

SCHEDULE “A”

INTRODUCTION

1. This is an application for a declaration that OPSEU has acted, and continues to act, contrary to its obligations pursuant to section 4 of the Colleges Collective Bargaining Act, 2008.

2. While the College Employers Council has worked to find compromise and to seek a renewal in the current round of collective bargaining for the Collective Agreement that expired on September 30, 2021, OPSEU has engaged in the following conduct:

- (a) It has scheduled and attended at negotiations without any intent of concluding, revising or renewing a collective agreement;
- (b) It has not made every, or for that matter any, reasonable effort to enter into a collective agreement;
- (c) It has refused to engage in full, rational, informed discussion about the issues and in doing so frustrated negotiations;
- (d) It has refused, notwithstanding repeated requests, to provide the Employer with information relevant to the issues involved in bargaining
- (e) It has acted to undermine the decision making ability of the Employer by denying it access to information or explanations of purpose;
- (f) It has engaged in surface bargaining by tendering and maintaining unacceptable proposals it knows will be rejected and refusing to amend those proposals;
- (g) It has tabled and maintained proposals that it knows, or ought reasonably to know, are contrary to law and therefore designed for rejection; and
- (h) It has not come to the bargaining process looking to increase the prospects for a negotiated agreement or to minimize the likelihood of conflict and impact on all of the students and other employees, contractors and affiliates of the Ontario Colleges.

THE PARTIES

3. In accordance with the Colleges Collective Bargaining Act, 2008 the College Employers Council (hereinafter the “CEC”) represents the twenty four (24) public post secondary Colleges in Ontario and has exclusively authority for negotiating and maintaining collective bargaining agreements on behalf of the Colleges.

4. Ontario Public Service Employees Union (hereinafter “OPSEU”) is a trade union representing, among others, the full time academic staff of the Colleges. As set out by the Colleges Collective Bargaining Act, 2008 this includes all full time teachers, counsellors and librarians employed by the Colleges. There are currently approximately twelve thousand (12,000) members of the bargaining unit.

5. OPSEU has, under its constitution and bylaws, directed that the Colleges of Applied Arts and Technology – Academic bargaining team (hereinafter the “CAAT-A team”), meet and bargaining with the CEC as its agent. The CAAT-A team has the assistance and advice of a number of OPSEU professional bargaining advisors assigned by OPSEU. The CAAT-A team is composed of JP Hornick, Chair, Jonathan Singer, Vice-Chair, Ravi Ramkissoonsingh, Shawn Pentecost, Kathleen Flynn, Michelle Arbour and Rebecca Ward and have had the assistance of OPSEU Staff including Heather Petrie, Cecile Beckford, Joscelyn Ross and Steve Nield.

6. The CEC and OPSEU have a long established bargaining relationship which has been developed through a history of free and fair negotiations, labour disputes, interventions of the Ontario Labour Relations Board, back to work legislation and Interest Arbitration.

7. The Colleges Collective Bargaining Act, 2008 expressly requires, in section 4, that the Parties “shall negotiate in good faith and make every reasonable effort to make a collective agreement or to renew the collective agreement”. This clause is well known to the parties and OPSEU has been found to have in violation of it in the past (see 2010 CanLII 30950 (ON LRB)).

BACKGROUND and CHRONOLOGY OF NEGOTIATIONS

8. On July 7, 2021, the CEC bargaining team and CAAT-A team first met for this round of negotiations.

9. This first meeting had been preceded by communications between the Parties with respect to the CAAT-A team composition. While the Collective Agreement provides for a seven employee union negotiating committee, the CAAT-A team had published an April 2021 update indicating that all Local Presidents and Bargaining Advisory Committee members from each of the twenty four College Local units were being invited to observe to “hold the CEC accountable for what they say at the table. This will absolutely help to build member engagement, capacity, and solidarity.”

10. The CEC indicated that this announced unilateral change to the bargaining process was a recipe for polarization and asked OPSEU and the CAAT-A team to confirm in advance of the first day of negotiations that it did not intend to engage in open bargaining and to bring an audience to negotiations [Exhibit A]. The CEC did not receive any response to its correspondence.

11. At the first meeting on July 7 the Parties discussed ground rules for the negotiations process. The CAAT-A team were insistent on bringing an unlimited audience that the CEC estimated to be at least 48 persons to observe the negotiations. The CEC objected to the CAAT-A request.

12. Ground rules were further discussed by the Parties on July 8, with some ground rules having been agreed to. The CAAT-A team continued to insist upon bringing an audience to bargaining and the CEC continued to oppose the request as it considered the presence of an audience to be a significant impediment to the free and open dialogue necessary to conclude a collective agreement. Interestingly, among the other ground rules that the CAAT-A team refused to accept on July 8 were three proposals from the CEC:

1. The parties are governed by the obligation to bargain in good faith according to the *Colleges Collective Bargaining Act, 2008*.

2. Both parties will make every effort to reach an agreement, subject to ratification in accordance with their internal approval and ratification procedures and under the *Colleges Collective Bargaining Act, 2008*.

...

9. Neither Party shall publicly misstate the position of the other;

13. On July 8, the Parties also exchanged opening statements and outlined their initial proposals. Those statements and the ground rules under discussion are attached as Exhibit B.

14. The Parties next met from August 3 to 5 and CAAT-A team provided written proposals to the CEC. The CAAT-A team withdrew its request to bring an audience to observe bargaining. Rather, it adopted an approach of attending the virtual bargaining table, making speeches and then posting the text of its speeches on the internet.

15. The CAAT-A team indicated that research and data informed and supported its proposals and, on August 5, 2021, the CEC requested any related data, reports, or documentation be provided so it could consider this in formulating its response.

16. The CAAT-A team proposals were extreme and engaged concepts and structural change that were known by them to be unacceptable to the CEC. Some proposals were contrary to the governing legislation. In total, the CAAT-A team proposed changes to over 350 articles touching over half of the collective agreement articles. The cost of the proposals, conservatively and without even considering wage increases and other monetary demands which were not yet tabled, was over \$750,000,000 dollars. Attached is a communication to OPSEU with these calculations at Exhibit C.

17. On August 9, 2021, the CEC provided the CAAT-A team with a list of the data, research, and documentation which the CAAT-A team had referenced in the rationale supporting its proposals and again requested this information. This is attached as Exhibit D.

18. The Parties met on August 10, 2021. The CEC again indicated its need for the information referred to in the CAAT-A proposals. When asked by the CAAT-A team if it was refusing to provide responses to proposals in the absence of this material, the CEC was very clear that this was not the case however this material would greatly assist in understanding the CAAT-A team's positions and providing informed responses.

19. The Parties continued to meet on August 11 and 12th. On August 11, 2021 the CAAT-A team criticized the CEC and its request for information verbally and in material that it published on the internet. These documents, at Exhibit E, asserted that:

“For many members, burdening them with the weight of trying to convince you that their lived experiences do, in fact, include discrimination, in this forum is both fundamentally offensive and would constitute a process of revictimization”.

20. On August 12, 2021 the CEC reiterated its request for data and research reports as were mentioned in the CAAT-A team's July 9 proposals and made it clear it was not asking the members to prove any element of their lived experience or for any individual accounts. The CEC again noted that the provision of this data that the CAAT-A team had previously referenced would enable the Parties to jointly develop solutions and support the exploration of practical improvements to the collective agreement. See Exhibit F.

21. The Parties met again September 9 and 10, 2021.

22. On September 13, 2021, the CEC wrote to OPSEU and the CAAT-A team and again requested the information referenced by the CAAT-A team in its proposals and which the CEC had been seeking since August 5th. The CEC stated, in part, in Exhibit G:

On August 12, 2021, you advised you understood why we needed additional information and that you would provide further responses. Unfortunately, to date, despite repeated requests to do so, you have not provided further responses. Accordingly, we take this opportunity to reiterate our request for responses to our questions, including the details of the research you rely upon. We also want to take this opportunity to formally explain why it is important to us.

Clearly the Union felt it was important to collect data and research and reference it in your published documents in an effort to provide context and lend credibility to your proposals. From our perspective, in order to have meaningful negotiations, we need to better understand the rationale behind many of your demands.

Your current demands represent fundamental change to the existing Collective Agreement that would substantially change the college system. We have posed questions and asked for additional information so that we can better understand the Union's position, identify responses and potential solutions through dialogue and discussion. Our questions are designed to help us gain a shared understanding of the issues you are raising. From our perspective, it is not conducive to engaging in productive bargaining and problem solving to simply state that changes are needed without providing the details that articulate the scope and complexity of the issue.

23. The Employer requested a response the following day.
24. On September 14 and 15, the Parties again met to negotiate. The Union did not respond to the CEC letter of September 13.
25. On September 15, having received no response to its ongoing requests for data, research and in the face of an ongoing refusal by the CAAT-A team to discuss or explain the basis underlying its proposals, the CEC determined that it would try a new approach to negotiations. The CEC provided the CAAT-A with both a full set of its proposals and also made a without prejudice settlement proposal for an "extension agreement" – essentially a simplified renewal agreement with some enhancements and increased benefit to Union members and addressed Equity, Diversity and Inclusion; workload; a Truth and Reconciliation Round Table; COVID 19 specific issues around staffing and course materials; partial load priority and more. The CEC again indicated its ongoing request for the research and data that CAAT-A team had indicated underpinned its proposals and affirmed the importance of this to effective negotiations. The CEC's presentation for that day is contained at Exhibit H.
26. On September 17, 2021 the CAAT-A team responded. It denied it had failed to provide information requested and indicated that more data was forthcoming. CAAT-A

further proposed that the parties engage a mediator although it was not clear whether this meant engaging with the CEC settlement proposal or if the Union was maintaining all of its original proposals. See Exhibit I.

27. On September 20, the CEC wrote to OPSEU and the CAAT-A team again. It again reiterated that the questions and requests set out in its letter of September 13, 2021 remained outstanding. The CEC indicated that if the mediation was based on the notion of an “extension agreement” with a limited scope for discussion and had effective ground rules then it was an option worthy of consideration. See Exhibit J.

28. By letter dated September 21, 2021 but provided on September 22nd, CAAT-A team responded indicating, obliquely, that it would not limit the scope of its proposals as a precondition to mediation:

We agree that mediation is a worthwhile exercise, and we are willing, without prejudice, to set aside our current proposals and work with the mediator to determine the scope of these discussions. While our members sent a modest list of 17 demands to the table, we are certainly willing to have a mediator assist the parties in determining a path forward to an agreement. [Exhibit K]

29. The CEC wrote back on September 22, 2021 seeking to address the confusing nature of the Union response:

As we stated in our letter of September 20, 2021, for mediation to be successful, “as we have done with our long list, both parties [must agree to] put their long lists of demands aside and engage a mediator to assist in settling based on an extension agreement with very few changes” (emphasis added).

In JP’s letter, after stating that CAAT-A would set its proposals aside, it then states that your members have sent you with a list of seventeen demands and you “are certainly willing to have a mediator assist the parties in determining a path forward to an agreement”. [Exhibit L]

30. On September 24, 2021 the bargaining teams met again. At the outset the CEC informed the CAAT-A team that it was displeased that the CAAT-A team had been engaging in public communications that significantly misrepresented the Employer’s

proposal and portrayed the without prejudice settlement proposal as “take it or leave it non-negotiable”. The CEC expressly stated to the CAAT-A team that it was inappropriate to bargain in public without first engaging in the appropriate bargaining process of discussing the proposal with the CEC negotiating team.

31. On September 24, 2021 the CEC also informed the CAAT-A team that the cost and structural problems with its proposals were a barrier to a renewal agreement. Importantly it also noted that where it had provided counter proposals in areas the CAAT-A team had refused to engage, had dismissed those counter proposals out of hand without any substantive discussion and maintained all of its original proposals. See Exhibit C.

32. As of September 24 the CAAT-A team continued to maintain, unchanged, all of the proposals it had tabled and had still not provided any rationale, data or research that it had indicated underpinned these fundamental changes. The CAAT-A team had engaged in no rational or informed discussion despite repeated requests from the CEC, verbally and in writing, and maintained proposals which it knows are unachievable whether in full and free collective bargaining or at interest arbitration.

33. Notwithstanding the CAAT-A team’s effective refusal to bargain, the CEC agreed to proceed to mediation since none of its efforts to engage the CAAT-A team in rational discussion had worked. The CEC considered that the assistance of an experienced and respected mediator could only assist in causing real negotiation to occur and moving the Parties toward an agreement. The CEC and CAAT-A team discussed a number of potential mediators. The CAAT-A team proposed M. Brian Keller to the CEC. Mediator Keller, being a highly experienced and respected neutral, was acceptable to the CEC and he was retained to assist the Parties.

34. Effective September 28, 2021 a mediation was commenced with Mediator Brian Keller. The Mediator established a “total and complete blackout and embargo on all information regarding the mediation by all team members. This includes all forms of communication, oral, print and electronic” and team members were instructed that they could only communicate that the mediator has imposed the blackout and that mediation

is continuing. The Mediator directed that the Parties meet on October 7, 12, 14, and 19 and indicated that, if necessary, he would attend on October 19, 26, 27, and 28.

35. In the face of that order, on September 29, 2021, a representative of OPSEU attended at a virtual meeting with Faculty at one of the Colleges and spoke about the mediation and collective bargaining. This lead Mediator Keller to issue an Order stating, in part:

While not directly dealing with what has, or is, transpiring during mediation, it would appear that there is, at best, a misunderstanding of what my order for a blackout is intended to accomplish and, at worst, a deliberate attempt to breach the order. To be clear, bargaining cannot take place in public. Rallying the troops in a public form while mediation is underway, is totally counterproductive to the collective bargaining process generally, and mediation in particular. [Exhibit M]

36. At mediation, the CAAT-A team initially tabled all of its demands which had remained unchanged since the outset. Mediator Keller told the CAAT-A team that their demands were untenable both in number and scope. Mediator Keller directed the CAAT-A team to remove all of their demands from the table and retable a short list of priority items that were appropriate in scope to a mature bargaining relationship.

37. On October 4, the CAAT-A team tabled a subset of their original demands. They tabled in excess of 150 of their original demands touching on over 40 % of the articles in the collective agreement. The cost of the demands remained fundamentally unchanged and represented fundamental change to the way that the Colleges operate.

38. Mediator Keller met again with the CAAT-A team on October 8 and told them directly that their demands were a barrier to any true negotiations. Keller expressed “clearly to the CAAT-A team, that their revised position, if one was being realistic, would never be acceptable to this employer or, for that matter, any other employer.”

39. The CAAT-A team provided Mediator Keller with a revised list of demands that on initial review appeared to Mediator Keller to represent sufficient movement to attempt to negotiate.

40. The CEC team then met with the CAAT-A team on three occasions to explore and understand the proposals that they were then pursuing. The CEC discovered that what appeared to be 5 proposals shared with Mediator Keller were, in fact 19 demands that continued to represent fundamental change to the way that the Colleges operate and continued to represent annual cost increases comparable to the CAAT-A team's initial demands. The CEC provided Mediator Keller with its analysis of the CAAT-A team's demands and their similarity to the CAAT-A team's initial demands in the form of the chart attached as Exhibit N.

41. In the course of the 3 meetings directed by Mediator Keller, the CAAT-A team added back to the table matters that it had previously withdrawn and increased its demands to strip work away from other employee groups to the academic bargaining unit (which it referred to as a "contracting out" proposal).

42. Mediator Keller then directed the Parties to provide him with their position respecting what was on the table and their view of where a settlement may exist.

43. On October 28 after considering the positions advanced by the CEC and the CAAT-A team, Mediator Keller issued a Mediator's Report which is scathing in its review of both the approach to bargaining in which the CAAT-A team was engaged as well as the nature of the proposals being maintained by the CAAT-A team [Exhibit O].

44. Mediator Keller found that the CAAT-A team was not negotiating:

In summary, in my view, the CAAT-A team has not engaged in meaningful bargaining with a view to concluding a collective agreement. In my preliminary, and subsequent meeting with the CAAT-A team, I believed I had clearly articulated that almost all that was being sought was unachievable either through direct negotiations with the employer or, if it came to that, in binding arbitration. I am still firmly of that opinion. Many of the CAAT-A team's remaining demands are highly aspirational and completely unrealistic. The CAAT-A team claims to recognize that fact but

has showed no willingness to sufficiently moderate its demands to give me any hope that further mediation at this stage could result in a negotiated agreement.

45. Mediator Keller found that the CAAT-A team's bargaining strategy was not designed to reach a renewal of the collective agreement:

It is not my role, as mediator, to question the strategy of either party. Whatever the strategy of the CAAT-A team was or is, however, it is evident to me that the strategy is faulty if the true goal of the CAAT-A team is to achieve a renewal collective agreement through negotiations with the CEC.

46. Mediator Keller found that the CAAT-A team's demands were designed for rejection:

At the outset of the mediation, it was apparent to me that the CAAT-A team's proposals were highly aspirational but not realistic. They represented what I have to characterize as the hopes and dreams of at least some of the bargaining unit and the CAAT-A team. But they were not, in my opinion, designed to result in successful negotiations. And, I believe, most if not all of the members of the CAAT-A team knew and understood that.

...

Each party has its own hill to die on. Notwithstanding that, at some point, there has to be a realistic assessment of what is achievable and what is not. There must be an acceptance that certain goals are unattainable. In other words, at some point, reality has to trump idealism. It is my considered opinion that the CAAT-A team has yet, for whatever reasons, to reach that point.

47. Mediator Keller found that the CAAT-A team was maintaining unlawful demands on the bargaining table:

In my opinion, the proposed changes to article 11 (except 11.02 B 2) would offend and be contrary to *Bill 124*, even if the consequence is indirect. This is because there would be a reduction in the amount of work being performed for the same compensation and would require the employer to hire more people to do the required work, thus resulting in an increase beyond the 1% increase permitted legislatively to the total compensation envelope. The same rationale applies to the article 26.01 and the Classification Plan proposals.

SPECIFIC ACTS OR FAILURES OF THE UNION

48. The CAAT-A team has proposed demands that it knows are unachievable in free collective bargaining or at interest arbitration and has not significantly amended or narrowed any of those demands at any point in the negotiations.

49. When the CEC has responded to the CAAT-A demands with counter proposals, the CAAT-A team has essentially ignored and rejected these counterproposals. It has neither engaged in discussions nor provided responsive proposals.

50. The CAAT-A team has not provided written responses to any of the CEC's proposals and has essentially rejected them without discussion, questions or dialogue.

51. Despite being asked by the CEC on August 5, 10, 12 and September 13, 15, 20, 22 and 24 the CAAT-A team has never provided the data or research which it indicated underpinned the proposals provided on August 3 to 5th.

52. Despite requesting and being provided with the CEC's data and research underlining its proposals, the CAAT-A team has provide no written responses to those proposals.

53. The CAAT-A team has scheduled and attended at negotiations and yet it has primarily spoken "at" the employer and has not engaged in open dialogue or attempts at problem solving. The CAAT-A team's communications at the bargaining table have never been designed to engage in active collective bargaining.

54. The CAAT-A team's public communications regarding its negotiations with the CEC have included information that is inaccurate and misleading and have sought to inflame.

55. The CAAT-A team has tabled and maintained demands that it knows are unlawful.

56. The CAAT-A team has tabled and maintained demands that are designed for rejection.

57. The CAAT-A team has put back on the table demands that it had previously withdrawn and has increased its demands rather than reducing them all of which is conduct designed to avoid concluding a collective agreement.

58. By engaging in the conduct above, the Union has failed to bargain with the CEC in good faith and has failed to make every reasonable effort to make a collective agreement. The Union's conduct contravenes section 4 of the Colleges Collective Bargaining Act.

CONCLUSION AND RELIEF SOUGHT

59. Throughout the negotiations the CAAT-A team has engaged in, at best, surface bargaining and has demonstrated absolutely no intention of reaching a Collective Agreement let alone making every reasonable effort to conclude a renewal Collective Agreement.

60. Instead of fulfilling its statutory duties to bargain in good faith and make every reasonable effort to conclude a collective agreement, the CAAT-A has preferred a strategy of taking unreasonable positions, pretending to engage while never amending its proposals or providing information or data in support of these.

61. The CEC requests the following relief:

- (a) an order that the Union has failed to bargain in good faith and has therefore violated section 4 of the Colleges Collective Bargaining Act;
- (b) an order that the Union forthwith cease and desist from violating the Act;
- (c) an order that the Union withdraw all unlawful proposals from the bargaining table;
- (d) an order directing the Union to meet its obligations to meet with the CEC, bargain in good faith, and make every reasonable effort to conclude a collective agreement;
- (e) an order directing the Union, within two days, to provide answers to all of the questions asked of it by the Employer as enumerated in its letter of September 13, 2021 or, alternatively, to acknowledge if there is no such data or research;

- (f) An order that the Union pay damages in an amount that will compensate the Employer for all losses that are in any way attributable to the Union's unlawful conduct;
- (g) an order requiring the electronic and physical posting in the Colleges of a notice that the Union has violated section 4 of the Act as it has otherwise communicated to employees and a physical posting at locations where it will reasonably come to the attention of the Union's members; and
- (h) any other remedy that the CEC may request and that the Board may deem appropriate that will assist the Parties in reaching a renewal Collective Agreement without an unnecessary work disruption.

TAB A

June 16, 2021

Email: wthomas@opseu.org

Attention: Warren "Smokey" Thomas
President, Ontario Public Service Employees Union
100 Lesmill Rd.
Toronto, ON M3B 3P8

Re: Bargaining Team Composition

Dear Smokey:

I am writing you in your capacity as OPSEU's chief agent to inquire into the status of the OPSEU CAAT-A Bargaining team. It was brought to our attention in a recent publication entitled "College Faculty Update" published by the College Faculty Bargaining Team that they intend to change the conditions of bargaining by expanding the bargaining team.

In this regard, the April 2021 publication states that a motion was passed to invite Local Presidents and Bargaining Advisory Committee members from each Local (48 individuals) to observe the actual process of bargaining with the Employer at the bargaining table, a process sometimes referred to as "open bargaining". The stated purpose is to "hold the CEC accountable for what they say at the table. This will absolutely help to build member engagement, capacity, and solidarity."

In a recent conversation with Steve Nield, in his capacity as OPSEU CAAT-A lead negotiator, he advised OPSEU would not be proceeding with this open bargaining with more than 56 representatives. He advised it was not permitted by the OPSEU regulations/by-laws, and was not provided for in our Collective Agreement.

In this regard, the Collective Agreement, at Section 8.03 clearly provides that the bargaining team is seven employees. Since the inception of our bargaining relationship in 1968, all academic bargaining has been conducted between modestly sized bargaining teams on behalf of the Colleges and the Academic Bargaining Unit without an audience, with the respective teams reporting back to their respective principals as necessary. We are concerned that the Chairs of the Academic Bargaining Team may intend to attempt to change our bargaining process without so much as the courtesy of negotiation or consultation with the CEC.

Formal bargaining is expected to start in the next few weeks on July 5, 2021. I am seeking clarity directly from you since the last time we received communication directly from the Academic Bargaining Team Chairs, you acknowledged it caused confusion as to who spoke for the Union. You stated that communications should come from you since the certificate for the bargaining unit is held by OPSEU/SEFPO.

Therefore, I am taking this opportunity to ask you to please confirm that OPSEU does not intend to attempt to unilaterally change our bargaining process by substantially expanding its team or inviting an audience to bargaining.

