



COLLEGE
EMPLOYER
COUNCIL

CONSEIL DES
EMPLOYEURS
DES COLLÈGES



Academic Bargaining 2024

CEC Response to OPSEU's U5 & U6 Non-Monetary Proposals & M4 Counter- Proposal

Presented by:

The College Employer Council

(on behalf of the Colleges of Applied Arts and
Technology)

To:

The Ontario Public Service Employees Union
(for CAAT Academic Employees)

September 10, 2024

27.02 A 1 & 27.02 B

CEC does not agree with these proposals

Teachers who are hired mid-year (e.g. January) but have a vacation period starting in July would have less than 10 months of teaching time upon which to be assessed by the College. Furthermore, Counsellors and Librarians often choose to take their vacation in non-contiguous days, so they may also have less than 10 months of work upon which to be assessed.

27.02 D

CEC does not agree with this proposal

OPSEU's proposal is too restrictive. It is our view that the current language is sufficient.

27.02 E

CEC accepts OPSEU's proposed change from "will" to "shall"

A probationary employee may be released upon at least 30 calendar days' written notice or pay in lieu thereof. If requested by the employee, the reason for such release ~~will~~ **shall** be given in writing.

27.05

CEC does not agree to this proposal

Ensuring the fiscal sustainability of Colleges is one of management's primary responsibilities. Economic viability supports employment stability. You cannot have one without the other.

27.06 A

CEC does not agree to this proposal

Switching (iv) and (v) is inconsistent with the cascading nature of the bumping provisions.

27.11 A

CEC accepts the proposed change from "will" to "shall"

Notice **shall** ~~will~~ be posted in the College of all vacancies of full-time positions in the bargaining unit. Such notice will be posted for at least five working days. At the same time, notice of these vacancies will be sent to the Union Local President and shall be forwarded to the electronic

Central Registry, maintained by the CEC, where the notice shall remain posted for at least five working days. [website: <http://ontariocollegeemployment.ca>].

27.11 B

CEC does not agree to this proposal

CEC has made proposals to 27.11 B that we consider important. Notwithstanding your refusal to accept CEC's proposal, we maintain our position.

27.13

CEC does not agree to this proposal

Employees are required to meet their professional responsibility by providing 90 days of notice prior to resigning, which supports students by not leaving them without teachers, counsellors and librarians who resign on short notice.

27.14 B

CEC proposes the following change to OPSEU's proposal

The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable, **unless contrary to the *Human Rights Code R.S.O., 1990***, but may be subject to the internal complaint process as referred to in 7.02 (iii). An employee who has completed the probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance and Arbitration Procedures, or in the Expedited Arbitration Process.

OPSEU's original proposal:

The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable, **with the exception of dismissals believed to be discriminatory or retaliatory in nature.** ~~but~~ **Other dismissals** may be subject to the internal complaint process as referred to in 7.02 (iii). An employee who has completed the probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance and Arbitration Procedures, or in the Expedited Arbitration Process.

28.01 A

CEC does not agree with this proposal

The parties already have mechanisms to discuss these issues both locally and centrally. We consider the current language to be sufficient.

28.01 B

CEC does not agree with this proposal

CEC will not agree to any proposals that remove the concept of feasibility as a condition for action.

28.05

CEC does not agree with this proposal

This article already permits local adaptations which may include equity concerns that the parties identify.

8.04 A

CEC makes the following counter-proposal

This proposal is consistent with the proposal made by CEC in M11.

The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period **or a partial-load employee with at least 10 service credits calculated in accordance with article 26.10 C**, for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:

- (i) the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function;
- (ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned.

OPSEU's original proposal:

The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period **or a partial-load employee**, for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:

- (i) the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function;
- (ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned.

8.05 A

CEC does not agree with this proposal

The CEC's maintains its proposal in M9. The CEC proposal reflects the reality of the academic term and requirement for SWF assignments to be provided 6 weeks prior to. CEC's proposal promotes consistency and certainty for programs and for faculty members who are called upon to replace faculty who are given a reduction in teaching for union business.

8.06

CEC makes the following counter-proposal

Upon application in writing by the Union to the Human Resources Committee through the College concerned, a leave of absence shall be granted to two employees elected **or appointed** to a full-time position with the Union, subject to the availability of a suitable replacement or substitute for the person concerned. Such leave of absence shall be for one term **of office** of two years unless extended for a specific period on agreement of the parties. Such leave of absence shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding 27.03 C, be with full accumulation of seniority. **In the case of a partial-load faculty, the College will extend the period in 26.10 E (i) by such period that the employee was elected or appointed.**

OPSEU's original proposal:

Upon application in writing by the Union to the Human Resources Committee through the College concerned, a leave of absence shall be granted to two employees elected **or appointed** to a full-time position with the Union, subject to the availability of a suitable

replacement or substitute for the person concerned. Such leave of absence shall be for one term of office of two years unless extended for a specific period on agreement of the parties. Such leave of absence shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding 27.03 C, be with full accumulation of seniority. **In the case of a partial-load faculty, seniority for the purpose of this Article will be the same number of service credits earned in the 12-month period preceding the election or appointment, applied to each year of leave of absence with no loss of employment status, seniority and partial-load registry rights.**

32.03 B & Letter Re: Grievance Scheduling (M4 Counter-Proposal)

The CEC does not agree with OPSEU's counter-proposal

CEC's proposal does not permit the College to circumvent the process as claimed by OPSEU. The Union would not be prejudiced under the CEC proposal, as the Union local may propose an arbitrator from the dates available and the parties would have to agree to an arbitrator proposed by the College. The parties could schedule a grievance with an arbitrator acceptable to both parties. CEC maintains its proposal.

32.09

The CEC does not agree with this proposal

The current language reflects the normal standard in most collective agreements.

32.11 C

The CEC does not agree with this proposal

The current language reflects the normal standard in most collective agreements.

The CEC reserves the right to add to or to modify these proposals during the course of bargaining.