In 2009, a Workload Task Force advocated some important changes to improve collegial decision-making, but we as a Union voted to accept a Collective Agreement that failed to include these improvements. In 2017, a provincewide task force dealing with many important aspects of the College system, including staffing complement and intellectual property.

The 2017 task force included the Ministry as a participant, and it was cancelled by the Ford government immediately upon taking office. That cancellation is currently the subject of a Charter challenge in the courts, since we had won it as the result of an arbitral award. Since the new Workload Task Force involves only the Colleges, the Union and a neutral chair – not the Ministry – we do not believe that the Ministry would be in a position to cancel it.

Will the Workload Task Force's recommendations be binding?

No. The Task Force will publish its recommendations by February 1, 2024 – eight months before the expiry of the Collective Agreement. Those recommendations will then inform the parties' proposals in the next round of bargaining. As in 2009, we expect the Employer to propose changes to the Collective Agreement that correspond to recommendations that benefit the Employer; it will be up to us as a faculty union to work together to insist upon incorporating any recommendations that benefit faculty and students.

Full-Time faculty have been granted the right to time to adapt courses into more than one mode of delivery. What is considered a sufficient amount of time for adaptation?

A Letter of Understanding in the new CA indicates that the manager and the faculty member should agree upon an amount of time for this work to go on the SWF, when the member needs to adapt courses “for simultaneous delivery in multiple modes to the same section of students”. If no agreement is reached, the full-time faculty member may refer their SWF to the Workload Monitoring Group and, ultimately, a designated Workload Resolution Arbitrator who will resolve all such disputes, provincewide.

While the amount of time required to adapt a course from single mode (like in-person or online) depends on factors that each faculty member is likely to best understand, as a benchmark, we note that one arbitrator previously concluded that 5 additional hours on the SWF was an appropriate amount of time to adapt an in-person course into a single different mode (online).

The language of this award only addresses the work associated with *adapting* a course into multi-modal. However, full-time faculty are explicitly permitted to turn to the Workload Monitoring Group and Workload Resolution Arbitrator in order to ensure that they receive sufficient time weekly to prepare and teach *any* classes, including multi-modal ones.

Are Partial-Load faculty entitled to recognition of the work associated with adapting courses into different modes or multiple modes?

Since the Letter of Understanding in the Kaplan Award only refers to time on the SWF, it does not immediately apply to Partial-Load faculty. However, we believe that there is nothing preventing a PL faculty member from consulting with their manager and ensuring that they are compensated for the recognized labour associated with adapting their existing course materials. We believe that this would be an appropriate way for the Colleges to demonstrate their stated interest in equitable treatment of faculty.

Are PL now entitled to 12 teaching hours weekly?

According to the new CA, when PL faculty sign up for the PL registry, they will specify the maximum number of hours (up to 12) that they wish to work. When a manager determines the need to hire Partial-Load faculty to teach courses, registered PL faculty who have the most service shall be entitled to the maximum number of hours, with priority over any course that they have taught before.

I’m told that this CA gives Partial-Load faculty the right to bridge benefits. Didn’t we always have the right to bridge benefits?

Partial-Load faculty have had the right to pay to bridge their benefits during gaps between contracts, if they had a signed contract in hand prior to that gap. The new CA language makes it easier for partial-load faculty to bridge their benefits, requiring only a written agreement of future employment (like, for example, acceptance of an e-mailed offer of future employment).

Intellectual Property was a major bargaining issue. What happened with it?

The new CA extends an already-existing subcommittee on IP. Aside from that, our Intellectual Property rights are not changed by the new Collective Agreement: We maintain all rights granted under the federal *Copyright Act*, including but not limited to any applicable “moral rights” over the use of our work and our rights over the performance of our class lectures.

What is the status of the unionization effort for Part-Time and Sessional faculty?

In 2017, part-time and sessional faculty at Ontario’s 24 public colleges voted on whether to unionize. Since then, the College Employer Council has engaged in various legal tactics to prevent the ballots from being counted. One of those tactics was to file objections to a large number of eligible voters. Almost all of those objections have been resolved over the course of recent years, and we expect the ballots to be counted well before our new Collective Agreement expires.