As William Kaplan stated in his Internal Dispute Inquiry into York University & CUPE: ""Open bargaining"" "bargaining from below," and no deal with one unit unless there is a deal with them all, appears to be a recipe for one thing: position polarization and a succession of lengthy labour disputes."

CEC, on behalf of the 24 colleges, has made some significant changes with a view to ensuring improved bargaining to avoid labour interruption. We have a new Chair, new legal counsel, new communications strategy, and a new CEO. We have adopted a theme for this bargaining round of "A Future Together" because we believe we must work together for the college system to continue to grow and modernize. The last thing our students need is more uncertainty after the year they have just faced, and the ongoing uncertainty of the current health and economic environment does not need added labour issues.

It is CEC's goal to continue a harmonious relationship with its employees, which we believe we demonstrated throughout the last year working with OPSEU to ensure we continued to provide the safest work environments during COVID-19, including joint letters to the Ministry to ensure College employees were included in the vaccine roll-out, providing time-off for COVID-19 testing, paid time for course transitions, and full accommodation for those seeking time for vaccinations, and clear communications with stakeholders, just to name a few. We are optimistic that this approach to bargaining can avoid many of the issues faced in the last round.

We look forward to hearing from in order to clarify that OPSEU does not intend to attempt to unilaterally change our bargaining process.

Thank you very much.

Sincerely,



Graham Lloyd
CEO

c. Peter McKeracher, Vice-President, Labour Relations College Employer Council
Laurie Rancourt, Chair, Academic Bargaining Team, Humber College

July 6, 2021

Email: wthomas@opseu.org

Attention: Warren "Smokey" Thomas
President, Ontario Public Service Employees Union
100 Lesmill Rd.
Toronto, ON M3B 3P8

Re: Bargaining Team Composition

Dear Smokey:

I am writing you in your capacity as OPSEU's chief agent in follow-up to my June 16, 2021 letter.

May I please have a response. Bargaining is scheduled to begin tomorrow, July 7, 2021, and this is an important issue to address.

I look forward to hearing from you in order to clarify that OPSEU does not intend to attempt to unilaterally change our bargaining process.

Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to be 'GL' or similar, with a horizontal line extending to the right.

Graham Lloyd
CEO

c. Peter McKeracher, Vice-President, Labour Relations College Employer Council
Laurie Rancourt, Chair, Academic Bargaining Team, Humber College

TAB B

SPEAKING NOTES – RESPONSE ON INTER-TEAM COMMS AND OBSERVERS

INTER-TEAM COMMS

- We understand you to have raised two separate issues under this topic
 - Communications between bargaining days regarding logistical matters
 - Discussions between the institutional Parties
- We have no issue with respect to formalizing how logistical matters between bargaining dates are handled. We believe that generally those matters would be handled between Peter and Heather but we could see the Chairs interacting on some issues
- We understand and agree that as the bargaining Teams our respective jobs are to communicate our respective positions to each other and to discuss those positions fully at the bargaining table. However, that does not mean that those positions that have been discussed at the table cannot be discussed anywhere else
- Ongoing discussions between the institutional parties has been a feature of our bargaining in this sector since the inception of the Colleges
- OPSEU Central and the CEC “hold the pens” with respect to these negotiations and are directly interested stakeholders
- That point was brought plainly to our attention during our earlier communication regarding concluding a roll-over agreement because of COVID. After accepting a communication from your bargaining Team as the position of OPSEU, CEC was admonished for not awaiting OPSEU’s position on the matter. Mr. Thomas wrote to Graham stating:

I understand that you have already received correspondence from the Chairs of OPSEU/SEFPO’s CAAT-A and CAAT-S PT Bargaining Teams regarding the offer. While we appreciate the confusion this has caused, I must kindly remind you that I am the one who holds the bargaining certificate for OPSEU/SEFPO.

The CEC’s offer letter was addressed to me, as President of this union and I have yet to respond to that inquiry.
- We will not agree to any limitations that would limit or prevent open channels of communications between the institutional Parties
- Your members and local Union officials regularly communicate with local College administrators about bargaining matters

- Those administrators, as our Principals, may then communicate on the CEC and our Team
- We would never expect the local Parties to be directed not to interact
- The managing of those internal communications for our side is a matter for us to manage and control
- Similarly, the CEC and OPSEU Central have a long standing working relationship and are the owners of the collective agreement that we are bargaining
- The matters we are dealing with are directly of importance to them
- Whether OPSEU Central officials engage with CEC officials is up to them
- If the Union wants to limit or control the engagement of their senior officers, that is an internal matter for the Union to sort out and it is not our place to be involved in that
- If Graham calls Smokey about any issue, it is Smokey's decision whether he takes the call and engages in the conversation
- In the past, the relationship between the institutional Parties has been key to concluding successful bargaining without labour disputes
- We see the communications and relationship between our respective senior officers as part of their respective jobs for the purpose of maintaining our overall relationship
- By agreeing to not communicate with your organization's elected senior officers, we would be failing in our obligations
- We will not agree to a limitation that takes that important tool off of the table

OBSERVERS

- We have closely considered the Union's statements about observers and the answers to our questions that were provided yesterday
- First, we can say that we have no issue with the notion that a Party may seek the consent of the other to bring one or more "Subject Matter Experts" to the table to present or otherwise assist. Such Subject Matter Experts will only attend where the Parties mutually agree.
- With respect to observers, however, we have found significant internal and factual inconsistencies in the Union's position

- In your April publication the Union stated that it had passed “a motion to permit the bargaining team to invite Local Presidents and Bargaining Advisory Committee members from each Local to observe the actual process of bargaining with the Employer at the bargaining table.”
- By our estimate that could be upwards of 60 people
- In your responses to us yesterday you have not placed any limitation on the numbers of attendees and have only said it was a unlikely scenario that they would all attend at the same time
- That does not give us any comfort around the size of the audience
- In your responses to our questions you told us that you considered parity in the number of each sides presence at the Table to be an important principle for the Union
- Now you are telling us that you want to be free to bring as many people to the bargaining table as you want
- We find that to be logically inconsistent
- With respect to our history of bargaining there has been no parity in the number of attendees although the numbers on each side have typically been around a dozen
- From the Colleges side, we have always had a varying number (5 to 8) members from the Colleges and a number of staff from CEC including the CEO and VPLR and Legal Counsel, who from time to time, has been our spokesperson
- Our bargaining Team this round consists of the 12 persons that are here consisting of College representatives, CEC representatives and Counsel who are all active professional participants in our Team
- Similarly, the number at the Table for the Union has varied from round to round
- Historically, the consistent feature of the composition of our Teams at the table has been the fact that the entire membership of each Team has been known from the outset and that that membership remained consistent throughout the bargaining process which we feel are critical to a successful negotiation. Other than in exceptional circumstances, all members of both Teams were present for all discussions, ensuring a shared understanding of the evolution of the discussion and the context.
- You are now asking us to allow observers to come and go with no continuity. We consider this to be unacceptable.

- Our respective Teams are not just selected randomly. Rather, the Union has a process in its Constitution and By-laws for the election of your Team. Similarly, the CEC Team is formally empaneled under the CEC's processes.
- We announced our Team, as did the Union, long ago. We have, until now, heard no feedback from the Union respecting the size or composition of our Team, not that this is properly any of your concern.
- As we said yesterday, we have no issue with your Team having a few more staff from OPSEU to participate on your bargaining Team to address the notion of parity
- We did, however, in Graham's letter of June 14th, express our grave concerns about the notion of "Open Bargaining".
- In our questions to you yesterday, we asked you "what the purpose of having observers was?"
- In response, the only additional point that you raised, beyond those previously given, was that in some manner having local people attend to observe the clear, transparent and respectful communications at the bargaining table would be of assistance when we go back to our respective Colleges after bargaining.
- We don't understand that your request to have Local Union Presidents and Bargaining Advisory Committee members attend bargaining from time to time addresses this broader working relationship issue in any event. We have not understood you to suggest that just any member of the bargaining unit could attend, which seems to be at the heart of the point that you made yesterday.
- In any event, what we proposed yesterday would permit your Team, at anytime, to confidentially caucus with your Local Presidents and Bargaining Advisory Committee. You would also be free to consult broadly with your membership 2 hours after the end of bargaining on any given day. In the circumstances, you already have the capacity to be transparent with your membership without introducing the stifling presence of an audience to our bargaining process.
- We don't consider this aim as being directed in any way toward bargaining in good faith and making every reasonable effort to conclude a collective agreement. While our working relationships, both Centrally and Locally, after the deal is done are very important to us, they are not the primary aim of the bargaining process
- Having the ability to have people pop in and out of bargaining from time to time would not advance the principle of transparency. What individuals saw in their brief attendance would lack the context of the larger discussions. Rather our suggestions yesterday around the publication of positions and undertaking not to

misrepresent each other's positions directly addresses the notation of transparency.

- Bargaining serious business with important purposes, it is not a spectator sport. Often, the opacity and being out of the direct glare of the spotlight is critical to reaching specific understandings that allow a deal to be reached which is what is required in the interests of maintaining stability for our students.
- Your bargaining Team is duly empowered under OPSEU's constitution and bylaws to negotiate on behalf of its constituency, is it not?
- There is nothing that prevents from your Team consulting as necessary with any advisors or your constituency, is there?
- At the end of the day, when a tentative agreement is brought to the principals for ratification, each side has the opportunity to fully, completely and transparently describe the agreement and the circumstances leading to it to those principals.
- In your April publication JP was quoted as having said:

“I’m incredibly exited by the delegates’ enthusiasm for a more open bargaining table. This motion passed by the delegates means greater transparency around the bargaining process, and hold the CEC accountable for what they say at the table. This will absolutely help to build member engagement, capacity, and solidarity.”
- We are deeply troubled by these stated purposes as we do not see them connected in any way with our mutual obligation to make all reasonable efforts to conclude a collective agreement.
- We don't understand why the Union does not want to talk with us without an audience.
- Do we understand your position to be that you will not bargain with us unless we agree to permit an audience to attend to observe?

BETWEEN:

COLLEGE EMPLOYER COUNCIL

(the “CEC”)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION – CAAT A BARGAINING COMMITTEE

(the “Union”)

Ground Rules for 2021 Academic Negotiations

1. The parties are governed by the obligation to bargain in good faith according to the *Colleges Collective Bargaining Act, 2008*.
2. Both parties will make every effort to reach an agreement, subject to ratification in accordance with their internal approval and ratification procedures and under the *Colleges Collective Bargaining Act, 2008*.
3. The Parties agree to use the Zoom platform for bargaining subject to the following additional agreements:
 - a. Participants will ensure that their banner identification includes their name, Local, College or Organization, position and preferred pronouns (subject to the individual's willingness to do so);
 - b. The “chat” function shall be disabled;
 - c. There shall be no recording of the Zoom sessions;
 - d. No one will record, screenshot, photograph, videograph or otherwise electronically record any of the Zoom sessions;
 - e. Participants shall be free to take their own notes for their own purposes;
 - f. Wherever possible (subject to bandwidth and other technical issues), Participants shall keep their cameras on during Zoom sessions;
 - g. Where a Participant cannot, for technical reasons, have their camera on, they shall advise their “Negotiator” or “Team Chair” of the issue who shall promptly advise their counterpart on the other Party’s team of the issue;
 - h. Participants shall keep their microphones muted except when participating in a discussion;

- i. Where the Parties agree to meet in Side Bar, a Breakout Room will be established;
 - j. The Parties, at their option, may choose to caucus in separate Breakout Rooms or using different Zoom or other platform sessions;
4. Either Party may call a caucus meeting at any time by advising the other Party that they are doing so:
 - a. Caucuses will be presumed to be of an hour's duration unless otherwise stated in advance;
 - b. Where a Party anticipates that a caucus may extend beyond an hour, it will, through its Negotiator or Chair advise their counterpart with an estimate of the further duration required;
 - c. Where a Party intends to take a meal break during a caucus, it will advise the other Party through its Negotiator or Chair;
5. If a Team Member will not be attending a bargaining session, wherever possible, the Team's Negotiator will advise their counterpart;
6. To respect everyone's time, meetings are to be held on mutually agreed dates, and unless otherwise agreed from 10 am to 5 pm;
7. There shall be no publication by or on behalf of either Party of communications about bargaining discussions, proposals or other related matters until a bargaining day has concluded and 2 hours have passed (nothing in this shall restrict the CEC from having confidential discussions with its principals nor shall it restrict the Union from having confidential discussions with OPSEU Central, its Bargaining Advisory Committee or Local Union Presidents, it being understood that such confidants shall maintain the confidentiality of the discussion as required by this paragraph);
8. It is understood, subject to paragraph 7, that each Party may publish its proposals as they stand at the end of the bargaining day, as well as the proposals of the other Party, as they stand at the end of the bargaining day;
9. Neither Party shall publicly misstate the position of the other;
10. When presentations are made by either Party on a topic questions will be reserved until the end of the presentation;
11. When an item is tentatively agreed to by the Parties, the Negotiators and Team Chairs will sign-off the item using Docu-Sign;
12. Both Parties agree to provide an electronic copy of documents and passes for ease of communication in both PDF and MS Word formats;

13. The Parties agree that when they present a proposal, they will provide an electronic copy at least 10 minutes prior to the bargaining session at which the proposal will be presented. Such proposals shall be sent to the Negotiator and Team Chair for the other Party;
14. Both Parties reserve the right to add, delete or amend proposals during the course of negotiations. Proposals are tabled without prejudice to the Union's/CEC's position;
15. Should the Parties mutually agree to initiate working groups to problem-solve issues or proposals at the bargaining table, these discussions shall be non-binding.
16. Discussions between bargaining dates respecting logistical matters concerning bargaining shall be conducted between the Union Negotiator and the Vice President Labour Relations.
17. Where either Party wishes to bring one or more Subject Matter Experts to the bargaining table to present or otherwise assist, it shall seek the consent of the other Party. A Subject Matter Expert will only attend where the Parties mutually agree to the attendance of the particular expert.
18. The attendees at bargaining sessions for the CEC shall be 12 representatives consisting of College representatives, CEC staff and counsel.
19. The attendees at bargaining session for the Union shall consist of the 7 released members and up to 5 staff employed by OPSEU or engaged by OPSEU as counsel.

DATED the ____ day of July, 2021:

Laurie Rancourt

JP Hornick

Peter McKeracher

Heather Petrie

Ground Rules for 2021 Academic Negotiations

- 1.
- 2.
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- 7.
- 8.
- 9.
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14. Both Parties reserve the right to add, delete or amend proposals during the course of negotiations. Proposals are tabled without prejudice to the Union's/CEC's position;
15. Should the Parties mutually agree to initiate working groups to problem-solve issues or proposals at the bargaining table, these discussions shall be non-binding.
- 16.
- 17.
- 18.
- 19.

Overview: Union Proposals for Settlement

July 8, 2021

College faculty were pleased to see that the College Employer Council has decided to make changes to improve their bargaining process, their relationship with faculty, and provide stability for students. Our members share a strong desire to build a system that works for all students and faculty, and one that is built on a strong foundation of equity, and sound academic and working conditions that meet the needs of faculty in a rapidly changing post-secondary landscape.

We have come to this round of negotiations with a clear and resounding mandate from our members at all 24 colleges. This mandate reflects our experience and learning around teaching in the pandemic, and also draws on the shared work we began in 2017 toward a system that was better for all faculty, students, and staff, but that was cut short following the Ford government's cancellation of the task force.

We also approach this round within a specific context of massive changes, and overwhelming challenges facing faculty today. While there is overlap within certain legislative and other areas facing all public service workers, such as Bill 124, we are also incredibly conscious of the ways in which faculty went above and beyond for our students from the earliest days of the pandemic. Within days, faculty shifted to emergency remote teaching in the midst of the largest upheaval in public post-secondary education in decades, while serving as front-line resources for students who were doing their best to cope with an acceleration of the existing mental health crisis in post-secondary institutions. Faculty were exemplary in their work to create equitable access and quality learning experiences with little acknowledgement of the work involved and the personal toll it has taken.

Our faculty don't exist in a vacuum separate from the impact of not just the global pandemic, but also the daily toll of working in institutions that have yet to fully address structural and systemic racism and colonialism. This systemic marginalization manifests in inequitable working conditions and higher levels of precarity for racialized and Indigenous faculty, women, and other equity-seeking groups. And while we applaud those colleges who are taking concrete action to identify and address discriminatory practices and policies, our members have told us loudly and clearly that there is a long way to go. They have also provided direction on how to get there much more quickly.

CAAT faculty are concerned about the direction the government and the colleges appear to be taking in response to these political and economic challenges. As college faculty, we want to present a better vision of the future of post-secondary education, and, also, the future of our work.

Our members are bargaining for better, and we welcome the opportunity to work in a period of labour stability in the colleges. To do that in a time of such enormous change requires flexibility from the employer in allowing faculty the ability to excel, to innovate, and to engage fully in the creation of the academic community of the colleges.

We have proven ourselves to be dedicated to our students, and to working with the college administration to ensure our communities are safe, our students are supported, and that new technologies that support quality pedagogical approaches can be tested. What we know is that to continue to grow, we need changes to our Collective Agreement that enshrine better protections for our work and a stable faculty complement; workload provisions that address the particulars of online learning, so-called Hyflex models, and microcredentials; meaningful input into academic decisions; and equity language that ensures all faculty are valued and protected at work.

We need to adopt best practices of the governance systems of the colleges so that academic staff are equal partners in academic decision-making. It is essential that all decisions about new credentials are made in conjunction with academic staff. The 2017 Task Force was working toward a system of collegial governance in Ontario's colleges so that faculty and students would be guaranteed a role in academic decision-making. It was clear from all participants at that table that decisions over the future of Ontario's colleges need to meaningfully incorporate the perspectives and needs of all stakeholders. Colleges do not belong solely to governance boards. They are not private businesses. They are the result of our society deeming quality higher education to be a public good and, as such, faculty deserve to have a democratic say in how these public institutions are run.

College faculty are experts in their respective fields and have a deep understanding of the trends and challenges those fields are facing—and these changes are coming at an alarming pace. Without this expertise represented at the college governance level, colleges run the risk of hopping onto unproven education trends from other jurisdictions that could undermine the quality of education Ontario's public colleges provide. Democratic engagement in college governance by faculty will also help to improve worker morale and investment at Ontario's colleges. College faculty are invested in updating college curriculum and offerings, but it must be done through actual shared governance and the basic intellectual property and copyright protections already enjoyed by post-secondary faculty in other college and university systems in Canada.

We need to invest in students and workers first by implementing education and labour strategies developed in partnership with faculty, industry, and labour. Students need education and training that provides them a full suite of skills and foundational knowledge that will lead to good stable jobs, not a partial qualification that will limit their future success in the labour market and, in a worst-case scenario, could put the health and safety of themselves or others at risk. Innovation and the resulting economic growth are built from a solid foundation in theory and practice, combined with ongoing interaction with a stable complement of full-time faculty,

not a patchwork of digital badges completed in isolation. A “made in Ontario” solution that keeps knowledgeable and experienced students and workers in our province requires supports for a holistic educational model predicated on a stable, full-time faculty workforce supplemented by specific expertise from industry partners.

The implications of a college system built largely around contract faculty has wide-reaching impacts for students and the local communities around the colleges. Precarity undermines social cohesion, innovation, and support for students. College students attend our world-class colleges so that they are well-positioned to get good jobs, and that requires that the faculty teaching them also have good, stable jobs. Precarity also disproportionately affects women and racialized and Indigenous workers. Ontario College Administrators are at a crossroads on this issue: do you choose to serve as an example of what students can and should look forward to - a fiscally responsible employer looking beyond the bottom line and profit margin? Or will you continue on a race to the bottom in the name of fiscal austerity packaged as “flexibilities and efficiencies”?

With COVID-19, online teaching and learning has become the norm, but has been done in a manner that has been predominantly haphazard and chaotic. We have an opportunity this round to reflect on what we have learned and create language that fosters best practices and creativity and prevents the abuse of online learning as a budgetary bandaid or move toward disconnecting students from faculty through automation.

College faculty have raised many concerns with the transition to online learning and have also proposed a number of solutions to address these problems. However, there is significant concern that the government and college administrators see online learning as a budgetary balm that will lead to deskilling of faculty and students alike, while leaving many students behind.

While online courses can work well with proper time and resource investment, developing online instruction is not as easy as simply delivering a lecture over a video chat platform, and not all material is suited for online environments. Online courses, in order to be successful, need to be developed over time in order to be robust, and this instructional design must be done in-house by faculty with knowledge of our specific students. Contracting out online instructional design and other faculty work is another short-term “fix” with long-term negative consequences for our colleges. This could result in higher costs to the colleges, as they would be reliant on third parties to update course design and content or be faced with providing outdated material. Online learning based on solid pedagogical values would instead require the colleges to provide more support to students and faculty. If online learning is built as an accounting exercise to relieve budgetary pressure by cramming more students into virtual class spaces, it will be a failure, and will have serious consequences for our students.

Similarly, caution must be taken with emerging technologies being aggressively marketed to college administrators, such as HyFlex models. These require specific training for faculty and

students, massive expenditures in technology, and are not suited for all classrooms, faculty, students, or courses. They run significant risk of violating student and faculty privacy, and of creating inequitable and often hostile classroom environments for students from equity-seeking groups. The successful deployment of these entirely new modes of course delivery requires input from faculty who are supported in enthusiastically embracing and creatively testing where they may best work, not inflexible direction from managers seduced by the lure of packing more students in a single course. Done well, these can serve as another entry in a diverse range of course offerings. Done poorly, they can highlight the worst aspects of online learning environments.

The demand package we will table over the coming weeks was developed after consultation with faculty in all 24 Locals, as well as specific groups of faculty (including partial-load faculty, counsellors, Indigenous faculty, and faculty from equity-seeking groups) as well as students, support staff, and other stakeholders. As you will see below, the proposals we have developed together to address these 17 demands are responsive, responsible, and realistic; the vast majority of them are cost-neutral, but will provide high return on investment. They will also enhance the stability our students and faculty so desperately need now.

Our proposed changes are grounded in language and structures that currently exist in post-secondary institutions in Canada. We have built on best practices in individual colleges and universities in Ontario, as well as model language in comparable systems in other provinces. Our aim is to achieve an on-time and reasonable settlement that is based upon the realities faced by the colleges today.

Faculty want to do better, and we invite the Employer team to join us in bargaining for better or, as you've indicated, building toward a future together. To do that, we must be unflinching in identifying and facing the challenges before us. The first step in that process is listening to faculty's experiences, and believing that what we are sharing is true, valuable, and welcome.

