

## **UNION PROPOSALS**

### **FOR THE MODIFICATIONS TO THE COLLECTIVE AGREEMENT**

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), with the exception of the following modifications;

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, 2024.

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

**Article 8**  
**UNION BUSINESS**

**8.02 A** The regular salary, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.01 shall continue to be paid by the College. The Union shall reimburse the College for the regular salary portion, or in the case of attendance of Union appointees, at meetings with management appointees of the Joint Educational Qualifications Subcommittee, Joint Insurance Committee, CAAT Pension Plan Committees, Employee/Employer Relations Committee, Joint Grievance Scheduling Committee or such other Joint Union Management Committees as the Union and CEC may subsequently agree in writing will be similarly treated for 50% of the regular salary portion.

**8.02 B** **It is agreed that faculty members who are members of joint union-college committees/councils shall have adequate time attributed on their assigned workload to attend committee meetings. Should a member attend a meeting during their vacation, the member shall receive time in lieu.**

**For the purposes of this Article, joint committees include Workload Monitoring Group (WMG), Union/College Committee (UCC), College Employment Equity Committee (CEEC), Advisory College Council, the Joint Health and Safety Committee (JHSC), and College Employment Stability Committee (CESC).**

**8.04 A** 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.

**8.04 B** In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:

- (i) In each College, there shall be a reduction of up to ~~30~~**40** teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College

for 25% of the base salary portion of the first ~~1520~~ hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next ~~1520~~ hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF) **or the Partial-Load Assignment Calculator (PLAC). In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status, seniority and partial-load registry rights.**

- (ii) In each College there shall be a further reduction of up to ~~3540~~ teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF **or the Partial-Load Assignment Calculator (PLAC). In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status, seniority and partial-load registry rights.**

**8.05 A** The Union Local President shall advise the College President **no later than four weeks prior to the start of each term** ~~by June 1 of each year of the employee(s) to have a reduced teaching or work assignment pursuant to the provisions of 8.04 and the College shall arrange the reductions effective for the term academic year commencing September 1 subject to the availability of a suitable replacement or substitute for the employee(s) concerned and the efficient operation of the College.~~

**8.06** 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.**

**Article 32**  
**GRIEVANCE AND ARBITRATION PROCEDURES**  
**Arbitration Procedures**

**32.03 B** *The CAAT-A bargaining team will provide the CEC with a list of potential arbitrators in a future proposal*

**Union Grievance**

**32.09** The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. ~~Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular Grievance Procedure for personal or group grievance shall not be by-passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.~~

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage of the Grievance Procedure detailed in 32.02.

**32.11 C** "Grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement **or college policy or practice.**