2021 FACULTY PROPOSALS: WHAT WE HAVE LEARNED AND CREATED TOGETHER

Workload

The union proposes changes to those Articles in the Collective Agreement to address workload provisions that have not changed in over 30 years and that will:

- Ensure that all faculty workload is accurately recorded
- Ensure that faculty workload measurements and class definitions capture all work associated with changes in student needs, modes of delivery, professional requirements, and technological demands

Collegial Academic Decision-Making / Intellectual Property

The union proposes a fully collaborative approach to academic decision-making in the Colleges that protects faculty intellectual property, copyright, and academic freedom to foster innovation, creativity, and the ability to respond to labour market and pedagogical needs. To achieve this shared and balanced approach, we propose that the parties:

- Institute a system to ensure collegial decision-making around academic issues
- Strengthen the decision-making authority of teaching faculty over course materials and modes of evaluation
- Establish faculty ownership of all educational materials produced in the course of employment; and recognize faculty ownership of all educational performances in the course of employment

Partial-Load

The union proposes that we build on the work begun in 2017 to improve working conditions for partial-load faculty and to build an equitable college environment for all faculty. To do this, we propose that we must:

- Ensure that all work performed by partial-load faculty is appropriately and equitably recognized, recorded, and compensated
- Improve language around partial-load staffing and job security

Equity / Harassment / Racism

Over the past few years, it has become abundantly clear that more must be done to dismantle racism and colonialism in our colleges, and to improve conditions for racialized and Indigenous faculty, and faculty from other equity-seeking groups. In addition, the parties recognize that no improvements to working conditions should be made without active attention to centering equity and without using a critical intersectional lens. To that end, the union proposes that we:

- Strengthen language to prevent bullying/harassment/racism and to provide oversight and accountability

- Improve efficiency, fairness, equitability, and cultural sensitivity of dispute resolution processes
- Strengthen language to ensure equity, diversity, and inclusion of equity-seeking groups in hiring, retention, advancement, workload, and compensation

Staffing / Bargaining Unit

The work of the Task Force in 2017 was rooted in the building of a stable full-time faculty complement, as well as protecting academic work. Ensuring that students are supported in their learning by professors, instructors, counsellors, and academic librarians is essential to the success of the colleges. The union proposes that we continue this work and:

- Ensure that all academic work is performed by faculty who are employees of that College
- Establish staffing ratios for each College, including minimum staffing ratios for FT
- Establish minimum complements of full-time counsellors and librarians at each College

Job Definition

Coordinator functions vary widely from program to program and college to college, and the selection of coordinators is often steeped in favouritism and/or a lack of transparency. The union proposes that we work to:

- Clarify the coordinator role, including but not limited to the selection process for coordinators, preference for full time faculty, time allocated, salary steps, and issues of equity, including coordinator duties for counsellors and librarians

Job Expertise

In order to allow faculty the ability to continue their professional development and build their field expertise, the union proposes:

- Ensure all faculty the freedom to take employment, consulting or teaching activities outside the College in cases that do not cause any conflict of interest

Compensation

The union proposes to improve wages and benefits in keeping with the current restrictions imposed under Bill 124 as it applies to total compensation and that will:

- Implement an increase in wages and benefits that is consistent with our established comparators and current legislation
- Benefit coverage for medical cannabis and dental implants



Academic Bargaining 2021

College Chair's Opening Remarks



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)

July 8, 2021

Management Bargaining Team Chair's Opening Remarks

As we begin this round of bargaining at an unprecedented time in our shared history, we are looking forward to the opportunity to explore with you issues that are relevant to the faculty collective agreement, and to co-create solutions that will unite us and prepare us for a future together. As a collective, our team brings diverse experiences and perspectives to this round of bargaining, including more than 100 years' worth of combined teaching experience. We all believe strongly in the role that the Ontario college system plays in higher education, and in the importance of keeping students and their needs as a central priority.

Like you, our team has spent the last several months consulting with various groups at all 24 colleges. This has included human resources, academic leadership (including a focused session on apprenticeship), equity, diversity, and inclusion teams, and finance, to name a few. Through College Employer Council and EERC we have also been listening to concerns raised by faculty within the system in the years since the last collective agreement was finalized.

What we have learned through those processes is that both faculty and management would like to see changes made to the current collective agreement. That said, we are also acutely aware that as we begin to emerge from the most devastating pandemic in the last 100 years, the most critical thing we need as a system is for employers and employees to unite for the good of our students and stakeholders. That is why we have created the tagline you see on our backgrounds. Our overarching goal is to bargain for "A Future Together" in which we collaborate to provide students with stability, flexibility, and high-quality education. We are looking forward to hearing and understanding the Union's point of view, and to having our point of view heard. We view the bargaining process as an opportunity for both sides to engage in full, frank and at times direct dialogue to identify issues and ultimately discover terms upon which we can reach mutual agreement.

As a starting point for those discussions, I want to share with you the eight values and goals that our team has developed and will be using to guide our thinking during this round of bargaining.

They include the following key points:

First and foremost, we aim to respect the bargaining process by engaging in rational and informed discussion.

Our team is prepared to listen to you with open minds as we expect that you will listen to our perspective. As previously stated, we view this process as an opportunity for fulsome and frank dialogue aimed at identifying issues and discovering terms upon which we can reach mutual agreement. As in all bargaining, it is this search for common ground through unhindered dialogue that allows us to draft contract language expressing our mutual intention which is what survives the bargaining process. We will take the time to understand your perspectives and proposals so that we can work together on issues that can effectively be addressed during this round of bargaining.

Our second goal is to negotiate a fair and reasonable settlement for our faculty that is within our means and aligned with the entire set of our goals and values.

We are proud of our commitment to invest in faculty, and of the fact that we were able to minimize layoffs of full-time regular academic employees during the pandemic when many members of the wider community were experiencing layoffs and job losses. We know that other industries and jurisdictions were harder hit in this way than the Ontario College System was.

We are also proud of the fact that Ontario college faculty continue to receive one of the highest salary maximums in the country. The current contract provided annual salary increases of 7.75% which, with compounding, provided for an 8% increase over the life of the agreement...as well as step increases for eligible faculty, and benefit enhancements.

The colleges' investments are deliberate. We know that the success of Ontario's colleges depends on investing in teaching and learning. Our faculty deliver the quality programs that our students depend on to enhance their education and skills.

Our third and fourth goals are somewhat connected and grounded in legislation. They are to maintain students as our central concern while balancing the needs of all college stakeholders; and to preserve the sustainability of colleges as public institutions.

As outlined in the legislation that governs our activities, the purpose given to the colleges is "to offer a comprehensive program of career-oriented, post-secondary education and training to assist individuals

in finding and keeping employment, to meet the needs of employers and the changing work environment and to support the economic and social development of their local and diverse communities.”

The *Ontario Colleges of Applied Arts and Technology, 2002 Act* establishes colleges as agents of the Crown operating on behalf of the provincial government with accountability to the people of Ontario. In other words, colleges are not fully independent entities accountable only to themselves. They are also accountable to the broader public and the government for their actions, for the achievement of goals consistent with government priorities, and for prudent financial management. In this they must operate with a view to long term sustainability.

This is no small challenge given one area in which we have shared concern...that of the level of government funding for colleges.

We all know too well that Ontario’s Colleges are the lowest funded of any post-secondary system in Canada.

Although we have not yet reversed the trend of government investment, we recognize that it is through the hard work and dedication of college employees, including all your members, that we have managed to maintain high standards of education and exemplary results. Working together in a common cause that puts the interests of students first may be our best opportunity to change this trend. Demonstrating conflict, disunity, and disruption of the educational lives of students will not assist in reversing the funding trend.

As I believe has been discussed in past rounds of bargaining, we also note that the effects of the ongoing funding challenges have impacted the Colleges to varying degrees. While many colleges are operating on sound financial footings, there is an uneven distribution of this success among institutions. This uneven impact is a particular challenge for province wide bargaining which focuses on a collective agreement that generally seeks common operating provisions for all colleges.

Over this past year, our ongoing funding challenges have been exacerbated by the impacts of the COVID-19 pandemic. We are currently seeing a system level decrease in both domestic and international first semester confirmations for Fall 2021. For international students, the enrolment challenge is compounded by pandemic related barriers such as longer than normal visa approval times and ongoing travel restrictions across the globe.

It is in the context of a continued financial challenge along with current enrolment challenges that we undertake our important work together. As we do so, we must keep in mind the unique role that Ontario colleges play within the higher education landscape.

Scholars such as Glen Jones (1997), Michael Skolnik (2010), and others, have published research on the creation and evolution of colleges in Ontario; and on the difference between colleges and universities within Ontario¹. There is historical evidence that the province intended the college focus and objectives to be different than those of its universities and, as such, it set out to create colleges with different legislative and governance parameters to those of universities. Public colleges have a more targeted purpose than that of universities. As the legislation points out, they are required to be “career-oriented” and designed to assist in finding employment as well as meeting “the needs of employers and the changing work environment”. In contrast, universities have objects that are more general in nature, emphasizing the creation and dissemination of new knowledge².

As we engage with you in the co-creation of future focused solutions, it is our responsibility to ensure that we remain focused on our students, and on the Ontario college context as it is laid out in our legislated mandate.

¹ Jones, G. A. (1997). Higher education in Ontario. In J. A. Jones (Ed.), *Higher education in Canada: Different systems, different perspectives* (pp. 137–159). New York: Garland Publishing.

Skolnik, M. L. (2010). A look back at the decision on the transfer function at the founding of Ontario’s colleges of applied arts and technology. *Canadian Journal of Higher Education*, 40(2), 1–17.

² Hogan, B.E., and Trotter, L.D. (2013). Academic freedom in Canadian higher education: Universities, colleges, and institutes were not created equal. *Canadian Journal of Higher Education*, 43(2), 68-84.

Given that context and based on the expressed needs of our various stakeholders, our 5th goal is to continue to work on the expansion of Colleges' ability to deliver quality programming in a flexible manner.

As the nature and complexity of the needs of our learners continues to evolve, we must continue to adapt and increase the ways in which we deliver our programs. This does not mean eliminating the ways in which we have done things effectively in the past; but it does mean adding new options and opportunities so that we are able to continue to meet the needs of learners who are looking for "traditional" programming options, **and to meet** the needs of those who require greater flexibility to reduce barriers to access and success.

Our 6th goal is to be mindful of the fact that delivering programming in a flexible manner also requires us to continue to provide necessary support to ensure the success of our diverse learners.

Just as we need to ensure that we are providing flexible and diverse learning opportunities to our students, we must also ensure that we are providing them with flexibility in terms of time of day, days of the week, months of the year, and delivery methodology of programming and supports.

Our 7th goal is to undertake this round of bargaining with an intentional focus on the values of equity, diversity, and inclusion and the ongoing process of reconciliation with Indigenous Peoples.

We are aware that the current collective agreement must be reviewed with the intention of beginning to collectively identify and address language and process issues which contribute to barriers to creating an equitable, diverse and inclusive workplace.

And finally, I will close my remarks with a focus on our 8th, and one of our most important goals as we head into bargaining...that of fostering an ongoing positive relationship between the union and management.

There is no doubt that we want to avoid labour interruption. Through the experience of the last round of bargaining, and the feedback received afterwards through mechanisms such as employee and student feedback, and the Reg Pearson report, much was learned. One observation that was made as

part of the Reg Pearson Report was that there appeared to be an expectation of a strike and a deference to arbitration as the means to resolve impasses during that round.

We do not want that to happen this time around. Management, through CEC, has been making conscious efforts to learn from the past and to work towards a more positive relationship between the union and management. Over the last 18 months this has included many steps to work together with OPSEU leadership and the EERC, including joint letters to the ministry for vaccination, and time off for testing and vaccination.

As we enter this round of bargaining, we are doing so with a new CEO at CEC, new legal counsel, a new chair, and new communications channels to improve information sharing. During this round of bargaining, we intend to continue to be forthright and open about the rationale for any additions, deletions, and modifications to the collective agreement that we put forward during bargaining. We trust that the Union will do the same. This process is not about posturing for an audience but rather engaging in deep unreserved discussion to find common ground.

I have taken the time today to outline our goals and values so that you can gain an understanding of our approach and thinking. We will reflect on these goals to guide our deliberations and assess proposals that come forward as bargaining progresses.

We have a strong commitment to finding common ground between us and reaching a negotiated settlement that will ensure that we can preserve the integrity and quality of Ontario's college system now and for our future together.

It is important for all stakeholders in the college community to continue to work together for a Future Together. Now, more than ever, we need stability in the system so that our learners, employers, and educators have confidence that we can meet their needs and continue to provide quality public education.

We hope that the exploration of our different perspectives on these matters will provide a foundation for some fruitful discussion during the days that we have scheduled. As we come to understand each other's views we expect to discover common interests that can be used to build a settlement.

We know from past rounds of bargaining and more recent discussions at the EERC that none of this will be easy. The current environment is different from the last round of bargaining and is made more challenging by the current global pandemic. But with goodwill and good intentions on everyone's part, I am optimistic that we can accomplish much together. I assure you that our team is committed to the task, and we look forward to working with you.

Thank you very much for your time and attention.



Academic Bargaining 2021

College Non-Monetary Proposals



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)

July 8, 2021

ACADEMIC BARGAINING 2021

COLLEGE NON-MONETARY PROPOSALS

COLLEGES' GOALS

The Colleges have established a clear set of goals and values for this round of bargaining:

- Negotiate a fair and reasonable settlement for our faculty
- Expand Colleges' ability to deliver quality programming in a flexible manner
- Continue to provide necessary support to ensure the success of our diverse students
- Preserve the sustainability of Colleges as public institutions
- Respect the bargaining process by engaging in rational and informed discussion.
- Integrate the values of equity, diversity and inclusion (EDI) into the process
- Maintain students as the central concern while balancing the needs of all college stakeholders
- Foster an ongoing positive relationship between the union and management

These goals and values will guide our deliberations and help us assess proposals that come forward as bargaining progresses.

The CEC, on behalf of the Colleges, would like to discuss changes to the collective agreement that will enhance the ability of the colleges to sustain the long-term provision of quality education by:

Updating the workload and other provisions of the collective agreement:

- Review the implementation of the partial-load job security provisions (registry) and propose improvements based on shared experience.
- Propose workload changes recognizing differences between asynchronous and synchronous delivery
- Amend the workload provisions to account for the delivery needs of specialized programs (academic upgrading, apprenticeship, aviation, etc.)
- Review scheduling provisions to better serve the access needs of students and align with a modern year-round college

Enhancing the College's ability to support the quality of education

- Allow for a single temporary teacher to cover the full period of absence of a full-time faculty on a defined leave of absence of over twelve months
- Ensure annual professional leave enhances the quality of education
- Provide a longer training and assessment period for probationary employees

Revising the language on staffing & recruitment

- Modernize language of Counsellor class definition
- Increase flexibility in staffing models and supervision
- Recognize partnerships with accrediting bodies when assessing staffing priorities

Clarifying the provisions on union business

- Adjust communication timelines for union business to facilitate effective planning

Adapting grievance procedures to recognize the time-limited and exceptional circumstances of the pandemic

- Given the impact of legislation and public health requirements on staffing models, provide a moratorium on the use of staffing data during the pandemic period

Modernizing the collective agreement

- Review the collective agreement to update language and identify priorities to support Equity, Diversity, and Inclusion.
- Clarify Pregnancy/Parental Leave SUB language

Other

- Explore options to jointly collect workload data on a go forward basis
- Broaden language into Article 4 to identify the shared interest of fostering a mutually respectful workplace

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

Monetary issues will be discussed after the discussions of our non-monetary issues.

TAB C

Management Bargaining Team Chair's September 24th, 2021 Presentation on Settlement Proposal Misrepresentations, Mediation, and Union Proposal Language and Costing

Settlement Proposal Misrepresentations

We have considered the CAAT-A team presentation to us on Friday, September 17th.

We want to reiterate that we put our without prejudice settlement proposal forward in the interests of our students and the sustainability of our system more broadly. Now is not the time for fundamental revision of our relationship which can only be achieved through labour disruption, harming our students.

We have seen various communications from the Union that conflate the without prejudice settlement proposal with the other language proposals which we have offered to set aside. We have also noted that many of the Union communications have misrepresented components of our settlement proposal. Some examples include the following:

- One communication claimed that we were likely looking for a 1008 hour partial load probationary period. The CAAT-A team knows that this is not contained in our without prejudice settlement proposal.
- Another suggested that the proposed workforce task force “explicitly targets current workload protections”. There are no explicit targets in our proposal.
- Yet another suggests that the without prejudice settlement proposal is “take it or leave it non-negotiable”. We have never said that.

We are troubled that the Union appears to be bargaining in public without engaging in the appropriate bargaining process of discussing our proposal with us. We don't see these actions as conducive to getting to a collective agreement. These actions undermine our shared obligation to engage in full and frank discussions at the bargaining table. If there is something the CAAT-A team wants to say about our proposal, we expect the CAAT-A team will say it to us first.

Unfortunately, the Union does not appear to be hearing what we are saying or are, somehow, misunderstanding what we are saying to the Union. We are, therefore, going to be very clear in our response to the CAAT-A team today.

Union Proposal Language and Costing

As drafted, the Union's tabled demands U1 on Equity, U2 on Workload, U3 on Partial Load, U4 on Class Definitions, U5 on Academic Freedom, Intellectual Property and Faculty Academic Councils, U6 on Staffing, U7 on Joint Committee Work, U8 on Outside Work and U9 on Coordinators are not acceptable to the Colleges and present concepts that the Colleges cannot and will not ever agree to.

As a team, we have reviewed each of the Union tabled demands at length and none of them disclose paths to potential collective agreement language with which we could ever agree. We have provided counter proposals where we thought that there might be a shared interest, but the CAAT-A team has dismissed those counter proposals out of hand without any substantive discussion.

We have costed some of the Union demands using the most conservative assumptions:

The U2 Workload Proposal regarding 2 additional hours of out of class time, the change in Essay/Project Evaluation factor and the revised preparation factors would reduce assignable teaching contact hours across the system by at least 34 % to 9 TCHs at an annual cost of at least \$370 Million (this does not include the effect of the Union change in the definition of Essay/Project to be anything more than “one word or character”);

The U2 Workload Proposal to reduce assignable Counselling time from 35 hours to 25 hours represents an estimated system-wide cost exceeding \$6 Million annually based on the current number of Counsellors;

The U3 proposal on Partial Load salary would cost in excess of \$120 Million per year (without considering any effect of workload restrictions);

The U4 proposal aims to eliminate the work of a substantial number of current Support Staff employees who provide invaluable service to students. Replacing support staff employees with academic employees would represent a substantial cost increase to the system;

The U6 proposal on Staffing in respect of Counsellors would require the hiring of 320 new Counsellors across the system, in respect of Librarians it would require the hiring of 98 Librarians across the system which together in total would represent an estimated annual cost increase of \$48 Million.

The U6 proposal in respect of Professors and Instructors would require the creation of 3,000 new Full-Time positions and the elimination of 42% of non-Full-Time Teaching Contact Hours. The net cost increase to the system would be at least \$211 Million per annum.

The U7 proposal on Joint Committee work would require, across the system, that the Colleges pay an estimated additional \$25 Million annually for Union Release Time.

The U5 proposal respecting Intellectual Property would result in the effective elimination of all industry sponsored research across the system. Presently, Colleges contract with Industry Partners to conduct applied research in areas valuable to them. If Industry Partners no longer owned the results of that work and had to instead negotiate individually with Faculty over the ownership of the intellectual property, the arrangements would cease to exist. Further, the Union proposals would virtually eliminate access to NSERC grants.

Based on our conservative assumptions, these proposals alone result in an estimated increased annual cost to the system of at least three quarters of a Billion dollars. This estimate does not include the costs associated with: a 1% increase in compensation; the additional prep and evaluation factors that the Union has proposed; the loss of revenue associated with the termination of applied research contracts; etc. It also does not include any monetary demands the Union has yet to make.

In addition to these high-cost demands, some of the Union other demands are matters that we could never agree to for legal reasons:

The U1 Equity proposals to add “Students whose first language is not the language of instruction” and “number of languages used in the classroom” to the list of matters to be considered by the Workload Monitoring Group, are offensive to our diverse learner population and invite, in the most benign circumstance, unconscious bias in workload determination based on stereotypical assumptions. In the worst case the impact could be far more dire;

The U5 proposal ignores the fact that colleges have always had input from faculty, students, and the community (at the Board of Governors, through statutory advisory committees, and through various other means) which has been foundational to our success as a system. The Union proposal for the creation of new “Faculty Academic Councils” is contrary to our governing legislation.

Last Friday, the CAAT-A team reiterated that its demands are demands that have been set through the Union internal democratic processes. However, that may be, these demands as articulated in the Union proposed language are not changes on which an agreement can ever be reached.

Mediation

On September 17th, the CAAT-A suggested that the Parties engage a mediator to assist with bargaining. We do not see how mediation can make any of the solutions suggested by the Union language proposals any more acceptable. We will never agree to any of the solutions suggested by the Union bargaining team’s language proposals.

Having said that, given that the CAAT-A team has refused to engage in rational and informed discussion with us, we believe that engaging a mediator may finally cause the Union to communicate with us about the interests underlying the Union demands. We hope that a mediator might require the CAAT-A team to engage in some informed discussion with us which has been entirely lacking in the bargaining to this point.

In the interests of stability for our students, we remain committed to negotiating a settlement as quickly as possible and avoiding a strike. Therefore, we are willing to engage a mediator to assist in exploring whether any agreement is possible.

If the CAAT-A bargaining team is not prepared to take its membership on strike over the solutions suggested by the Union language proposals then please remove them from the table, as we have done with our contentious items through our without prejudice settlement offer, so that we might have constructive discussions at mediation toward concluding a collective agreement.

We understand that Mr. Simpson is not available to act as mediator. We have reached out to a number of well-regarded mediators to ascertain their availability and willingness to assist. We are aware that Steve Raymond, Eli Gedalof, and Jim Hayes are each willing to act as mediator and are prepared to make themselves available to us in the immediate future.

Again, subject to the Union's willingness to share the cost of mediation, we look forward to hearing from the CAAT-A team today so that we can engage one of the mediators to work with us immediately. We also note that this may require all of us to be available on evenings or weekends in order to facilitate mediation. We are of course willing to do that.

TAB D

Tim P. Liznick

From: Peter McKeracher <Peter.McKeracher@thecouncil.ca>
Sent: August 9, 2021 5:05 PM
To: Petrie, Heather
Cc: Christiane Emond
Subject: Request for Background Information re Union proposals

Hi Heather

As we consider the Union's various proposals, we need more information in order to be able to fairly and fully consider its position. We are very interested in understanding the information and data that informed the union's positions and demands. We hope that this information will enable us to identify areas where we can find common ground.

The union frequently referred in its presentations on a number of its themes to the input that it received from its membership in the demand setting process including the results of surveys. Can the union provide the survey questions and responses? What percentage of the total membership provided input to the demand setting or surveys? Please provide a breakdown of the response rate by full-time and partial load status.

U-1 Equity

Do we correctly understand that the only research upon which the union relies for the assertions in the two points, below, are the two articles that were attached to its post? If there is any other research that informs these assertions please provide it.

- "research indicates that Indigenous faculty and faculty from equity-seeking groups are overrepresented in precarious work categories (such as contract faculty)"
- "research in Canada's postsecondary education systems indicates that women, racialized and indigenous faculty are less likely to have full-time positions.

The Union indicated:

- "preliminary research indicates that women do not have pay equity at the colleges."

What preliminary research is the union referring to? Please provide a copy of all of the data.

U-2 Workload

Are there any studies or research that the union has relied upon in developing its workload proposal? If there are, please provide copies.

U-3 Partial Load

The Union said:

- "precarious contract faculty comprise approximately 75% of faculty in the colleges...and;
- since May 2020 many partial load faculty have seen a reduction in their work;"

Please provide the data or the research upon which the union makes these assertions.

The Union said:

- Colleges returning to near record levels of student enrolment

Please provide the data supporting that assertion.

U-5 Academic Freedom:

Is there any research or data upon which the union has relied in formulating its proposals that are specific to Colleges of Applied Arts and Technology in Ontario, in Canada or in another jurisdiction?

Finally, I believe I already asked for the revised Education Report when it becomes available

Thanks for your attention to this request.

Peter

Peter McKeracher (He/Him)

Vice-President Labour
College Employer Council



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[\[linkedin.com\]](https://linkedin.com)

TAB E

August 11, 2021

Union Presentation with U10

Thank you for sharing your response to our equity proposal yesterday. We have reviewed the 70+ questions you posed, and have some initial thoughts.

First, we are baffled by the tone and content of your response. Your response follows a classic institutional pattern when equity-seeking groups raise issues of systemic discrimination: deny, delay, defer, and do nothing.

Your response is not appropriate in a bargaining context. This is not an arbitration; this is not a thesis: this is a negotiation and you need to begin that process by sharing your positions as opposed to delaying by posing an exhaustive series of unnecessary questions.

In terms of your requests for data, we note that the questions center in three areas:

1. Background research related to equity and post-secondary broadly
2. Data that is specific to the Ontario college system
3. Data that was collected as part of our demand setting process

The research we have relied on comes from research around how inequity manifests in post-secondary institutions across Canada and the US. This research is widely available, and we cited some Canadian examples in our proposals. We also have decades of experience on our team in working on issues of equity and challenging systemic discrimination. If you need a bibliography of resources to review, we can certainly compile one; however, we would ask how this would change your response to our contract language, or influence your position around equity?

In relation to your questions around data and research specific to the Ontario college system, we would ask, respectfully, if it is your position that the Ontario colleges are somehow exempt from the systemic discrimination that has widely been acknowledged across Canadian institutions? We would also suggest that you have access already on your team to a host of examples that have been catalogued in college-commissioned or -produced reports and working committees on EDI, systemic racism, systemic anti-Indigenous racism and decolonization at Humber, George Brown, St. Lawrence and Confederation, in addition to others across the system. We invite you to share these reports, including unsegregated data, to inform our conversation.

That said, we can all agree that there needs to be more data collected specific to Ontario colleges. Our proposals focus on exactly that process: setting up mechanisms and structures for ongoing discussion, creating mechanisms for collecting and analyzing data, and establishing committees and processes to achieve structural change. One would think that accepting our proposals on equity would address many of the questions you have around research and data, and be an easy way to demonstrate your commitment to meaningful change.

With regard to data related to the lived experiences of our members, you should be well aware of how our demand-setting process works, and also that the process of survey responses, discussion at local and final demand setting, and individual member comments are confidential. It would be inappropriate to share such confidential--and often personal--information with the employer. Indeed, it may put some of our most vulnerable members at further risk in their colleges.

We answer to our members, not to the employer when it comes to faculty's demands. The overall survey results were shared with members, who created demands locally, which were debated and discussed provincially. The demands we put forth arise directly from this democratic process. Our faculty members bring issues forward, discuss and debate them, and advance to the table those issues that they see as centrally important to address.

Our team was elected to represent the faculty and forward their demands. We believe what our members have shared with us around their experiences of discrimination, bullying, harassment, and racism. These experiences are reflected, certainly, in complaints and grievances, but there also needs to be recognition that many of these go unreported. That does not mean that they cannot be addressed.

While many of our members will and have volunteered to share their direct experiences of racism and discrimination in their work at the colleges, and while we are more than willing to include them as direct subject-matter experts at the table, we are also very clear that this would need to be understood as a representative sample of a systemic problem. For many members, burdening them with the weight of trying to convince you that their lived experiences do, in fact, include discrimination, in this forum is both fundamentally offensive and would constitute a process of revictimization.

It is not a normal process in negotiations for an employer to request detailed information about members' survey results and detailed information from the demand-setting meetings that formed the basis for member demands.

One clear theme in your response and questions is your lack of acknowledgment that systemic discrimination already exists in the Ontario colleges. Our proposals start from the premise that both sides acknowledge that systemic discrimination exists at all Ontario colleges, as it does in every facet of our society. To do otherwise would be to deny the direct experiences of racialized and Indigenous peoples, along with that of members of all equity seeking groups.

We thank you for your working definition of Equity. The sources that you cite in its development are both from Universities, one outside Ontario--we are struck by the fact that no adequate definition of equity is currently to be found within the Ontario College system. We also note that the language that both of these institutions have proposed includes a requirement to enact structural, systemic change.

Looking at your working definition, we are also struck by some of your specific choices in adapting this source material: What was selected, and what was excluded. For example, where the Queen's University definition states that "Equity is the guarantee of fair treatment, access, opportunity, and advancement for all" -- full stop -- your definition appears to add to the end of that sentence a qualifying statement that narrows the definition of equity to a guarantee of no "discrimination based on the prohibited grounds in employment under the human rights code". At best, this qualification appears to limit the Colleges' commitment to its current minimal legal obligations; at worst, it appears to assert that certain individuals or groups are not entitled to equity.


Our other major concern with your working definition is that it ignores the Colleges' role in creating and sustaining barriers to opportunities, focusing instead exclusively on the Colleges' responsibility for removing those barriers. In your working definition, marginalization is something that occurs to people exclusively prior to their involvement (or perhaps their efforts to be involved) with Ontario Colleges – it is a product and feature of people's "starting places or history" – and this notion implies that the College system is at worst neutral, in failing to remove barriers to opportunities. On the contrary, we would invite the Employer to consider that the College system bears more responsibility than that, and that the system bears culpability for erecting and actively maintaining barriers to full participation.

Put simply, if we are unable to identify our own privilege and the inequities that it produces and that in turn sustain it, then our efforts to limit that privilege are unlikely to be meaningful, let alone effective.

We find one last component of your working definition – concerning the Colleges' obligations – to be problematic. While the Queen's University definition states that "redressing unbalanced conditions is needed to achieve equality of opportunity for all groups", your working definition turns to the language of the UBC definition, which states that "deliberate measures to remove barriers to opportunities may be needed to ensure fair processes and outcomes."

To say that "deliberate measures to remove barriers to opportunities may be needed" is also to connote that such deliberate measures may not be needed – it once again adds conditions to the College's obligations to actively promote opportunities to marginalized individuals and groups. Lastly, so as not to take words out of context, I point out that this phrase appears in the UBC definition at the end of a clear, unambiguous statement of institutional obligation – the claim that "equity requires the creation of opportunities for historically, persistently, or systematically marginalized populations of students, staff, and faculty to have equal access to education, programs, and growth opportunities that are capable of closing achievement gaps." The claim in the UBC equity statement acknowledges that inequities currently exist within the system and that active efforts must be taken to undo them. The Queen's University statement does the same. No such acknowledgement is present in your working draft, nor frankly in the extensive list of questions that you provided yesterday, nor--to our understanding--in any claim that you have made thus far.

We believe that equity statements are an opportunity for us all to acknowledge the social responsibility that we and our institutions bear for perpetuating systemic discrimination, and to take personal and collective responsibility for redress. The statement that you provided fails to acknowledge whether or not a problem exists in the College system in the first place, and appears to deny any obligation beyond the legal minimum to address it.

To that end, we are proposing that we add the following preamble to the Collective Agreement prior to Article 1, in keeping with the principle that equity is the source from which all other rights flow. We propose language that we believe reflects a shared understanding in this round, and that may help to prevent further delays in future rounds. Equity language should be foundational, but not frozen. Incorporating a definition into the Collective Agreement allows both faculty and the employer to revisit and update the definition, as society and the colleges continue to evolve. 



COLLEGE
FACULTY

PERSONNEL
SCOLAIRE
DES COLLÈGES



Bargaining Update August 11, 2021

Workload

Today, the College Employer Council (CEC) team presented a series of questions about the workload proposals that the Union presented last Wednesday. As in the case of their response yesterday to our tabled equity proposals, many of those questions presented challenges to the Union's claim about faculty workload needs. The CEC team also presented a proposal (attached) for a task force to review workload issues. We will review their presentation and respond to it in upcoming days.

Equity

At the end of yesterday's meeting at the bargaining table, the CEC team posed over 70+ questions in relation to our equity proposal (see attached). Almost all of the employer's questions centered around challenges to the research and data that formed the basis of faculty's demands.

Today, we reviewed and responded to their feedback, including our displeasure with their dismissal of faculty's lived experiences. We pointed to those areas of our proposals where we had presented policies for the collection of data, and we proposed additional language as a shared definition of equity, using their response yesterday as a starting point, and asserting the importance of acknowledging the presence of barriers to equity in the Colleges as a first step in any policy to remove those barriers. As we committed to you early on, we are including our presentation and proposal below (the new language is bolded and underlined).

College Finances

As mentioned in yesterday's update, we have received documents related to our disclosure requests on the colleges' financial situation.

Based on the information provided by the CEC, there is a surplus of over \$100 million in the Ontario college system for the current fiscal year, following on the heels of a \$333 million dollar surplus in 2019-2020. Only two colleges--Durham and Fleming--are posting a deficit, and this is despite both of these institutions receiving government bailouts of \$7.1 million and \$6 million, respectively. Nevertheless, the CEC has repeatedly referred to the funding challenges faced by the colleges. While we agree that chronic underfunding from the government is a challenge, it is clear that the colleges are in a position to invest in the changes that faculty and students need to ensure that academic quality is the central concern in a rapidly changing college system.

Our hope is that this round can create a better foundation for labour relations by taking faculty priorities seriously and considering our input meaningfully. Over the coming weeks,

we will be exploring in more depth the key issues that you've identified in your working conditions, and the context currently facing the Ontario college system.

TAB F

Management Bargaining Team Chair's August 12 Response to Union Feedback and Published Bargaining Update

In the Union's feedback to us at the end of the bargaining day yesterday, and in the Union's August 11th bargaining update to its members, the Union made various statements which require response. In those respects, we submit the following:

- We view the bargaining process as an opportunity for fulsome and frank dialogue aimed at identifying issues and discovering terms upon which we can reach mutual agreement. This requires dialogue and the exchange of information and data underpinning each party's perspective.
- In a mature collective bargaining relationship, when one looks to change provisions or add provisions, one is typically guided by the principle that changes ought only be made where there is a demonstrated need for the change. The demonstrated need includes two components: demonstration of the problem, and demonstration that the proposed solution effectively addresses the problem.
- Our questions are aimed at discovering what in the current collective agreement is broken, what is the demonstrated need for the change to the language, and how the Union proposed change would address that problem. We are not engaged in a process of final offer selection. We are engaged in a search for compromise. To find compromise full discussion is necessary. This exploration of the reasons behind proposals is the essence of collective bargaining.
- With respect to equity, we have consistently acknowledged our shared goal of removing barriers within the language of the collective agreement and the way in which our work can contribute to the broader efforts across the system to create a more equitable experience for all.
- We know from experience and from the work that is already ongoing in many colleges that these are very complex issues requiring time and effort (and in many cases specialized subject matter expertise) if they are to be addressed effectively. Effective discussion of these issues also requires a shared understanding of relevant data and of the terminology that will provide the foundation for this work. Like the Union, we are aware that significant work in this area is already occurring in many colleges and that there is expertise which can be leveraged to support our work as appropriate.
- We have clearly stated our view that we expect there to be some collective agreement related equity issues that we can effectively and collaboratively address during this round of bargaining, and others that will require collaborative union/management work in the intervening years in preparation for the next round of bargaining. Contrary to the assertion the Union team made yesterday,

we have not suggested that everything must wait for data collection and study. Our purpose in asking our questions was in fact to begin to get a sense of what data may be available to us now in order that we can engage in effective dialogue and the exploration of mutually agreed upon changes to the collective agreement during this round of bargaining.

- With respect to the Union's assertion that the management team is dismissing faculty's lived experience, we consider this criticism to be unfounded and factually incorrect. As outlined in our August 10th presentation, our questions are meant to help our team better understand the data and positions the Union has put forward so that we can engage in more informed dialogue and work together with the Union to identify any changes to the collective agreement on which we could achieve agreement during this round of bargaining.
- With respect to the Union team's assertion that "For many members, burdening them with the weight of trying to convince you that their lived experiences do, in fact, include discrimination, in this forum is both fundamentally offensive and would constitute a process of revictimization". We are not asking the Union members to prove any element of their lived experience. We are not asking for any individual accounts. We are asking for any aggregated data that the Union may already have, which would enable us to jointly develop solutions and support the exploration of practical improvements to the collective agreement.
- With respect to the Union's assertion that "One clear theme in (our) response and questions is (our) lack of acknowledgment that systemic discrimination already exists in the Ontario colleges". We are focused on creating targeted and effective solutions to demonstrated problems. To do that, the problem must be clearly identified. Our questions are focused on identifying those problems and exploring them as they relate to the language in the collective agreement.
- Finally, with respect to the Union's response on our working definition of equity: We submit that a shared understanding of relevant terminology will be foundational to our ability to achieve mutual agreement on any issue. Our proposed definition was not submitted as collective agreement language. Rather it was submitted as a lens through which we could examine the collective agreement. If the Union believes the lens is too narrow, that is a matter that we could have discussion on.

Our team is continuing to work on the remaining proposals that the Union has tabled. We've offered additional dates so that we can engage with the Union on those proposals prior to the next block of dates which are just before the expiry of the collective agreement. We understand that some of those dates may be available to the Union team and look forward to hearing back on which ones might work. If there are other dates that the Union can offer, we will canvas them.

TAB G

September 13, 2021

Email: jphornick@gmail.com
snield@opseu.org

JP Hornick, Chair, CAAT-A Bargaining
Steve Nield, Local Services Supervisor - BPS Negotiations Unit and Research Unit
Ontario Public Service Employees Union
100 Lesmill Rd.
Toronto, ON M3B 3P8

Re: Management Questions

Dear Ms. Hornick and Mr. Nield:

We are writing in an effort to advance the bargaining process so that we may be better positioned to negotiate a Collective Agreement renewal. It remains management's priority to secure labour stability in the interest of our students and staff. We sincerely want to come to an agreement before the collective agreement expires on September 30th.

The management team remains dedicated to engaging in informed dialogue. It seems however, based on your public statements, the Union considers our request for additional information and background to be unnecessary. In fact, in your most recent published statement you state "the employer team continued in their questioning of the legitimacy of faculty demands rather than dealing with the substance of these concerns... [and] the CEC chair has repeatedly suggested that the faculty team has not provided answers to their questions about the data that underlies our proposals."

On August 12, 2021, you advised you understood why we needed additional information and that you would provide further responses. Unfortunately, to date, despite repeated requests to do so, you have not provided further responses. Accordingly, we take this opportunity to reiterate our request for responses to our questions, including the details of the research you rely upon. We also want to take this opportunity to formally explain why it is important to us.

Clearly the Union felt it was important to collect data and research and reference it in your published documents in an effort to provide context and lend credibility to your proposals. From our perspective, in order to have meaningful negotiations, we need to better understand the rationale behind many of your demands.

Your current demands represent fundamental change to the existing Collective Agreement that would substantially change the college system. We have posed questions and asked for additional information so that we can better understand the Union's position, identify responses and potential solutions through dialogue and discussion. Our questions are designed to help us gain a shared understanding of the issues you are raising. From our perspective, it is not

conducive to engaging in productive bargaining and problem solving to simply state that changes are needed without providing the details that articulate the scope and complexity of the issue.

We hope you will provide answers to our outstanding questions so that we can improve dialogue, search for solutions, and advance the bargaining process to a renewed agreement. From our perspective, the better the understanding, the better the problem solving. We believe it is in all of our interests, and especially that of our students, to share information so that we can renew the Collective Agreement by September 30, 2021.

We ask that you turn your immediate attention to this and look forward to hearing from you by September 14, 2021. If we do not hear from you by that time, we will assume you will continue to deny our request.

Thank you very much.

Sincerely,



Graham Lloyd
CEO, CEC



Laurie Rancourt,
Chair Academic Bargaining Team

c. Peter McKeracher, Vice-President, Labour Relations College Employer Council

TAB H

Management Bargaining Team Chair's September 15, 2021 Settlement Offer Rationale

We have attempted to engage the Union in a discussion of the facts, circumstances and views (however supported) underlying the Union's various proposals to us. To date, the Union has refused to engage in such discussion and have simply asserted that the proposals that the Union has tabled are the demands of its members based on their lived experience. We have attempted to engage the Union in this discussion so that we could search for common interests between the Union demands and the interests and wants that the Colleges have before tabling specific language proposals. The Union has repeatedly requested that the Colleges table a complete set of its proposals as outlined in our overview of our non-monetary proposals.

Given the Union bargaining team's unwillingness to discuss the basis for the Union's demands and insistence that we table specific proposals beyond the interest we've already outlined to the Union, we now are tabling a complete set of proposals. We have already described for the Union the interests at which these proposals are directed and have provided the Union with our complete set of proposals in advance of this session. Please note that all changes in the complete set of proposals, including changes to wage rate would be effective on the date of ratification. Once the Union have reviewed that complete set of proposals, we would be happy to answer any questions that the Union may have.

In the meantime, we recognize that with the Union's full set of demands on the table and this complete set of proposals from the Colleges, bargaining will be long, difficult and likely unsuccessful. We do not want our bargaining to unfold in that way. We are, therefore, without prejudice to our complete set of proposals, tabling a settlement proposal that puts the Union demands and our proposals aside and concludes an extension collective agreement with some enhancements for Union members.

The COVID-19 pandemic has caused considerable disruption and dislocation for all College community members: Faculty; Support Staff; Students; and Administrators. With some public health restrictions now being relaxed allowing for a limited return to in-person learning, we believe that it is imperative that there be labour stability to protect our students' return to learning. The past 18 months have been trying for everyone and the last thing that any of us now need is a protracted negotiation or the prospect of a strike. Our team has reviewed and considered all of the proposals that the Union have tabled to us. These proposals are extremely complex and they would essentially result in modifications to almost every clause in the current collective agreement. Other than those that are addressed below, the Union's proposals as they were presented to us seem to be designed for rejection.

As we have discussed with the Union as recently as yesterday, in the Union's preambles and contextual presentations, the Union have framed its proposals as being supported by research or otherwise anchored in fact. However, when we have requested that the Union discuss that research or share any data that the Union have at the Union disposal that is informing the Union proposed changes, the Union have failed

to respond and have questioned why we would need access to that information. The Union bargaining team have simply told us that the demands are the demands of Union members based on their lived experience.

However, in a mature collective bargaining relationship, when you look to change provisions or add provisions, are typically guided by the principle that changes ought only be made where there is a demonstrated need for the change. The demonstrated need includes two components: demonstration of the problem, and demonstration that the proposed solution effectively addresses the problem.

While we do not discount the importance of lived experience, lived experience alone is not enough to provide the informed foundation that is required for us to jointly develop solutions and engage in the exploration of practical improvements to the collective agreement.

As they currently stand, the proposals the Union have tabled do not, in any respect, represent terms that the Colleges could ever agree to. As stated in our opening remarks, one of our goals for this round of bargaining is to maintain students as our central concern while balancing the needs of all college stakeholders. As public colleges we are bound by legislation and are accountable to the broader public and the government for our actions, for the achievement of goals consistent with government priorities, and for prudent financial management. In this we must operate with a view to long term sustainability.

We need to be very clear with the Union. We have very closely reviewed all of the Union's proposals and they represent changes that the Colleges would have no choice but to resist, including through a strike.

In the winter, we proposed an extension of the current collective agreement. The CAAT A - OPSEU bargaining team rejected that offer and has tabled demands that we have repeatedly indicated are completely unacceptable to us. We have now been meeting with the Union bargaining team since July. We have heard the Union's concerns and have identified some areas where we have common interests. We are therefore proposing an enhanced extension which addresses some of the Union's concerns which we share.

Although our complete set of proposals outlines a number of changes that we would like to see made to the collective agreement, we continue to believe that securing labour stability, which in turn will secure the academic year for our students, is more important in our current context than achieving those changes in this round of bargaining.

For these reasons, we are tabling a settlement proposal for an enhanced three-year collective agreement extension. Should this proposal not be accepted and ratified, the CEC reserves the right to pursue all of the changes that it has previously proposed.

This settlement proposal is designed to ensure that work continues between rounds of bargaining on:

- The collection of relevant data; and
- The development of recommendations for practical improvements to the collective agreement for the next round of bargaining in areas where we have a shared commitment to effecting positive change: Workload, EDI, and Indigeneity.

At the same time, it is designed to ensure that there is no delay in the implementation of wage increases for members of the bargaining unit, or in the implementation of some of the proposals on which we can achieve agreement during this round of bargaining.

We provided the Union bargaining team with an electronic copy of the settlement proposal just prior to this session. We will not read the entire document but will highlight the sections that it contains and spend time primarily on those elements that are being presented to the Union for the first time today.

With respect to EQUITY, DIVERSITY AND INCLUSION (EDI)

As stated in our presentation yesterday, we share the Union's commitment to the principles of EDI. We believe that this is an area where the parties could work together to obtain data concerning the composition of the bargaining unit and with that information, seek to identify any barriers in the collective agreement which impede the principles of EDI. Yesterday we tabled proposal M07 for the creation of an EDI Advisory Group. That same proposal is repeated in this settlement offer.

With respect to WORKLOAD

The Union has proposed a number of changes to the workload formula which would fundamentally change the way in which workload would be regulated across the system and would result in prohibitive increases to the cost of our delivery model. It is important to note once again that our existing workload formula was not pulled out of thin air. The current formula was created in 1985 and was later the subject of a rigorous statistical study conducted by a three-person working group chaired by one of Ontario's most renowned neutrals, Wesley Rayner.

Extensive consultations and surveys were conducted in 2008 and 2009, resulting in recommendations which provide the basis for the current system. We agree that our systems should be reviewed from time to time and therefore propose to have another expert panel review the functioning of the workload formula and report to the parties in advance of the next round of bargaining with recommendations for consideration at the bargaining table.

We have already submitted our M02 proposal for the creation of a Workload Task Force. That same proposal is repeated in this offer.

Retroactive Accommodation: In addition to our M02 proposal, we have included an additional workload related proposal in this settlement offer.

In the Union's workload submission, the Union has asserted that faculty are devoting more time to student accommodation needs. We note that the support available to faculty from various College departments has dramatically increased. Further, not all student accommodations involve the assigning of additional workload requirements to faculty.

There are, however, certain accommodation situations where there is a need for faculty to perform additional work that may not be reflected in their workload assignment. The Colleges propose, therefore, to add the following provisions in respect of full-time teachers and partial-load employees.

NEW 11.01 M

Where a teacher is assigned by the college to provide a retroactive accommodation under the *Human Rights Code* to a student after the conclusion of the teaching period in which the teacher taught the course, and that accommodation objectively entails additional academic work for the teacher, the teacher shall discuss with their supervisor the impact of the accommodation on their workload and, failing satisfactory resolution, the teacher may advance the matter as provided for under Article 11.02 A 1.

NEW 26.11

Where a partial-load employee is assigned by the college to provide a retroactive accommodation under the *Human Rights Code* to a student after the conclusion of the teaching period in which the partial-load employee was contracted to teach the course, and that accommodation objectively entails additional academic work for the partial-load employee, the partial-load employee shall discuss with their supervisor the impact of the accommodation and the supervisor will consider the provision of additional compensation to the partial-load employee for the accommodation related work.

With respect to INDIGENOUS EMPLOYEES AND TRUTH AND RECONCILIATION

As stated in our presentation yesterday, the Colleges embrace and support the findings and recommendations of the Truth and Reconciliation Commission of Canada. We also recognize that it does not lay to the CEC and OPSEU, two settler organizations, to determine the manner in which we should address reconciliation and the specific needs of Indigenous employees.

That approach is, in our view, disrespectful of the Indigenous community and is the same sort of colonial view that underlies the issues that we have today. Rather, recognized members of the affected Indigenous communities need to be part of the process of addressing reconciliation and Indigenous aspirations. Different measures, determined in partnership with Indigenous communities, may be appropriate in different areas of the Province and at the different Colleges.

We have already submitted proposal M08 which calls for the creation of a Truth and Reconciliation Round Table. That same proposal is repeated in this settlement offer.

With respect to COVID-19 PANDEMIC DEVELOPED COURSE MATERIALS

The COVID-19 pandemic has required all of us to pivot a number of times in seeking to meet the educational needs of our students. Many teachers created online content in order to deliver their courses remotely.

The emergency conversion of courses to remote online delivery is not the same as the development of Purpose-Built Online courses. With the emergency conversion occasioned by the COVID-19 pandemic, the Colleges do not intend to use the materials developed without the engagement of the teacher(s) who created them.

The Colleges propose a Letter of Understanding which provides for this assurance.

The NEW LOU would read as follows

Commencing in March, 2020, and continuing at least until May 2022, because of the COVID-19 Pandemic, courses which were in the process of being taught using Face-to-Face Delivery, or which would otherwise have been taught using Face-to-Face Delivery, were converted by teachers, on an emergency basis, to be delivered using Remote Delivery. In effecting this emergency conversion, teachers prepared various electronic materials including video and audio content, recordings of lectures and labs and other online content. Recognizing that the Colleges, from time to time, engage teachers to develop purely asynchronous online delivery courses ("Purpose-Built Online Course"), it is understood that this letter applies only to those materials that were specifically prepared for the emergency conversion of Face-to-Face Delivery courses to Remote Delivery Courses during the Pandemic (hereinafter "Pandemic E-materials") and not to courses specifically developed as a Purpose-Built Online Course. The Colleges agree that Pandemic E-materials shall not be used in the non-pandemic delivery of courses except by the teacher who developed the Pandemic E-materials or with the consent of the teacher who developed the Pandemic E-materials. It is further understood that where a teacher is assigned to develop a Purpose-Built Online Course, and the teacher uses any of the Pandemic E-materials that the teacher previously developed in the Purpose-Built Online Course, this Letter of Understanding shall not apply to the Pandemic E-materials included in the Purpose-Built Online Course.

In this letter of understanding:

Face-to-Face Delivery means learning that occurs when the teacher and students are together in the same place at the same time. Traditional classroom and lab settings are examples of face-to-face delivery. Face-to-face delivery is synchronous.

Remote Delivery means delivery that occurs when classes are taught at a distance and when students and teachers are not present together in a traditional classroom or lab setting. Remote learning may be synchronous or asynchronous and can be delivered through a Learning Management System, by using videoconferencing tools, emails, printed materials, broadcast media or through telephone or other voice calls or a combination thereof. Remote learning may be online or by correspondence.

Synchronous Delivery means delivery that happens in real time. Traditional face to face classroom or lab delivery are examples of synchronous delivery. Synchronous remote delivery occurs when teachers and students use videoconferencing, telephony tools, live-streaming, chats or instant messages in real-time to engage in teaching and learning activities.

Online Delivery means the delivery of educational content using an electronic Learning Management System or otherwise through the internet. Online delivery may be synchronous or asynchronous.

Asynchronous Delivery means learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

With respect to the COVID-19 PANDEMIC AND STAFFING

The social distancing requirements occasioned by the health directives during the Pandemic have significantly affected the Colleges' staffing requirements for courses that did run on campus.

Where in non-pandemic times, a course or a lab may have run with 40 students and 1 faculty member, during the pandemic class sizes were dramatically reduced to meet social distancing requirements. During one period, they were in fact limited to 10 meaning that that same course would have run with 4 sections of 10 students.

This staffing is not normative and will not continue once we fully emerge from the Pandemic. Therefore, full-time staffing decisions should not be based on this extraordinary occurrence.

The Colleges therefore propose that staffing data during the pandemic not be used for the purposes of Article 2 staffing considerations. We have therefore proposed a change to Article 2.03 D to prohibit the use of staffing data during the pandemic in Article 2 disputes.

We have already submitted the proposal for staffing during the pandemic in M03. That same proposal is repeated in this offer.

With respect to PARTIAL LOAD EMPLOYEE SERVICE FOR PUBLIC HOLIDAYS

Under article 26.09, partial load employees are entitled to holiday pay for statutory holidays on which they would otherwise work and where they work the scheduled days before and after the paid holiday.

The agreement does not presently recognize such a paid public holiday for the purposes of service pursuant to article 26.10 C. The Colleges propose to amend article 26.09 to specifically provide that a paid public holiday pursuant to 26.09 shall be credited as service for the purposes of article 26.10 C.

Our proposal is to amend article 26.09 to provide as follows:

26.09 Statutory and College Holidays

Partial-load employees who are under contract on the last working day prior and the working day subsequent to a holiday as defined in Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days and shall have such day counted for the purposes of service pursuant to Article 26.10 C. Under contract means there is a written contract between the College and the employee. Details regarding participation, eligibility, waiting period and benefit level are provided in our settlement offer document.

- For clarity, this change will require a transition. The proposed change from the 2017 to 2021 version of this article to the above version is that it shall become effective January 3, 2022.

With respect to PARTIAL LOAD PRIORITY

Partial load priority was introduced into the collective agreement in the last round of bargaining. During the term of the last collective agreement, a number of issues have become manifest with respect to the operation of that priority.

One issue is that the process does not align with the way in which the Colleges operate from a staffing perspective. The process currently operates on a calendar year basis while the Colleges operate on an academic year basis. Accordingly, the Colleges propose amending the article so that it will operate on an academic year basis.

The proposal in our settlement offer is to amend article 26.10 D to provide for the following:

- 26.10 D** In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and the departments/schools where the partial-load employee has taught such courses.

By April 30th in each year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following academic year. This individual will be considered a registered partial-load employee for the purpose of 26.10 E.

For the Fall, Winter, Spring and Summer terms of the 2021 – 2022 academic year and the Fall 2022 semester, partial load employees must register no later than October 30, 2021.

With respect to the COUNSELLOR CLASS DEFINITION

The Colleges and the Union have consulted over the term of the current collective agreement through the auspices of the EERC on revisions to the current Counsellor Class Definition in order to update it. Fulsome and vigorous discussion has occurred.

Class definitions are not intended to describe the minutiae of the duties of positions. Rather, class definitions are intended to provide broad direction with respect to the scope of roles within the system. It is common in the Colleges for persons in the various bargaining units (full time academic, full time support and part time support) to perform similar tasks.

Bargaining unit allegiance is typically determined through a consideration of the full scope of an individual position. As Arbitrator Mitchnick observed “The Colleges' Support unit, ... is not simply an administrative and/or clerical one, and is not without other examples of highly-skilled individuals contributing in a key way to students' success at the College.”

Where the majority of the duties are academic in nature, arbitrators have consistently concluded that those individuals should be in the academic bargaining unit. The class definition in no way alters that balance. The Colleges propose to update the Counsellor's class definition to recognize its critical role in providing professional assistance to students.

Our proposal for the Counsellor Class Definition in this offer of settlement is an amendment to our M01 proposal.

We have added the statement “...and engaging in applied research related to counselling work, as required by the College” to the end of the last paragraph of our previously proposed definition.

With respect to RATES OF PAY

The Provincial government has limited allowable total compensation increases to 1 % per annum over a three year “moderation period”. The Colleges are aware that OPSEU and several other public sector unions have commenced litigation seeking to overturn *Bill 124*.

Given that we must comply with the legislation as currently in existence, and recognizing that there may be changes in the future, we are proposing compliant compensation increases with the opportunity to discuss additional compensation if the legislative restrictions change during the term of this 3-year collective agreement just as we did with the part-time support staff bargaining unit.

Wage increases

The renewal collective agreement shall be for the term October 1, 2021 to September 30, 2024 with 1.0% compensation adjustments across the board in each of the three years of the Collective Agreement.

In this settlement offer, the date of application of the wage increase will be October 1st, 2021 as opposed to the date of ratification.

In addition, the Colleges propose to add the following Letter of Understanding: (LOU # number to be determined)

New LOU Re: Bill 124

Should Bill 124 - *Protecting a Sustainability Public Sector for Future Generations Act, 2019* be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.

In addition to the wage increase, we are also proposing in this settlement offer an addition to the EXTENDED HEALTH PLAN

We propose adding new Article 19.01 C regarding medical cannabis.

19.01 C Effective three months after the date of ratification, all full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$4,000 per year subject to prior authorization by the insurer and to the eligibility requirements and terms and conditions of the Plan and for the conditions listed in the plan.

Finally, we propose amending article 36.01 to provide for the term of the agreement to be October 1, 2021 to September 30, 2024.

That concludes our presentation for today. We hope that the Union will unanimously recommend this settlement proposal as the basis to conclude a collective agreement by September 30th.



Academic Bargaining 2021

College Proposal – M10A

Balance of Management's Non-Monetary Proposals

Part 1

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 15, 2021

M10A - Non-Monetary Proposals Part 1

ARTICLE 11 WORKLOAD

TBD

1) Amend 11.01 A as follows

- 11.01 A Each teacher, **other than teachers in academic upgrading**, shall have a workload that adheres to the provisions of this Article.

2) Amend 11.01 B 1 as follows

TBD

11.01 B 1 Unless otherwise agreed between the teacher and the supervisor,
total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for teachers in post-secondary programs, for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs and for up to 40 weeks in which there are teaching contact hours in the case of apprenticeship programs.

The balance of the academic year shall be reserved for complementary functions and professional development.

Workload factors to be considered are:

- (i) teaching contact hours attributed hours for preparation attributed hours for evaluation and feedback
- (iv) attributed hours for complementary functions

3) NEW 11.03 B 3

TBD

11.01 B 3 Asynchronous Delivery means learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

Online Delivery means the delivery of educational content using an electronic Learning Management System or otherwise through

the internet. Online delivery may be synchronous or asynchronous.

Where the College has develop a purely asynchronous online delivery course ("Purpose-Built Online Course"), the College may assign a professor or instructor to provide for evaluation and feedback to students. Only article 11.01 E 1 shall apply to determining the workload associated with a Purpose-Built Online Course and the TCH for the course, for the purposes of evaluation, shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.

Where the College determines that a Purpose-Built Online Course should have augmented or additional materials provided in the delivery, the matter shall be discussed between the teacher and their supervisor and a factor of up to 1:0.35 may be granted for preparation.

4) NEW 11.10 A

11.10 A Teachers in academic upgrading programs may be scheduled up to 20 Teaching Contact Hours in any combination of subject areas. *TBD*

5) AMEND 11.01 C

11.01 C Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes. **No teaching block will be scheduled for less than one hour. Teaching blocks may be extended by half-hour increments provided that the total weekly teaching contact hours assigned to a course equal a whole number. Each half-hour extension to a teaching contact hour shall include a break of up to five minutes.** *TBD*

The voluntary extension of the **assigned** teaching contact **time hour beyond 50 minutes** by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the teacher staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

6) Amend 11.01 E 1

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula

TBD

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND
FEEDBACK

Essay or project	Routine or Assisted	<u>Assisted</u>	In-Process
1:0.030	1:0.015	<u>1:0.010</u>	1:0.0092
per student	per student	<u>per student</u>	per student

7) Amend Article 11.01 E 2

11.01 E 2 For purposes of the formula:

TBD

- (i) "Essay or project evaluation and feedback" is grading:
 - essays
 - essay type assignments or tests
 - projects; or
 - student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.
- (ii) "Routine ~~or assisted~~ evaluation and feedback" is grading **of short answer tests** by the teacher outside teaching contact hours ~~of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.~~
- (iii) "Assisted grading" is grading generated through the use of computer based question and answer software or other similar evaluative tools or where marking assistants are provided.**
- (iv)** "In-process evaluation and feedback" is evaluation performed within the teaching contact hour.

- (v)** Where a course requires more than one type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.

8) Amend 11.01 H 1

11.01 H 1 The College shall allow each teacher at least ten working days of professional development in each academic year **to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the teacher to perform their responsibilities.**

TDB

9) DELETE 11.01 H 2 and renumber subsequent

10) Amend 11.01 H 3

11.01 H 32 The **nature, type and** arrangements for such professional development shall be made following discussion between the supervisor and the teacher **and is** subject to agreement between the supervisor and the teacher, ~~and such agreement~~ **which** shall not be unreasonably withheld.

11) Amend 11.01 J 1

11.01 J 1 ~~Notwithstanding the above, overtime~~ **Any workload assigned or attributed in excess of any of the workload limits established by Article 11, Workload, worked by a teacher shall not exceed one teaching contact hour in any one week or three total workload hours in any one week and** shall be **entirely** voluntary **and compensated in accordance with 11.01 K 4**

12) Amend 11.01 J 1

11.01 J 1 Notwithstanding the above, overtime worked by a teacher ~~shall not exceed one teaching contact hour in any one week or three total workload hours~~ in any one week ~~and~~ shall be voluntary.

13) Amend 11.01 K 1

11.01 K 1 Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed 180 contact days per academic year for a teacher in post-secondary programs, 190 contact days per academic year

for a teacher not in post-secondary programs or 200 contact days per academic year for a teacher in an apprenticeship program.

14) Amend 11.01 K3

11.01 K 3 Teaching contact hours shall not exceed 648 teaching contact hours per academic year for a teacher in post-secondary programs, 760 teaching contact hours per academic year for a teacher not in post-secondary programs or 880 teaching contact hours per academic year for a teacher in an apprenticeship program.

15) Amend 11.01 L 1 A

11.01 L 1 A Except for teachers in apprenticeship programs, the contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour except by written voluntary agreement, which shall not be unreasonably withheld, or established as an expectation on hire. The Union Local shall receive a copy of such agreement within seven days.

TBD

16) Amend 11.01 L 1 B

11.01 L 1 B For teachers in apprenticeship programs the contact day shall not exceed eight hours thirty minutes from the beginning of the first assigned hour to the end of the last assigned hour except by written voluntary agreement, which shall not be unreasonably withheld, or established as an expectation on hire.

17) Amend 11.01 L 3 A

11.01 L 3 A A teacher employed in the bargaining unit prior to September 30, 2021 shall not normally be assigned work on calendar Saturdays or Sundays. Where a such teacher is assigned to work on a Saturday or Sunday, the teacher shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed.

18) NEW 11.01 L 3 B

11.01 L 3 B A teacher employed in the bargaining unit on or after October 1, 2021, may be assigned to work any 5 consecutive days in a calendar week. The College will consider requests from teachers for non-consecutive working days where possible.

19) Amend 11.03

11. 03 The academic year shall ~~be ten months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from~~ commence September 1 ~~to the following June 30~~. The academic year shall in any event permit year-round operation ~~and where a College determines the needs of any program otherwise, then the scheduling of a teacher in one or both of the months of July and August shall be on a consent or rotational basis.~~

20) Amend 11.04 B 1

- 11.04 B 1** The College shall allow each Counsellor and Librarian at least ten working days of professional development in each academic year to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the teacher to perform their responsibilities.

21) Delete 11.04 B 2 and renumber subsequent

22) Amend 11.04 B 3

- 11.04 B 32** The nature, type and arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor and Librarian and is subject to agreement between the supervisor and the teacher, ~~and such agreement~~ which shall not be unreasonably withheld.

23) NEW ARTICLE XX.01 – ACADEMIC FREEDOM

Renumber 13.02 to 13.05 as XX.01 to XX.04

24) Amend 15.01A

15.01 A The vacation year shall be the academic year. A full-time employee who has completed one full academic year's service with the College shall be entitled to a vacation of two months as scheduled by the College. A full-time employee may request and, with the approval of the College, may have a vacation that is scheduled in periods other than a contiguous two-month block. A full-time employee who has completed less than one full academic year's service with the College shall be entitled to a two month vacation period and shall be paid the remainder of the employee's prorated annual salary. The request of the employee shall be in writing and a copy provided to the Union Local President.

Where the employee requests a vacation in other than a contiguous two month block, the employee shall be entitled to forty-three (43) weekdays of vacation not including any holidays as set out in Article 16.

All annual salary withheld to fund the vacation period shall be paid out as the employee is on vacation leave but in any case shall be paid out no later than the end of the vacation year for which it was withheld.

25) Amend Article 17.01 F 1

17.01 F 1 During absences due to illness or injury, participating employees who would otherwise be scheduled to work shall receive 100% of regular pay for up to and including 20 working days in any one benefit year, plus any unused credits carried forward from previous years. Days not utilized in any year shall be considered to be credits (on the basis that one credit represents 100% of regular pay for one working day) and shall be carried forward to the next benefit year. **Effective October 1, 2021, unused days can only be carried forward to a maximum accumulation of one hundred and thirty (130) days (which includes the initial plan year entitlement plus any "banked" unused days) and may only be used for the purpose of this Article.** Debits shall be made from the total assigned benefit on a day-for-day basis.

Upon retirement, layoff or termination of employment, unused days standing in the name of the employee shall be cancelled and shall be of no effect.

26) Amend Article 21

27) Amend 21.07 B

21.07 B For the purpose of 21.07 A, an employee's immediate family shall mean the employee's spouse (or common-law spouse resident with the employee), children (including **adopted children or** children of legal or common-law spouse), and parents (including step-parents or foster parents).

28) **Amend Article 25.01 A as**

25.01 A Effective the date of ratification, an employee authorized to use the employee's car, **or authorized to use accessible transportation in circumstances of an accommodation,** on approved College business including travelling to assigned duties away from the employee's accustomed work location shall be reimbursed kilometrage expenses in accordance with the following:

29) **Amend Article 26.09****26.09 Statutory and College Holidays**

Partial-load employees who are under contract on the last working day prior and the working day subsequent to a holiday as defined in Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days **and shall have such day counted for the purposes of service pursuant to Article 26.10 C.** Under contract means there is a written contract between the College and the employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

	Statutory and College Holidays
Participation	All partial-load employees under contract
Eligibility	All partial-load employees under contract
Waiting Period	Nil
Benefit Level	Partial-load employees will receive regular pay and be considered to have accrued the scheduled day's service if: <ul style="list-style-type: none"> (i) the holiday occurs on a day the employee would have been scheduled to work, and (ii) the employee was in attendance the scheduled day of work, both before and after the holiday.

30) Amend Article 26.10 D

26.10 D In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and the departments/schools where the partial-load employee has taught such courses.

By ~~October 30th~~ **April 30** in each calendar year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following calendar year. This individual will be considered a registered partial-load employee for the purpose of 26.10 E.

For the Fall, Winter, Spring and Summer terms of the 2021 – 2022 academic year and the Fall 2022 semester, partial load employees must register no later than October 30, 2021

31) NEW Article 26.10 F

26.10 F It is understood that the priority in hiring provided for in article 26.10 F shall cease to apply:

(i) for a specific course where the partial load employee has not taught the course for at least eight (8) months in the last four (4) academic years;

(ii) for all courses where the partial load employee released on notice pursuant to article 26.10 A; or

(iii) for all courses where the partial load employee is terminated from employment for cause, which termination is not reversed pursuant to the grievance and arbitration procedures in article 32.

32) NEW ARTICLE 26.10 G

26.10 G A Partial Load employee will be on probation until they have worked continuously as a Partial Load employee for 1008 hours. At the discretion of the College, the probationary period may be reduced for an individual employee to such period of time as the College may determine. On successful completion of the probation period, they shall then be credited with service as outlined above, and service thus acquired shall be applied in the manner set out in this Agreement.

The dismissal, suspension, or release of a Partial Load employee during the probationary period shall not be the subject of a grievance and/or arbitration pursuant to this Agreement

33) NEW ARTICLE 26.10 H

26.10 H It is understood that the preference provided for in this Article shall be applied by the College on a course by course basis and there shall not be any need to accumulate partial load assignments to provide any partial load employee with up to 12 teaching contact hours of work.

34) Amend Article 27.03 A 1

27.02 A 1 A full-time employee will be on probation until the completion of the probationary period. This shall be **two years' continuous employment except as amended in this Article.** The change in the probationary period from one year (2017 – 2021 collective agreement) to two years shall be effective for employees hired on or after the date of ratification.

35) Amend Article 27.03 A 2

27.02 A 2 The probationary period for the following will be one year's continuous employment:

- (i) a full-time employee who has completed a probationary period at the same, or another Ontario College of Applied Arts and Technology, and is hired by the College in the same classification which the employee held during the previous probationary period.**
- (ii) a full-time teacher who holds one of the following professional qualifications and who has one year or more of full-time teaching experience in a Canadian Province or Territory:**
 - **valid Ontario Teacher's Certificate;**
 - **Bachelor of Education Degree;**
 - **Master of Education Degree.**
- (iii) a full-time counsellor who holds one of the following professional qualifications and who has one year or more of full-time counselling experience in an educational institution in a Canadian Province or Territory:**

- valid Ontario Guidance Specialist's Certificate;
- Master's Degree in Counselling or Guidance;

(iv) a full-time librarian who holds a Master's Degree in Library and Information Studies or equivalent degree from an American Library Association accredited institution and who has one year or more of full-time experience as a professional librarian in a Canadian Province or Territory.

36) Amend 27.02 B

27.02 B The probationary period shall also consist of **24** full months of non-continuous employment (in periods of at least one full month each) in a **48** calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month".

If an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked, an additional full month shall be considered to be completed.

37) Amend 27.05, 27.06 A, 27.09 A, 27.09 B and 27.11 B

27.05 When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply:

- (i) The College will notify the Union Local President and the College Employment Stability Committee (CESC) of the planned staff reduction and the courses, programs or services affected.
- (ii) Within seven calendar days of the receipt of such notification, the CESC shall meet for the purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected.
- (iii) If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for the selection of the employees affected and the availability of

alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the **accreditation and** quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community. The CESC may require that further meetings be held.

- (iv) The CESC and the parties shall maintain the confidentiality of the meetings and the identity of all employees discussed except as specifically waived by mutual consent of the Union Local and the College.
- (v) Additional representatives of the College and the Union in equal numbers may attend CESC meetings under 27.05 (ii) and 27.05 (iii) where requested by the CESC to assist the committee. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings or the notice to individuals affected by the staff reduction.
- (vi) Upon completion of its deliberations the CESC shall forward its recommendations, if any, to the College President and the Union Local President, who shall maintain the confidentiality of the recommendations.
- (vii) When a College decides, following such meetings, to proceed with a lay-off of one or more employees who have completed the probationary period written notice of lay-off of not less than 90 calendar days shall be given to employees being laid off. If requested by the employee, a College representative will be available to meet with the employee within three calendar days to discuss the basis of the College selection of the employees affected.

27.06 A When the College decides to lay off or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another position from that previously held as a result of such lay-off or reduction of employees, the following placement and displacement provisions shall apply to full-time employees so affected. Where an employee has the **credentials,** competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:

- (i) An employee will be reassigned within the College to a vacant full-time position in lieu of being laid off if the employee has the **credentials,**

competence, skill and experience to perform the requirements of a vacant position.

- (ii) Failing placement under 27.06 A (i), such employee shall be reassigned to displace another full-time employee in the same classification provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
 - (b) the employee being displaced has lesser seniority with the College.
- (iii) Failing placement under 27.06 A (ii), such employee shall be reassigned to displace a full-time employee in another classification upon acceptance of the identical employment conditions as the classification concerned provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
 - (b) the employee being displaced has lesser seniority with the College.
- (iv) Failing placement under paragraph 27.06 A (iii), such employee shall be reassigned to displace two partial-load employees provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (b) each of the partial-load employees being displaced has lesser months of service with the College as determined in Article 26, Partial-Load Employees, than such displacing employee's months of seniority; and
 - (c) it is understood that the College retains the right to assign additional work to the employee, where warranted, subject to the limits prescribed by Article 11, Workload.
- (v) (a) Failing placement under 27.06 A (iv) or where the employee has waived in writing the right in 27.06 A (iv), such employee shall be reassigned to displace one partial-load employee and one or more part-time employees whose assigned courses are as described in 27.06 A (v) (b), provided that:

- (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) each of the employees being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees, or Appendix VI, as appropriate) than such displacing employee's months of seniority; and
 - (iii) it is understood that the College retains the right to assign additional work to the employee where required so that the work assignment so created constitutes a full-load assignment in accordance with the limits prescribed by Article 11, Workload.
- (b) The courses taught by the part-time employees displaced must be:
 - (i) the same as, or
 - (ii) essentially the same as, or
 - (iii) pre-requisite courses to those taught by the partial-load employee concerned.
- (c) Such employee shall have the lay-off notice extended until completion of the assignment so created and shall maintain current salary and benefits for the duration of that assignment.
- (d) Upon completion of the assignment so created, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
- (e) Failing placement under 27.06 A (v) (d), such employee shall be laid off without further notice upon completion of the partial-load assignment.
- (vi) (a) Failing placement under 27.06 A (v) or where the employee has waived in writing the right in 27.06 A (v), such employee shall be reassigned to displace one partial-load employee and engage in approved retraining activities such that the employee retains current

salary and benefits for the duration of the partial-load assignment provided that:

- (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) the partial-load employee being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees) than such displacing employee's months of seniority.
- (b) Such employee shall have the lay-off notice extended until completion of the partial-load employee's assignment and shall maintain current salary and benefits for the duration of the partial-load assignment.
 - (c) Upon completion of the partial-load assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
 - (d) Failing placement under 27.06 A (vi) (c), such employee shall be laid off without further notice upon completion of the partial-load assignment.
- (vii)
 - (a) Failing placement under 27.06 A (vi) (a), or where the employee has waived in writing the right in 27.06 A (vi) (a), such employee shall be reassigned to displace a sessional employee (who has more than 90 days remaining on the sessional employee's term appointment) provided that the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned.
 - (b) Such employee shall have the lay-off notice period extended until completion of the sessional employee's assignment and shall maintain current salary and benefits for the duration of the sessional assignment.
 - (c) Upon completion of the sessional assignment or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee

has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

- (d) Failing placement under 27.06 A (vii) (c), such employee shall be laid off without further notice.
- (viii) (a) Failing placement under 27.06 A (vii) (a), or where the employee has waived in writing the right in 27.06 A (vii), such employee shall be reassigned to displace a part-time employee upon acceptance of the identical employment conditions as the part-time employee concerned provided that:
 - (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) the part-time employee being displaced has lesser months of service with the College as determined in Appendix VI than such displacing employee's months of seniority.
- (b) Such a reassigned person shall be deemed to be laid off and eligible for recall in accordance with 27.09 B and 27.09 C, 27.03 D and the rights under 27.09 A.
- (c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be granted release from all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period.
- (d) At the termination of the period referred to in 27.06 A (viii) (c), such employee shall be reassigned to a vacant full-time position, if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
- (e) Failing placement under 27.06 A (viii) (d), such employee shall be laid off without further notice.

27.09 A To assist persons who are laid off, the College agrees to the following:

- (i) Such a person may take, one program or course offered by the College, for a nominal tuition fee of not more than \$20.00 per course.

The employee must meet the College entrance and admission requirements and is subject to academic policies after admission.

Funds from the Joint Employment Stability Reserve Fund (JESRF) may be used to support the tuition.

In addition, the College shall consider and implement such retraining opportunities as the College may consider feasible.

- (ii) Before the College hires a sessional employee, a person who has been laid off under 27.06 A within the last twenty-four months and has not elected severance under 27.10 A shall be offered the sessional appointment provided that the former employee has the **credentials**, competence, skill, and experience to fulfil the requirements of the sessional position concerned. The applicable salary for the duration of the sessional appointment shall be at the current base salary rate, at the step level in effect at the time of lay-off.

For the purpose of Appendix V, the former employee will be deemed to be a new hire. This sessional employee will terminate employment at the end of the sessional appointment.

For the purposes of 27.03 D and 27.09 B the former employee will be deemed to be still on lay-off during the sessional appointment.

- (iii) The College shall consider additional means of support such as career counselling and job search assistance where such activities are expected to assist the individual in making the transition to a new career outside the Bargaining Unit.

27.09 B Before hiring full-time employees, an individual who has been laid off under 27.06 will be recalled to that individual's former or another full-time position, provided that the individual has the **credentials**, competence, skill, and experience to fulfill the requirements of the position concerned. Such recall entitlement shall apply during the period of two years from the date of lay-off.

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs consideration shall first be given to full-time and current partial-load employees or persons who have been partial-load employees within four (4) months prior to the posting. These applicants shall be considered internal applicants.

If the vacancy is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the **credentials**, competence, skill and experience of the applicants in relation to the requirements of the vacant position.

38) Amend Article 32.03 B

Amend Article 32.03 B by removing P. Picher, R. MacDowell and L. Steinberg.

Further amend Article 32.03 B by adding H. Beresford, G. Misra, S. Raymond and C. White.

39) Amend 36.01

36.01 This Agreement shall take effect commencing on **October 1, 2021** and shall have no retroactive effect or application, except salary schedules in Articles 14 and 26, and shall continue in full force and effect until **September 30, 2024**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

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



Academic Bargaining 2021

College Proposal – M10B

Balance of Management's Non-Monetary Proposals

Part 2

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 15, 2021

M10B- Non-Monetary Proposals

Amend APPENDIX III

APPENDIX III

DENTAL PLAN

COVERED DENTAL SERVICES AND PROCEDURE CODES

In the event that the Ontario Dental Association (ODA) amends its procedural codes or schedules during the term of this agreement, the parties shall maintain coverage as set out in this agreement, including co-insurance arrangements, or in the Dental Plan. The Dental Plan itself shall continue to be amended as necessary in accordance with the past practices among the insurer and the parties to the Agreement, and in respect of the ODA schedules.

Specific dental care procedures and services covered by schedules A, B, C, D and E. ~~and the ODA procedural codes or schedules for such procedures and services are available at www.TheCouncil.ca maintained by the Council. Printed copies can also be obtained on request from the College Human Resources Department.~~

SCHEDULE A, B, C, D

(Refer to Article 19 for specific coverage)

SCHEDULE E

(Refer to Article 19 for specific coverage)

Construction and insertion of bridges or standard dentures more often than once in a three year period is considered an eligible expense if such becomes necessary because:

- (a) it is needed to replace a bridge or a standard denture which has caused temporomandibular joint disturbance, and which cannot be economically modified to correct the condition, or

it is needed to replace a standard denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required.

APPENDIX V SESSIONAL EMPLOYEES

Amend existing paragraphs 2 and 4 as follows (remainder unchanged):

2 A sessional employee is defined as a full-time employee appointed on a sessional basis for up to 12 full months of continuous or non-continuous accumulated employment in a 24 calendar month period **or and employee who is hired to replace and employee absent due to vacation, sick leave or leaves of absence even where the absence is greater in duration than 12 full months of continuous or non-continuous employment in a 24 calendar month period.** Such sessional employee may be released upon two weeks' written notice and shall resign by giving two weeks' written notice.

4 If a sessional employee is continued in employment for more than the period set out in paragraph 2 of this Appendix, **such an employee shall be considered as having completed the first year of the two year probationary period and thereafter covered** by the other provisions of the Agreement. **The balance of** such an employee's probationary period shall be 12 full months of continuous or non-continuous accumulated employment during the immediately following 24 calendar month period.

LETTERS OF UNDERSTANDING

AMENDED

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be effective **October 1, 2021** notwithstanding 36.01.

Re: Displacement of Part-Time Employees

This will confirm the advice given in negotiations that it is the Colleges' intention that failing placement under 27.06 A (iv) of a full-time employee who has completed the probationary period, the College will give reasonable consideration to the written request of a full-time employee about to be laid

off to continue a full-time assignment by displacing two or more part-time employees and the employee shall set out:

- (a) the names of such part-time employees, each of whom, have lesser continuous service with the College.

Upon receipt of such written request, the College will consider the feasibility thereof taking into account such features as:

- (b) possible reduction in efficiency, quality of performance or adverse effect upon the program objectives; and,

the **credentials**, competence, skill and experience to fulfill the requirements of the positions concerned ,

Re: Collective Bargaining Information Services -Advisory Committee (CBIS)

This will serve to confirm the parties, through the Report of the Wages & Benefits Task Force (July 1991), **had established an advisory committee to assist the Ministry of Labour Collective Bargaining Information Services (CBIS) in gathering and analyzing data for collective bargaining purposes. The Ministry of Labour Collective Bargaining Information Services (CBIS) has now withdrawn its support for this activity.**

The parties agree to appoint two members from each party to meet within 90 days of the signing of this agreement to work together to develop a mechanism for the ongoing gathering and analysis workload data for collective bargaining purposes and ensuring that the collections and transmittal of college level data to the parties is carried out in a consistent manner and on a regular basis.

Re: Signing of the Collective Agreement

The parties agree that the collective agreement will be signed within 30 days **of the date of ratification**

LETTERS OF UNDERSTANDING NEW

NEW LOU Re: COVID-19 Pandemic Emergency Conversion Electronic Materials

Commencing in March, 2020, and continuing at least until May 2022, because of the COVID-19 Pandemic, courses which were in process of being taught using the Face-to-Face Delivery method, or which would otherwise have been taught using the Face-to-Face Delivery method, were converted by faculty, on an emergency basis, to be delivered using the Remote Delivery Method. In effecting this emergency conversion, faculty prepared various electronic materials including video and audio content, recordings of lectures and labs and other online content. Recognizing that the Colleges, from time to time, engage Faculty to develop purely asynchronous online delivery courses ("Packaged Online Course"), it is understood that this letter applies only to those materials that were specifically prepared for the emergency conversion of Face-to-Face Delivery courses to Remote Delivery during the Pandemic (hereinafter "Pandemic E-materials") and not to courses specifically developed as a Package Online Course. The Colleges agree that Pandemic E-materials shall not be used in the non-pandemic delivery of courses except by the Faculty member who developed the Pandemic E-materials or with the consent of the Faculty member who developed the Pandemic E-materials. It is further understood that where a Faculty member is assigned to develop a Package Online Course, and the Faculty member uses any of the Pandemic E-materials that the Faculty member previously developed in the Package Online Course, this Letter of Understanding shall not apply to the Pandemic E-materials included in the Package Online Course.

In this letter of understanding:

Face-to-Face Delivery means learning that occurs when the educator and students are together in the same place at the same time. Traditional classroom and lab settings are examples of face-to-face delivery. Face-to-face delivery is synchronous.

Remote Delivery means delivery that occurs when classes are taught at a distance and when students and educators are not present together in a traditional classroom or lab setting. Remote learning may be synchronous or asynchronous and can be delivered through a Learning Management System, by using videoconferencing tools, emails, printed materials, broadcast media or through telephone or other voice

calls or a combination thereof. Remote learning may be online or by correspondence.

Synchronous Delivery means delivery that happens in real time. Traditional face to face classroom or lab delivery are examples of synchronous delivery. Synchronous remote delivery occurs when educators and students use videoconferencing, telephony tools, live-streaming, chats or instant messages in real-time to engage in teaching and learning activities.

Online Delivery means the delivery of educational content using an electronic Learning Management System or otherwise through the internet. Online delivery may be synchronous or asynchronous.

Asynchronous Delivery means learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

LETTERS OF UNDERSTANDING DELETE AS SPENT

Re: Short-Term Disability Plan (Joint Task Force)

Re: Intellectual Property

Re: Ontario Public Colleges: The Next 50 Years

Re: *Fair Workplaces, Better Jobs Act, 2017* (Bill 148 Issues)

Re: Counsellor Class Definition

Re: Salary Issue

CLASSIFICATION PLANS

Amend section I 1 B of Classification Plan for Professors and Counsellors and Librarians as follows (remainder unchanged)

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points
(Maximum of 7 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyperson - per year (level) completed:
1½ points
(Maximum of 5 years)

The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2021, the maximum credit for formal qualifications will be seven (7) years.

(Note that years included herein are not also to be included under Factor A)

Amend Class definition of PROFESSOR as follows

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. This includes:

- a) The design/revision/updating of courses, including:
 - consulting with program and course directors and other faculty members, advisory committees, accrediting agencies, potential employers and students;
 - defining course objectives and evaluating and validating these objectives;
 - specifying or approving learning approaches, necessary resources, etc.;
 - developing individualized instruction and multi-media presentations where applicable;
 - selecting or approving textbooks and learning materials.
- b) The teaching of assigned courses, including:
 - ensuring student awareness of course objectives, approach and evaluation techniques;
 - carrying out regularly scheduled instruction;
 - tutoring and academic counselling of students;
 - providing a learning environment which makes effective use of available resources, work experience and field trips;
 - evaluating student progress/achievement and assuming responsibility for the overall assessment of the student's work within assigned courses.
- c) The provision of academic leadership, including:
 - ~~— providing guidance to Instructors relative to the Instructors' teaching assignments;~~

- participating in the work of curriculum and other consultative committees as requested.

In addition, the Professor may, from time to time, be called upon to contribute to other areas ancillary to the role of Professor, such as student recruitment and selection, time-tabling, facility design, professional development, student employment, and control of supplies and equipment.

REVISED PROPOSAL CLASS DEFINITION COUNSELLOR

Counsellors assist students to function effectively as learners and as individuals. Counsellors accomplish this by providing supportive therapeutic, developmental, preventative, and consultative services to help students overcome personal, social or educational barriers that may hinder learning or their ability to cope with everyday living. The Counsellor's duties may include:

- Providing clinical counselling in the management of a student's mental health, addiction, vocational and disability related issues through various delivery modes including one-on-one and group counselling (as a non-instructional activity).**
- Developing and leading mental health and wellness groups (as a non-instructional activity) as required.**
- Conducting student mental health risk assessments and providing crisis intervention support.**
- Referring students to culturally appropriate support, and/or to community and health sector resources for additional support for their mental health issues.**
- Leveraging feedback-informed treatment and care approaches by analyzing and interpreting clinical mental health assessments, tests, inventories and psychometrics within their scope of practice, education, training and professional qualifications.**
- Consulting or providing training to faculty, staff and students in recognizing, responding, and referring students in distress.**
- Participating in multidisciplinary student support and care teams as required.**

h) Participating in Student Behavioural Intervention/Risk Assessment Teams as required.

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment, teaching as assigned, orientation, student employment, liaison with community service programs and agencies, and professional development and engaging in applied research related to counselling work, as required by the College.

Amend the Class Definition of INSTRUCTOR as follows:

Under the direction of the senior academic officer of the College or designate, the Instructor classification applies to those teaching positions where the duties and responsibilities of the incumbent are limited to that portion of the total spectrum of academic activities related to the provision of instruction to assigned groups of students through prepared courses of instruction and according to prescribed instructional formats, ~~and limited to instruction directed to the acquisition of a manipulative skill or technique; and under the direction of a Professor.~~ Notwithstanding such prescription, the Instructor is responsible for and has the freedom to provide a learning environment which makes effective use of the resources provided or identified, work experience, field trips, etc., and to select suitable learning materials from those provided or identified to facilitate the attainment by the students of the educational objectives of the assigned courses.

The Instructor's duties and responsibilities include:

- ensuring student awareness of course objectives, instructional approach, and evaluation systems;
- carrying out regularly scheduled instruction according to the format prescribed for the course, including as appropriate, classroom, laboratory, shop, field, seminar, computer-assisted, individualized learning, and other instructional techniques;
- tutoring and academic counselling of students in the assigned groups;
- evaluating student progress/achievement, assuming responsibility for the overall assessment of the students' work within the assigned course, and maintaining records as required;

- consulting with the Professors responsible for the courses of instruction on the effectiveness of the instruction in attaining the stated program objectives.

In addition, the Instructor may, from time to time, be called upon to contribute to other activities ancillary to the provision of instruction, such as procurement and control of instructional supplies and maintenance and control of instructional equipment.

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



Academic Bargaining 2021

College Proposal – M09

Housekeeping



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 15, 2021

M08 - Housekeeping

Equity

Throughout the collective agreement replace "his or her" with "their" and "he or she" with "they"

Amend the Agreement to replace gendered and binary language

Incorporation of Kaplan Award

Amend Article 14.01 A to read:

14.04 A Persons who teach over six and up to and including 12 hours per week on a regular basis shall be referred to as "partial-load" employees. They shall ~~not receive salary or vacation but~~ be paid for the performance of each teaching hour at an hourly rate in accordance with the rates set out in Article 26, Partial-Load Employees.

Changes awarded by Arbitrator Kaplan in decision of October 28, 2019

Add Article 26.02 C NEW

26.02 C Entitlement to any vacation time will be provided in accordance with the *Employment Standards Act, 2000.*

Amend Article 21.01 to Read

21.01 Both parties to this Agreement recognize the over-riding professional responsibility to the students. Leaves of absence as provided in this Article will therefore be scheduled where possible to ensure a minimum of disruption to the educational programs of the College. Reasonable notice shall be given to the supervisor concerned ~~**It is understood that leaves under Article 21, Leaves of Absence, or under Article 17, Short-Term Disability Plan (STD), that are for the purpose of dealing with the death, illness, injury, or medical emergency of a person referred to in 21.04 or are for personal illness, injury, or medical emergency should be credited towards the emergency leave provisions of the *Employment Standards Act, S.O. 2001.***~~

Leaves of Absence referenced in the *Employment Standards Act, S.O. 2000*, and listed below, are available to employees in accordance with and subject to the provisions of the *Act*.
Sick Leave

Family Responsibility Leave
Bereavement Leave
Family Medical Leave
Domestic or Sexual Violence Leave
Child Death Leave
Crime-Related Child Disappearance Leave
Critical Illness Leave
Family Caregiver Leave
Organ Donor Leave
Reservist Leave

Change of Name CEC (College Employer Council)

Throughout the body of the collective agreement replace "Council" with "CEC"

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



Academic Bargaining 2021

College Proposal – M11

Monetary 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 15, 2021

M11- Monetary Proposal

Term:

- **Three (3) year term (October 1, 2021 – September 30, 2024)**

Increase consistent with Bill 124

Compensation Adjustments:

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

- **1.0% ATB (Date of Ratification)**
- **1.0% ATB (October 1, 2022)**
- **1.0% ATB (October 1, 2023)**

Salary Schedules for Full-Time Professors, Counsellors and Librarians

14.03 A 1

The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Professors, Counsellors and Librarians

STEP LEVEL	1.0% Effective [Date of Ratification]	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Step 5	\$67,221	\$67,893	\$68,572
Step 6	\$70,308	\$71,011	\$71,721
Step 7	\$73,394	\$74,128	\$74,869
Step 8	\$76,478	\$77,243	\$78,015
Step 9	\$79,563	\$80,359	\$81,163
Step 10	\$82,647	\$83,473	\$84,308
Step 11	\$85,733	\$86,590	\$87,456
Step 12	\$88,818	\$89,706	\$90,603
Step 13	\$91,905	\$92,824	\$93,752
Step 14	\$94,989	\$95,939	\$96,898
Step 15	\$98,077	\$99,058	\$100,049
Step 16	\$101,153	\$102,165	\$103,187
Step 17	\$104,230	\$105,272	\$106,325
Step 18	\$107,304	\$108,377	\$109,461

Step 19	\$110,381	\$111,485	\$112,600
Step 20	\$113,457	\$114,592	\$115,738
Step 21	\$116,532	\$117,697	\$118,874

Salary Schedules for Full-Time Instructors

14.03 A 2

The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Instructors

STEP LEVEL	1.0% Effective [Date of Ratification]	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$44,221	\$44,663	\$45,110
Step 1	\$47,311	\$47,784	\$48,262
Step 2	\$50,392	\$50,896	\$51,405
Step 3	\$53,476	\$54,011	\$54,551
Step 4	\$56,564	\$57,130	\$57,701
Step 5*	\$59,649	\$60,245	\$60,847
Step 6	\$62,733	\$63,360	\$63,994
Step 7	\$65,819	\$66,477	\$67,142
Step 8	\$68,905	\$69,594	\$70,290
Step 9	\$71,991	\$72,711	\$73,438
Step 10	\$75,077	\$75,828	\$76,586

***Control point of Range**

Post-Secondary Partial-Load Professors

STEP LEVEL	1.0% Effective [Date of Ratification]	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Step 5	\$89.81	\$90.71	\$91.62
Step 6	\$93.94	\$94.88	\$95.83
Step 7	\$98.06	\$99.04	\$100.03
Step 8	\$102.18	\$103.20	\$104.23
Step 9	\$106.32	\$107.38	\$108.45
Step 10	\$110.41	\$111.51	\$112.63
Step 11	\$114.54	\$115.69	\$116.85
Step 12	\$118.68	\$119.87	\$121.07
Step 13	\$122.78	\$124.01	\$125.25
Step 14	\$126.92	\$128.19	\$129.47
Step 15	\$131.03	\$132.34	\$133.66
Step 16	\$135.15	\$136.50	\$137.87
Step 17	\$139.29	\$140.68	\$142.09
Step 18	\$143.40	\$144.83	\$146.28
Step 19	\$147.53	\$149.01	\$150.50
Step 20	\$151.67	\$153.19	\$154.72
Step 21	\$155.80	\$157.36	\$158.93

Non-Post-Secondary Partial-Load Professors

STEP LEVEL	1.0% Effective [Date of Ratification]	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Step 5	\$80.82	\$81.63	\$82.45
Step 6	\$84.57	\$85.42	\$86.27
Step 7	\$88.24	\$89.12	\$90.01
Step 8	\$91.96	\$92.88	\$93.81
Step 9	\$95.67	\$96.63	\$97.60
Step 10	\$99.37	\$100.36	\$101.36
Step 11	\$103.10	\$104.13	\$105.17
Step 12	\$106.80	\$107.87	\$108.95
Step 13	\$110.52	\$111.63	\$112.75
Step 14	\$114.23	\$115.37	\$116.52
Step 15	\$117.92	\$119.10	\$120.29
Step 16	\$121.65	\$122.87	\$124.10

Step 17	\$125.36	\$126.61	\$127.88
Step 18	\$129.08	\$130.37	\$131.67
Step 19	\$132.79	\$134.12	\$135.46
Step 20	\$138.17	\$139.55	\$140.95
Step 21	\$143.53	\$144.97	\$146.42

Post-Secondary Partial-Load Instructors

STEP LEVEL	1.0% Effective [Date of Ratification]	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$59.06	\$59.65	\$60.25
Step 1	\$63.22	\$63.85	\$64.49
Step 2	\$67.32	\$67.99	\$68.67
Step 3	\$71.45	\$72.16	\$72.88
Step 4	\$75.56	\$76.32	\$77.08
Step 5	\$79.71	\$80.51	\$81.32
Step 6	\$83.82	\$84.66	\$85.51
Step 7	\$87.92	\$88.80	\$89.69
Step 8	\$92.04	\$92.96	\$93.89
Step 9	\$96.14	\$97.10	\$98.07
Step 10	\$100.30	\$101.30	\$102.31

Non-Post-Secondary Partial-Load Instructors

STEP LEVEL	1.0% Effective [Date of Ratification]	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
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Minimum	\$53.16	\$53.69	\$54.23
Step 1	\$56.87	\$57.44	\$58.01
Step 2	\$60.58	\$61.19	\$61.80
Step 3	\$64.31	\$64.95	\$65.60
Step 4	\$67.98	\$68.66	\$69.35
Step 5	\$71.71	\$72.43	\$73.15
Step 6	\$75.43	\$76.18	\$76.94
Step 7	\$79.12	\$79.91	\$80.71
Step 8	\$82.85	\$83.68	\$84.52
Step 9	\$86.54	\$87.41	\$88.28
Step 10	\$90.28	\$91.18	\$92.09

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

MANAGEMENT WITHOUT PREJUDICE SETTLEMENT PROPOSAL

1. Add new Letter of Understanding regarding joint Advisory Group on Equity, Diversity and Inclusion:

Re: Equity, Diversity and Inclusion

The parties will establish, no later than March 1, 2022, a joint Advisory Group on Equity, Diversity, and Inclusion. Each party will nominate four members – one each from each of the four regions of the Province (North – Confederation College, Sault College, Northern College, Cambrian College, Collège Boréal, Canadore College; Central - Georgian College, Seneca College, Humber College, Centennial College, George Brown College, Sheridan College, Durham College; East – Algonquin College, Collège La Cité, Loyalist College, St. Lawrence College, Fleming College; and West – Conestoga College, Lambton College, Fanshawe College, St. Clair College, Niagara College, Mohawk College) in order to ensure regional representation. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Advisory Group will report to the EERC and is to complete its work by February 1, 2023. The Advisory Group shall :

- Develop a tool for canvassing all members of the bargaining unit to determine their identification on grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and disability as well as the member's position, faculty, department and area of specialization;
- Analyze the data collected using the tool to determine the representation of employees based on equity seeking status in the ranks of full-time versus partial-load employees;
- Analyze the data collected using the tool to determine the representation of employees based on equity seeking status in the ranks of employees in the different divisions or disciplines of the Colleges;
- Where the data demonstrates an under-representation of persons from equity seeking groups within any division or discipline, analyze the collective agreement to determine whether any provision is likely contributing to the under-representation and make recommendations to the parties to address the identified issues.

The Advisory Group may engage, upon majority agreement, third party assistance respecting surveys and statistical analysis of the composition of the bargaining unit. The costs of the Advisory Group shall be paid by the CEC and OPSEU in equal shares.

The College will be reimbursed by the Union for the release time granted to the Union representative on the Advisory Group in accordance with Article 8.02. CEC will bear the cost of its representatives.

2. Add a new Letter of Understanding regarding the creation of a Workload Task Force (Proposal M02).

NEW LOU Re: Workload Task Force

The parties will establish, no later than March 1, 2022, a Task Force on Workload. Both parties will nominate one member. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Task Force is to complete its work by February 1, 2023. The Task Force shall discuss and examine the following issues relating to the assignment of work to full-time faculty under Article 11:

- The impact, if any, of mode of delivery including in person, remote learning that is synchronous, asynchronous, blended synchronous and asynchronous or multi-modal on preparation, evaluation and feedback, and complementary functions.
- Whether and to what extent there has been an increase in the amount of time normally spent on “normal administrative tasks” including but not limited to student accommodation activities, meetings and training.
- The impact of the diversity of students on the time required for evaluation.
- The application of Article 11.04 to Counsellors.
- The application of Article 11.04 to Librarians.
- Whether “routine” and “assisted” evaluation methods are best considered separately and to what extent each form of evaluation ought to attract different rates of attribution.
- Does the preparation time required for field placement supervision assignments differ from that required for theory/classroom courses.

- Is the current workload formula appropriate in recording the workload of Teachers in Apprenticeship Programs.
- Is the current workload formula appropriate in the recording of the workload for Teachers in Academic Upgrading.
- Is the current workload formula appropriate in the recording of the workload for Teachers in specialized programs such as Aviation.
- and any other matters deemed appropriate by the Task Force.

The Task force may engage, upon majority agreement, third party assistance respecting stakeholder surveys and statistical analysis. The costs of the Task Force shall be paid by the CEC and OPSEU in equal shares.

The College will be reimbursed by the Union for the release time granted to the Union representative on the Task Force in accordance with Article 8.02. CEC will bear the cost of its representative.

3. Add new article 11.01 M:

11.01 M

Where a teacher is assigned by the college to provide a retroactive accommodation under the *Human Rights Code* to a student after the conclusion of the teaching period in which the teacher taught the course, and that accommodation objectively entails additional academic work for the teacher, the teacher shall discuss with their supervisor the impact of the accommodation on their workload and, failing satisfactory resolution, the teacher may advance the matter as provided for under Article 11.02 A 1.

4. Add new Article 26.11:

26.11

Where a partial-load employee is assigned by the college to provide a retroactive accommodation under the *Human Rights Code* to a student after the conclusion of the teaching period in which the partial-load employee was contracted to teach the course, and that accommodation objectively entails additional academic work for the partial-load employee, the partial-load employee shall discuss with their supervisor the impact of the accommodation and the supervisor will consider the provision of additional compensation to the partial-load employee for the accommodation related work.

5. Add a new Letter of Understanding creating a Truth and Reconciliation Round Table (Proposal M08):

Re: Truth and Reconciliation

The parties will establish, no later than March 1, 2022, a joint Round Table on Truth and Reconciliation. Each party will nominate four members – one each from each of the four regions of the Province (North – Confederation College, Sault College, Northern College, Cambrian College, Collège Boréal, Canadore College; Central - Georgian College, Seneca College, Humber College, Centennial College, George Brown College, Sheridan College, Durham College; East – Algonquin College, Collège La Cité, Loyalist College, St. Lawrence College, Fleming College; and West – Conestoga College, Lambton College, Fanshawe College, St. Clair College, Niagara College, Mohawk College) in order to ensure regional representation. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Round Table is to complete its work by February 1, 2023. The Round Table shall undertake the following:

- **Identify recognized appropriate Indigenous organizations to assist the parties in their review of the collective agreement through the lens of Indigeneity;**
- **Review and understand the efforts undertaken at the various Colleges with their Indigenous communities to address truth and reconciliation in the Colleges related to employment within the bargaining unit;**
- **Provide recommendations to the parties on centrally appropriate changes to the collective agreement;**
- **Provide recommendations individually to colleges on locally appropriate actions to address the unique needs of Indigenous employees within the bargaining unit as a part of the truth and reconciliation process pursuant to Article 36.02.**

The Round Table may engage, upon majority agreement, third party assistance respecting Indigenous community and stakeholder surveys and statistical analysis. The costs of the Round Table shall be paid by the CEC and OPSEU in equal shares.

The College will be reimbursed by the Union for the release time granted to the Union representative on the Round Table in

accordance with Article 8.02. CEC will bear the cost of its representative.

6. Add a new Letter of Understanding regarding COVID-19 Pandemic Emergency Conversion of Electronic Materials:

Re: COVID-19 Pandemic Emergency Conversion Electronic Materials

Commencing in March, 2020, and continuing at least until May 2022, because of the COVID-19 Pandemic, courses which were in the process of being taught using Face-to-Face Delivery, or which would otherwise have been taught using Face-to-Face Delivery, were converted by teachers, on an emergency basis, to be delivered using Remote Delivery. In effecting this emergency conversion, teacher prepared various electronic materials including video and audio content, recordings of lectures and labs and other online content. Recognizing that the Colleges, from time to time, engage teachers to develop purely asynchronous online delivery courses ("Purpose-Built Online Course"), it is understood that this letter applies only to those materials that were specifically prepared for the emergency conversion of Face-to-Face Delivery courses to Remote Delivery Courses during the Pandemic (hereinafter "Pandemic E-materials") and not to courses specifically developed as a Purpose-Built Online Course. The Colleges agree that Pandemic E-materials shall not be used in the non-pandemic delivery of courses except by the teacher who developed the Pandemic E-materials or with the consent of the teacher who developed the Pandemic E-materials. It is further understood that where a teacher is assigned to develop a Purpose-Built Online Course, and the teacher uses any of the Pandemic E-materials that the teacher previously developed in the Purpose-Built Online Course, this Letter of Understanding shall not apply to the Pandemic E-materials included in the Purpose-Built Online Course.

In this letter of understanding:

Face-to-Face Delivery means learning that occurs when the teacher and students are together in the same place at the same time. Traditional classroom and lab settings are examples of face-to-face delivery. Face-to-face delivery is synchronous.

Remote Delivery means delivery that occurs when classes are taught at a distance and when students and teachers are not present together in a traditional classroom or lab setting. Remote learning may be synchronous or asynchronous and can be delivered through a Learning Management System, by using videoconferencing tools, emails, printed materials,

broadcast media or through telephone or other voice calls or a combination thereof. Remote learning may be online or by correspondence.

Synchronous Delivery means delivery that happens in real time. Traditional face to face classroom or lab delivery are examples of synchronous delivery. Synchronous remote delivery occurs when teachers and students use videoconferencing, telephony tools, live-streaming, chats or instant messages in real-time to engage in teaching and learning activities.

Online Delivery means the delivery of educational content using an electronic Learning Management System or otherwise through the internet. Online delivery may be synchronous or asynchronous.

Asynchronous Delivery means learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

7. Amend Article 2.03 D to provide as follows (Proposal M03):

2.03 D Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to December 20, 2017, or from March 23, 2020 to April 30, 2022 to assist in establishing a breach of either of those Articles.

8. Amend article 26.09 to provide as follows:

26.09 Statutory and College Holidays

Partial-load employees who are under contract on the last working day prior and the working day subsequent to a holiday as defined in Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days and shall have such day counted for the purposes of service pursuant to Article 26.10 C. Under contract means there is a written contract between the College and the employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

	Statutory and College Holidays
Participation	All partial-load employees under contract
Eligibility	All partial-load employees under contract

Waiting Period	Nil
Benefit Level	Partial-load employees will receive regular pay and be considered to have accrued the scheduled day's service if: (i) The holiday occurs on a day the employee would have been scheduled to work, and (ii) the employee was in attendance the scheduled day of work, both before and after the holiday.

*Clarity note: The change from the 2017 to 2021 version of this article to the above version shall become effective January 3, 2022.

9. Amend article 26.10 D to provide as follows:

26.10 D In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and the departments/schools where the partial-load employee has taught such courses.

By **April 30th** in each year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following academic year. This individual will be considered a registered partial-load employee for the purpose of 26.10 E. **For the Fall, Winter, Spring and Summer terms of the 2021 – 2022 academic year and the Fall 2022 semester, partial load employees must register no later than October 30, 2021.**

10. Amend the Counsellor Class Definition (Proposal M01 – amended).

CLASS DEFINITION

COUNSELLOR

Counsellors assist students to function effectively as learners and as individuals. Counsellors accomplish this by providing supportive therapeutic, developmental, preventative, and consultative services to help students overcome personal, social or educational barriers that may hinder learning or their ability to cope with everyday living. The Counsellor's duties may include:

- a) Providing clinical counselling in the management of a student's mental health, addiction, vocational and disability related issues

through various delivery modes including one-on-one and group counselling (as a non-instructional activity).

- b) Developing and leading mental health and wellness groups (as a non-instructional activity) as required.
- c) Conducting student mental health risk assessments and providing crisis intervention support.
- d) Referring students to culturally appropriate support, and/or to community and health sector resources for additional support for their mental health issues.
- e) Leveraging feedback-informed treatment and care approaches by analyzing and interpreting clinical mental health assessments, tests, inventories and psychometrics within their scope of practice, education, training and professional qualifications.
- f) Consulting or providing training to faculty, staff and students in recognizing, responding, and referring students in distress.
- g) Participating in multidisciplinary student support and care teams as required.
- h) Participating in Student Behavioural Intervention/Risk Assessment Teams as required.

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment, teaching as assigned, orientation, student employment, liaison with community service programs and agencies, and professional development **and engaging in applied research related to counselling work, as required by the College.**

11. Amend Rates of Pay as follows:

Wage increases

Renewal collective agreement shall be for the term October 1, 2021 to September 30, 2024.

Term:

- **Three (3) year term (October 1, 2021 – September 30, 2024)**

*Increase
consistent with
Bill 124*

Compensation Adjustments:

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

- **1.0% ATB (October 1, 2021)**
- **1.0% ATB (October 1, 2022)**
- **1.0% ATB (October 1, 2023)**

Salary Schedules for Full-Time Professors, Counsellors and Librarians

14.03 A 1

The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Professors, Counsellors and Librarians

STEP LEVEL	1.0% Effective October 1, 2021	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Step 5	\$67,221	\$67,893	\$68,572
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Step 16	\$101,153	\$102,165	\$103,187
Step 17	\$104,230	\$105,272	\$106,325
Step 18	\$107,304	\$108,377	\$109,461
Step 19	\$110,381	\$111,485	\$112,600
Step 20	\$113,457	\$114,592	\$115,738
Step 21	\$116,532	\$117,697	\$118,874

Salary Schedules for Full-Time Instructors

14.03 A 2

The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Instructors

STEP LEVEL	1.0% Effective October 1, 2021	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$44,221	\$44,663	\$45,110
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Step 6	\$62,733	\$63,360	\$63,994
Step 7	\$65,819	\$66,477	\$67,142
Step 8	\$68,905	\$69,594	\$70,290
Step 9	\$71,991	\$72,711	\$73,438
Step 10	\$75,077	\$75,828	\$76,586

***Control point of Range**

Post-Secondary Partial-Load Professors

STEP LEVEL	1.0% Effective October 1, 2021	1.0% Effectiv e October 1, 2022	1.0% Effectiv e October 1, 2023
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Step 5	\$89.81	\$90.71	\$91.62
Step 6	\$93.94	\$94.88	\$95.83
Step 7	\$98.06	\$99.04	\$100.03
Step 8	\$102.18	\$103.20	\$104.23
Step 9	\$106.32	\$107.38	\$108.45
Step 10	\$110.41	\$111.51	\$112.63
Step 11	\$114.54	\$115.69	\$116.85
Step 12	\$118.68	\$119.87	\$121.07
Step 13	\$122.78	\$124.01	\$125.25
Step 14	\$126.92	\$128.19	\$129.47
Step 15	\$131.03	\$132.34	\$133.66
Step 16	\$135.15	\$136.50	\$137.87
Step 17	\$139.29	\$140.68	\$142.09
Step 18	\$143.40	\$144.83	\$146.28
Step 19	\$147.53	\$149.01	\$150.50
Step 20	\$151.67	\$153.19	\$154.72
Step 21	\$155.80	\$157.36	\$158.93

Non-Post-Secondary Partial-Load Professors

STEP LEVEL	1.0% Effective October 1, 2021	1.0% Effective October 1, 2022	1.0% Effectiv e October 1, 2023
Step 5	\$80.82	\$81.63	\$82.45
Step 6	\$84.57	\$85.42	\$86.27
Step 7	\$88.24	\$89.12	\$90.01
Step 8	\$91.96	\$92.88	\$93.81
Step 9	\$95.67	\$96.63	\$97.60
Step 10	\$99.37	\$100.36	\$101.36
Step 11	\$103.10	\$104.13	\$105.17
Step 12	\$106.80	\$107.87	\$108.95
Step 13	\$110.52	\$111.63	\$112.75
Step 14	\$114.23	\$115.37	\$116.52
Step 15	\$117.92	\$119.10	\$120.29
Step 16	\$121.65	\$122.87	\$124.10
Step 17	\$125.36	\$126.61	\$127.88
Step 18	\$129.08	\$130.37	\$131.67
Step 19	\$132.79	\$134.12	\$135.46
Step 20	\$138.17	\$139.55	\$140.95
Step 21	\$143.53	\$144.97	\$146.42

Post-Secondary Partial-Load Instructors

STEP LEVEL	1.0% Effective October 1, 2021	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$59.06	\$59.65	\$60.25
Step 1	\$63.22	\$63.85	\$64.49
Step 2	\$67.32	\$67.99	\$68.67
Step 3	\$71.45	\$72.16	\$72.88
Step 4	\$75.56	\$76.32	\$77.08
Step 5	\$79.71	\$80.51	\$81.32
Step 6	\$83.82	\$84.66	\$85.51
Step 7	\$87.92	\$88.80	\$89.69
Step 8	\$92.04	\$92.96	\$93.89
Step 9	\$96.14	\$97.10	\$98.07
Step 10	\$100.30	\$101.30	\$102.31

Non-Post-Secondary Partial-Load Instructors

STEP LEVEL	1.0% Effective October 1, 2021	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$53.16	\$53.69	\$54.23
Step 1	\$56.87	\$57.44	\$58.01
Step 2	\$60.58	\$61.19	\$61.80
Step 3	\$64.31	\$64.95	\$65.60
Step 4	\$67.98	\$68.66	\$69.35
Step 5	\$71.71	\$72.43	\$73.15
Step 6	\$75.43	\$76.18	\$76.94
Step 7	\$79.12	\$79.91	\$80.71
Step 8	\$82.85	\$83.68	\$84.52
Step 9	\$86.54	\$87.41	\$88.28
Step 10	\$90.28	\$91.18	\$92.09

12. Add a new Letter of Understanding regarding Bill 124.

Re: Bill 124

Should Bill 124 - *Protecting a Sustainability Public Sector for Future Generations Act*, 2019 be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.

13. Add new Article 19.01 C regarding medical cannabis.

19.01 C Effective three months after date of ratification, all full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$4,000 per year subject to prior authorization by the insurer and to the eligibility requirements and to the terms and conditions of the Plan and for the conditions listed in the plan.

14. Amend Article 36.01 as follows:

36.01 This Agreement shall take effect commencing on **October 1, 2021** and shall have no retroactive effect or application, except salary schedules in Articles 14 and 26, and shall continue in full force and effect until **September 30, 2024**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

TAB I

Union Presentation September 17, 2021

We'd like to thank you for your proposals and responses over the past several dates, and to provide you with our feedback, as well as a suggestion for a joint path forward.

To summarize where we are today:

We have provided you with a counter proposal to your M01 on the Counsellor class definition, and note that what you have included in your settlement offer does not address the issues we raised.

We'd like to clarify that your proposal M02 on Workload is a non-starter for faculty, as it would require the withdrawal of all of faculty's workload proposals in favour of a task force that would further delay any potential changes to the workload formula for several years. Furthermore, this proposed task force offers no confidence of producing any future improvements to the measurement of workload, the recognition of the impact of online learning, or the achievement of equitable work conditions for partial-load faculty, counsellors, or librarians.

We turn now to our initial feedback on your proposals M03 through M011, as well as your offer of settlement.

With regard to your proposal, M03 Pandemic Impact on Staffing, you have proposed adding a moratorium on the ability of the union to rely on staffing data from March 23, 2020 until at least April 30, 2022 for grievances related to Articles 2.02 and 2.03A. These Articles refer to preference for full-time positions over regular partial-load and sessional positions. The staffing data that give rise to grievances related to these Articles have resulted in additional full-time positions at many colleges. You argue that there has been a "higher than normal usage" of partial-load faculty during this period of time (we note that it is both past and future) due to physical distancing provisions for in-person settings. This does not appear to be true for all colleges, and we also note that the Colleges were successful in their lobbying efforts to be exempted from in-person physical distancing requirements for indoor classes. We would, however, welcome additional responses to our staffing proposals, including but not limited to the CEC team's response to our proposal on not contracting out faculty work.

In response to your M04 Harassment and Discrimination; and M07 Equity, Diversity, and Inclusion; we were disappointed at the extremely limited scope of your plan to address equity issues in the Colleges, specifically that the changes you seek are relegated to subcommittees of the EERC, and would delay even the further possibility of *recommendations* for change by another two years. More importantly, there is no mechanism in place in these proposals for changes to be included in a future Collective Agreement. EERC subcommittees (Short-term Disability, Intellectual Property, Counsellor Class Definition, Bill 148), similar to the repeated workload task forces, have resulted in no meaningful changes or recommendations for changes to the Collective Agreement.

Similarly, your proposal M08 on Truth and Reconciliation does not address the immediate improvements for Indigenous faculty that faculty's proposals include. While we agree that any initiatives that address Truth and Reconciliation must be led by Indigenous faculty, staff, students, and administrators, our proposals are about creating specific equitable working conditions, and are rooted in the recommendations and work of CAUT, Brock University Faculty Association, the Federation of Post-Secondary Educators in BC, as well as consultation with Indigenous faculty in Ontario colleges. We do, however, also recognize that non-Indigenous people have a responsibility to bring forward the TRC recommendations. Further, in no way does the incorporation of specific language to address existing barriers and inequities in workload, hiring, dispute resolution, retention, advancement, compensation, and other forms of systemic racism, preclude the Colleges from continuing to review how they can better implement the recommendations of the Truth and Reconciliation Commission. We have already heard from a number of faculty that your proposals do not go far enough.

We are obviously not opposed to committees on these issues -- our own proposals do include proposals for College committees specifically to address issues of preventing bullying/harassment/racism and to provide oversight and accountability; Improve efficiency, fairness, equitability, and cultural sensitivity of dispute resolution processes; or ensuring equity, diversity, and inclusion of equity- and sovereignty-seeking groups in hiring, retention, advancement, workload, and compensation. However, we believe that any committees should be co-chaired and must be designed to facilitate necessary change at each of the Colleges as soon as possible, rather than to further delay any such change for a matter of years, until our next round of bargaining when they may or may not produce changes to the Collective Agreement. For that reason, any proposals that we have made that included committees have been accompanied by proposals for immediate, concrete change that our members have identified as necessary.

We raise two additional points: On the College Employer Council's website, the Council's mission statement is as follows: "To enable the strategic direction of colleges by providing expertise and support that results in productive labour and employment relations, sustainable compensation and benefits, and leveraging knowledge across all 24 Colleges." We believe that the provincewide work of consultation across the colleges and the data gathering that you propose for each of [your various subcommittees or round tables] is work that is associated with the effective and proper management of the College system, and that it could have been performed by you, in conjunction with Colleges Ontario or the individual Colleges at any point in the last three years, or in fact, the last thirty. The employer could have done its fact-finding on these issues ahead of this round of bargaining, and come to the table with concrete proposals, as you have done for other areas that you identify as needing change. The fact that this is not what happened -- the fact that the work that you identify as necessary -- has not been performed thus far is not an excuse to defer the faculty demands that we present for additional years.

Similarly, we believe that it is inappropriate for faculty to be required to subsidize the costs of these task forces, which we understand to perform functions associated with the proper management of the college system.

The only additional change you have proposed as necessary to the existing Article 4 (“No Discrimination/Bullying/Psychological Harassment”) is to add what you described in your margin notes to M04 as “respectful workplace” language. In addition, the area of concern you identified as the origin of this change appears to be addressed already in the existing language in 4.02 A4. We do not understand how the language you propose might protect faculty more than the current language of the Collective Agreement, but we do see some ways that it could be used to target individual faculty members. We also note the broad conclusion of the Canadian Association of University Teachers that “Respectful workplace policies imperil academic freedom.” Such policies have also been misused to discipline racialized and Indigenous faculty, and to quash dissent.

We are continuing our review of your proposals, M05 Union Release Time, and M06 Coordinator Duties, in a search for common ground. We note that these proposals, similar to what has been described above and in past responses, do not deal with faculty’s concerns in a substantive way, and that a significant number of the issues central to faculty this round are simply dismissed as non-starters for your team.

In your proposal M09, we agree to the housekeeping item on replacing gendered language “he/she” with “they” and “his/hers” with “their”, as this has been a change sought by both teams.

Similarly, we agree to the proposed housekeeping changes in **14.04A, 26.02C, and 21.01**, as these were awarded by Arbitrator Kaplan in October 2019. We note that this award was mandated in a Letter of Understanding in the Collective Agreement, followed the repeal of Bill 148 by the Ford government. Furthermore, we note that this award was only necessary because of the CEC’s refusal to negotiate necessary pay equity provisions for partial-load faculty prior to the expiry of the Bill 148 subcommittee.

We do not understand the need for your proposal to replace “Council” with “CEC” throughout the CA. Can you explain?

Your proposals M10a, M10b, and M11 appear to be riddled with errors in both language and formatting, and include a series of concessions that impact almost every aspect of our members’ employment, including but not limited to workload, scheduling, vacation, professional development, probation, academic freedom, eligibility for full-time employment, and parental leave. Your proposals are simply not in keeping with your stated desire to prioritize either college stability or the student experience in your proposals, nor with your stated desire to reach a negotiated settlement.

Among these proposals, we note the following concessions:

- Inequitable workload based on program area such as apprenticeship and academic upgrading
- Increasing the number of weeks of work per year
- Two-tiered total teaching contact hours, number of courses assigned, contact days, time between assigned contact days
- Two-tiered work week: Ability to schedule new faculty on any 5 consecutive days in a week (for example, weekends would now be part of the work week for new faculty)
- Weaken faculty access to professional development
- Elimination of caps on overtime
- Allowing for courses without professors, only marking assistants
- Ability to require work on weekends without recognition or additional compensation
- Reduction of hours for evaluation and feedback for online evaluations
- Unacceptable changes to the length of the academic year (no longer 10 months) and faculty vacation scheduling and rotation
- Limits to faculty ability to access full parental leave
- Unnecessary and harmful restriction on faculty ability to bank sick days
- Attacking Partial-Load seniority rights won in 2017
- Extending the probationary period for FT faculty; introducing a probationary period of 1008 hours for PL faculty
- Creating additional hurdles to hiring, reassignment, or automatic conversion of full-time faculty
- Further limits to faculty intellectual property rights, and expansion of privatization of faculty work
- Limiting scope of counsellor work
- Reducing faculty academic freedom in regard to course delivery, professional development
- Removal of LOU subcommittees without mechanisms to continue their work or enshrine their recommendations in the Collective Agreement
- Attempt to create conditions where courses can run without a professor
- Appear to create a slippery slope to eliminate the role of professors altogether

We would also highlight that your proposals:

- Offer no improvements to workload for Counsellors, Librarians, or Partial-Load faculty
- Dismiss the work done at the IP subcommittee as a non-starter
- Dismiss faculty proposals for academic councils as a non-starter

To borrow a phrase from your Chair, these proposals seem to be designed for rejection, or simply to frighten faculty into accepting your proposed settlement offer, which we will address next.

Your offer of settlement includes language from many of your proposals above, including M01, M02, M03, M07, and M08, as well as elements from your M10a/b and 11 proposals and we have provided our feedback on those above. In addition, you propose language around

retroactive accommodations that do not address faculty's concerns during the semester, and would penalize partial-load faculty.

You also have included a proposed LOU on COVID-19 Pandemic Emergency Conversion of Materials that would infringe on and further limit faculty intellectual property rights, and open the door to increased privatization of course development and delivery. The definitions you include are not required to support this Letter. Further, they also begin to entrench the idea that asynchronous courses require more work to design but less to deliver, and that synchronous online/remote courses do not require additional time to develop. We disagree.

Your compensation proposal is in keeping with the imposed concessions of Bill 124, and we would appreciate your costing of the benefits changes you've proposed. As well, any wage reopener language would need to be binding on both parties.

As we stated on Wednesday, we were pleased that you responded to faculty's request to table a complete package. You also chose to include a settlement offer at the same time. We note that the tactic of offering a settlement that does not adequately address faculty demands while threatening further concessions if such an inadequate offer is not accepted is one that we recognize from previous rounds. Nor is it in alignment with the CEC team's goal of fostering an ongoing positive relationship between the faculty/Union and management.

We also note that the tone of your comments has shifted into much more aggressive rhetoric, and risks misrepresenting the history of this round of negotiations. The faculty team has not refused to engage in discussions. We have provided various information that you have requested and reports and have indicated that more data is forthcoming. It is a misrepresentation to assert that the team is unwilling to discuss our proposals. It is also a misrepresentation for you to assume that -- should we pursue our complete proposals rather than your settlement tabled on Wednesday at 4pm -- negotiations would be long, difficult, and likely unsuccessful. The presence of complex proposals does not necessitate the avoidance of a regular bargaining process timeline, and had you been prepared to table your proposals at the outset of bargaining, then we believe that both sides would have had sufficient time to engage in an in-depth negotiations process. It is a factual inaccuracy to assert that our proposals are designed for rejection. Further, a mature bargaining relationship and collective agreement does not necessitate changes only being the result of your agreement with your definition of a demonstrated need for change.

It is, frankly, insulting for you to repeatedly assert that faculty's lived experience is not enough to demonstrate the need for practical changes to the Collective Agreement. Our proposals represent faculty's priorities and have been gathered through an extensive and democratic process involving literally thousands of hours of consultation and participation. Faculty's lived experience, as you have described it, has formed the basis for faculty demands in each round of bargaining. This is the first time that we are aware of that this has been challenged by the employer as a sufficient source.

These types of statements, combined with our feedback above, point to a fundamental difference in understanding between the teams about the actual purpose of collective bargaining.

That said, we remain committed to working toward a settlement together, and agree with you that bargaining effectively—particularly in a mature relationship—requires a shared understanding of language, context, scope, and—we would add—purpose. Based on our exchanges thus far, we do not believe that either team is able to reach that understanding in the five remaining scheduled days of bargaining, without outside assistance.

In the spirit of moving us forward without escalating tensions, we want to acknowledge that we have a labour relations problem, and we propose a labour relations solution.

We would like to invite you to join us in engaging in pre-conciliation mediation with the goals of focusing both teams, and sorting out a pathway to bargaining. We propose that both teams consent to engage an independent mediator for a fixed period of time, to help us reach a negotiated settlement. We further propose that both teams consent to not taking any additional steps toward conciliation or other labour escalation until that agreed-upon fixed period has expired. Finally, we propose Peter Simpson as the independent mediator, as someone who is familiar with the Ontario College sector, has extensive experience in provincial and federal public sector bargaining mediation, is past director of Dispute Resolution Services at the Ontario Ministry of Labour, and who has been acceptable to both parties in the past in seeking to achieve a settlement.

We recognize the passionate commitment that members on both teams bring to this table and this process; we also understand that this proposed dispute resolution mechanism requires both teams' consent. Our team is fully committed to a negotiated settlement, and to pre-conciliation mediation as a preferred pathway to achieving it, as well as a means of improving our ongoing labour relations. We hope that you will seriously consider this offer.

TAB J

September 20, 2021

Email: jphornick@gmail.com
wthomas@opseu.org

Warren "Smokey" Thomas, President,
JP Hornick, Chair, CAAT-A Bargaining
Ontario Public Service Employees Union
100 Lesmill Rd.
Toronto, ON M3B 3P8

Re: Mediation Proposal

Dear Smokey and JP:

As Smokey has instructed us, we are writing you in your capacity as OPSEU's chief agent and Chair of the Bargaining Team, respectively, because this matter involves the administration of our bargaining process and possible resolution.

At negotiations on Friday, September 17, 2021, the CAAT-A bargaining team proposed that the parties jointly engage the services of a mediator to assist the parties. While the colleges are trying to successfully conclude a Collective Agreement, we need to be very clear: we do not believe that mediation has any prospect of success so long as CAAT-A maintains its long list of demands. We have repeatedly advised the bargaining team of this.

There remain numerous outstanding questions that we have asked in an effort to find common areas and solutions. We even wrote the bargaining team about this concern on September 13, 2021 (copy attached).

We had hoped to have a discussion based on interests with the CAAT-A team in order to find common ground. They have refused and repeatedly asked instead that we table a full set of demands. We have done as the CAAT-A team has asked and have tabled a full set of management proposals. Our concern remains that with both the Union's and management's full demands on the table, bargaining will be long, difficult, and unsuccessful.

In an effort to secure a collective agreement renewal by September 30th, we have now tabled a without prejudice settlement offer that puts our full set of proposals aside and asks the CAAT-A bargaining team to do the same so that we may reach a collective agreement that addresses our shared areas of interest.

If the bargaining team is suggesting with Friday's mediation proposal that, as we have done with our long list, both parties put their long lists of demands aside and engage a mediator to

assist in settling based on an extension agreement with very few changes, we believe mediation may be a worthwhile exercise.

In view of the above, and because OPSEU is responsible for these matters, we would appreciate hearing from you with respect to the particulars of how the Union sees mediation working. We expect that the parties would share the cost of the mediator. Some of the questions we have are about the process include: how was the proposed mediator chosen? What is the expected timing? Will the Union agree that all discussions during the mediation are not public, will be without prejudice, and will not be disclosed by either party?

These are very important issues that we believe need to be addressed before we can engage in serious consideration of mediation.

Thank you very much, we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Lloyd', with a stylized, cursive script.

Graham Lloyd
CEO

- c. Peter McKeracher, Vice-President, Labour Relations College Employer Council
Laurie Rancourt, Chair, Academic Bargaining Team, Humber College

TAB K

21 September 2021

Graham Lloyd
Chief Executive Officer
College Employer Council
Email: Graham.Lloyd@thecouncil.ca
Tel: (647) 258-7701
Cell: (416) 902-9543

Re: Letter to Smokey

Dear Graham:

Thank you for your communication on 20 September 2021 regarding our proposal for both parties to consent to pre-conciliation mediation. The CAAT-A Bargaining Team was pleased to learn that you are considering the proposal, pending clarification of a few questions.

We appreciate your offer to set your proposals aside and engage in mediation toward a negotiated settlement. During consultation with our Local Presidents and Bargaining Advisory Committee, they made it clear that the offer of settlement that you tabled on Wednesday is not acceptable. That said, they were wholly in favour of pursuing pre-conciliation mediation.

We agree that mediation is a worthwhile exercise, and we are willing, without prejudice, to set aside our current proposals and work with the mediator to determine the scope of these discussions. While our members sent a modest list of 17 demands to the table, we are certainly willing to have a mediator assist the parties in determining a path forward to an agreement.

Further, we certainly agree that both teams can work with the mediator to determine ground rules that govern both parties, including what are normal foundational rules in mediation: that the discussions during mediation are not public, are without prejudice, and will not be disclosed by either party.

With regard to your questions about timing, our goal is still to reach a settlement by September 30. While we fundamentally disagree with your summary of our bargaining history to date this round, we understand that both teams' perspectives will certainly need to be shared during our discussions.

To be clear, we have not chosen a mediator, only proposed one based on past experience. In 2014, Peter Simpson was acceptable to both teams and helped them reach a negotiated settlement. That he is familiar to both the CEC and CAAT-A/OPSEU/SEFPO, along with his familiarity with the sector, is what led our team to recommend him. This was intended as a suggestion, and based on availability. We note that in other of your proposals you suggested Gerry Lee as a mediator, and William Kaplan as an arbitrator as well.

It has been the common practice for both parties to share costs, but I will leave that to President Thomas to confirm.

We trust that this addresses the questions you've posed in your letter, thank you for sharing your thoughts, and look forward to your response.

Sincerely,

JP Hornick

On behalf of the CAAT-A Bargaining Team

TAB L

September 22, 2021

Email: jphornick@gmail.com
wthomas@opseu.org

Warren "Smokey" Thomas, President,
JP Hornick, Chair, CAAT-A Bargaining
Ontario Public Service Employees Union
100 Lesmill Rd.
Toronto, ON M3B 3P8

Re: Mediation Proposal

Dear Smokey and JP:

We want to acknowledge receipt of JP Hornick's letter of today's date. I have again addressed this to Smokey in view of his direction on March 3, 2021 to address these matters to the Bargaining Agent and copy the chair. We note JP's letter today was not addressed to Smokey.

Unfortunately, JP's letter today has created confusion about the CAAT-A mediation proposal.

First, JP's letter states that the CAAT-A team "appreciate[s] [our] offer to set [our] proposals aside and engage in mediation toward a negotiated settlement." To be clear, we did not offer mediation but have been responding to CAAT-A's mediation proposal. We continue to seek clarity about the proposal so that we may assess whether mediation has any chance of success.

As we stated in our letter of September 20, 2021, for mediation to be successful, "as we have done with our long list, both parties [must agree to] put their long lists of demands aside and engage a mediator to assist in settling based on an extension agreement with very few changes" (emphasis added).

In JP's letter, after stating that CAAT-A would set its proposals aside, it then states that your members have sent you with a list of seventeen demands and you "are certainly willing to have a mediator assist the parties in determining a path forward to an agreement".

We need to be crystal clear: our concern remains that with both the Union's and management's full demands on the table, bargaining will be long, difficult, and unsuccessful. It was for that reason, as we stated in our letter, in an effort to secure a collective agreement renewal by September 30th, we tabled a without prejudice settlement offer that puts our full set of proposals aside. We have asked the CAAT-A bargaining team to do the same so that we may reach a collective agreement that addresses our shared areas of interest.

Therefore, we ask that the CAAT-A team, in the same way that we did, set aside its list of demands and provide us with a without prejudice settlement proposal.

If it is your intention to maintain your current list of demands as the basis for the mediation, when we have advised that as proposed they are non-starters, we do not think mediation can be successful and cannot support it.

Our position has not changed. For mediation to be successful, the parties must show flexibility and compromise.

Last, we agree that the mediation process needs to be without prejudice and confidential to the immediate bargaining teams. However, we are concerned by what is meant by our "teams' perspectives will certainly need to be shared during our discussions. Please clarify your position in this regard.

We look forward to hearing from you in order that we may further assess your proposal.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Lloyd', written in a cursive style.

Graham Lloyd
CEO

- c. Peter McKeracher, Vice-President, Labour Relations College Employer Council
 Laurie Rancourt, Chair, Academic Bargaining Team, Humber College

TAB M

Order

It was brought to my attention by the employer that a virtual meeting was held yesterday with Faculty at Conestoga College where matters relating to bargaining was the main, if not only, subject of the meeting. It was also brought to my attention that Ms. Anna Ainsworth, a member of the Divisional Executive, and who is not a faculty member at Conestoga College, was in attendance and was the principal speaker.

OPSEU has confirmed the meeting was scheduled to take place.

Ms. Ainsworth indicated that there was a blackout during mediation and could not, therefore, discuss the state of the mediation. She nonetheless reviewed, with the attendees, some of the union demands, including those related to partial load. She further reviewed how the employer could force a vote and how it was important that the union, if necessary, receive a strong strike mandate. She indicated that the union had a larger base now than in 2017, has a healthy strike fund, and that during a strike the plan of the union would be to shut down LMS and take control of all teaching material. In addition, she stated that she doubted that the government would legislate an end to any strike that might take place.

While not directly dealing with what has, or is, transpiring during mediation, it would appear that there is, at best, a misunderstanding of what my order for a blackout is intended to accomplish and, at worst, a deliberate attempt to breach the order. To be clear, bargaining cannot take place in public. Rallying the troops in a public form while mediation is underway, is totally counterproductive to the collective bargaining process generally, and mediation in particular.

Given what transpired yesterday, it is obvious that I must make my blackout order clearer.

The parties and their representatives, which does not include only the members of their respective negotiating teams, cannot discuss anything relating to the ongoing negotiations, including mediation, in any form or forum whatsoever. This includes, but is not limited to, anything relating to a potential strike, strike vote, proposals, the status of the mediation or negotiations, or the potential position that might be taken by government.

M. Brian Keller, mediator

TAB N

UNION INITIAL DEMAND	UNION OCTOBER 12 DEMAND	UNION CURRENT DEMAND																																
2.06 There shall be no contracting out of faculty work.	2.04 There shall be no contracting out of faculty work.	2.04 There shall be no contracting out of faculty work, as defined in the Class Definitions of Professors, Instructors, Counsellors, and Librarians, to private interests, third-party, and/or non-academic bargaining unit members (as defined in Article 1 i-iv and the Colleges Collective Bargaining Act, 2008). Faculty work assigned to part-time and sessional employees is subject to Article 2 and Appendix V.																																
<div>11.01 D 1 Minimum Weekly hours for preparation shall be attributed to the teacher <u>faculty member</u> in accordance with the following formula:</div> <div><table><tr><th>TYPE OF COURSE</th><th>RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION</th></tr><tr><td>New</td><td>1:1.10</td></tr><tr><td>Established A</td><td>1:0.85</td></tr><tr><td>Established B</td><td>1:0.60</td></tr><tr><td>Repeat A</td><td>1:0.45</td></tr><tr><td>Repeat B</td><td>1:0.35</td></tr><tr><td>Special A</td><td>as indicated below</td></tr><tr><td>Special B</td><td>as indicated below</td></tr></table></div> <div>RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION <u>BY TYPE OF COURSE</u></div>	TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION	New	1:1.10	Established A	1:0.85	Established B	1:0.60	Repeat A	1:0.45	Repeat B	1:0.35	Special A	as indicated below	Special B	as indicated below	<div>11.01 D 1 Weekly hours for preparation shall be attributed to the teacher <u>faculty member</u> in accordance with the following formula:</div> <div><table><tr><th>TYPE OF COURSE</th><th>RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION</th></tr><tr><td>New</td><td>1:1.10</td></tr><tr><td>Established A</td><td>1:0.85</td></tr><tr><td>Established B</td><td>1:0.60</td></tr><tr><td>Repeat A</td><td>1:0.45</td></tr><tr><td>Repeat B</td><td>1:0.35</td></tr><tr><td>Special A</td><td>as indicated below</td></tr><tr><td>Special B</td><td>as indicated below</td></tr></table></div> <div>RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION <u>BY TYPE OF COURSE</u></div>	TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION	New	1:1.10	Established A	1:0.85	Established B	1:0.60	Repeat A	1:0.45	Repeat B	1:0.35	Special A	as indicated below	Special B	as indicated below	No Change from October 12
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<p><u>the faculty member is, at different times, delivering partly online and partly through face-to-face instruction, and this delivery remains the same for all students for the duration of the course.</u></p> <p>iv. <u>“Multiple Mode A/Synchronous” refers to a section of a course that the</u> <u>faculty member is delivering through face-to-face instruction as well as online at the same time, and may involve a streaming or recorded component.</u></p>	<p><u>the faculty member is, at different times, delivering partly online and partly through face-to-face instruction, and this delivery remains the same for all students for the duration of the course.</u></p> <p>iv. <u>“Multiple Mode A/Synchronous” refers to a section of a course that</u> <u>the faculty member is delivering through face-to-face instruction as well as online at the same time, and may involve a streaming or recorded component.</u></p>	
<p><u>Type of Course</u></p> <p>(i) "New" refers to the first section of a course which the teacher <u>faculty member</u> is</p> <ul style="list-style-type: none">- teaching for the first time. (This definition does not apply to a new Ffull-time teacher<u>faculty member</u> who has previously taught the course as a Partial-Load, Sessional or Part-time employee; nor to courses designated as "Special" as defined below); or- teaching for the first time since a major <u>significant</u> revision of the course or curriculum has been approved by the College; <u>or</u> <p><u>teaching in a different mode of delivery for the first time.</u></p>	<p><u>Type of Course</u></p> <p>*Article 11.01 D3 amend only (i) to:</p> <p>i. "New" refers to the first section of a course which the teacher <u>faculty member</u> is</p> <ul style="list-style-type: none">• teaching for the first time. (This definition does not apply to a new Ffull-time teacher <u>faculty member</u> who has previously taught the course as a Partial-Load, Sessional or Part-time employee; nor to courses designated as "Special" as defined below); or• teaching for the first time since a major <u>significant</u> revision of the course or curriculum	<p>No Change from October 12</p>

	has been approved by the College; <u>or</u> <u>teaching in a different mode of delivery for the first time.</u>																			
<u>11.01 D 3 viii. Hours for coordination of courses or programs (as referred to in 14.03 A 3) assigned to a faculty member on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF</u>	* Article 11.01 D3 delete (vii) and (viii) and add new: <u>vii. Hours for coordination of courses or programs (as referred to in 14.03 A 3) assigned to a faculty member on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF</u>	No Change from October 12																		
<p>11.01 E 1 Minimum Weekly hours for evaluation and feedback in a course shall be attributed to a teacher <u>faculty member</u> in accordance with the following formula:</p> <p>In accordance with the following ratio depending on which form of evaluation is most prevalent</p> <hr/> <p>RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK</p> <hr/> <table><tr><td>Essay or p<u>P</u>roject</td><td>Routine or Assisted</td><td>In-Process</td></tr><tr><td>1:0.03<u>055</u></td><td>1:0.015</td><td>1:0.0092</td></tr><tr><td>per student</td><td>per student</td><td>per student</td></tr></table> <hr/> <p><u>Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2</u></p>	Essay or p <u>P</u> roject	Routine or Assisted	In-Process	1:0.03 <u>055</u>	1:0.015	1:0.0092	per student	per student	per student	<p>11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher <u>faculty member</u> in accordance with the following formula:</p> <p>In accordance with the following ratio depending on which form of evaluation is most prevalent</p> <hr/> <p>RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK</p> <hr/> <table><tr><td>Essay or p<u>P</u>roject</td><td>Routine or Assisted</td><td>In-Process</td></tr><tr><td>1:0.03<u>055</u></td><td>1:0.015</td><td>1:0.0092</td></tr><tr><td>per student</td><td>per student</td><td>per student</td></tr></table> <hr/> <p><u>Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2</u></p>	Essay or p <u>P</u> roject	Routine or Assisted	In-Process	1:0.03 <u>055</u>	1:0.015	1:0.0092	per student	per student	per student	No Change from October 12
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<u>11.02 B 2 As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WMG in an advisory role.</u>	<u>11.02 B 2 As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WMG in an advisory role.</u>	<u>11.02 B 2 A faculty member who identifies as Indigenous shall be able to have an Indigenous Elder/Traditional Knowledge Keeper attend WMG</u>																		

		as an advisor and/or support person.
<p>13.06 E <u>In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether copyrightable or patentable material, shall rest with the faculty member who creates it, even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer.</u></p>	<p>13.01 Except as may be otherwise mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee's normal administrative or professional duties with the College, shall be and remain the property of the College. Other works produced by an employee shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada) and in particular the subsection addressing "work made in the course of employment".</p> <p><u>In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether copyrightable or patentable material, shall rest with the faculty member who creates it, even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer.</u></p>	<p>13.01 In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether copyrightable or patentable material, shall rest with the faculty member who creates it, even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written agreement with the faculty member to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer and/or a research or corporate partner.</p>
<p>26.01 C <u>Each partial-load professor and instructor shall have a workload that adheres to the provisions of Articles 11.01 and 11.02 and shall result in a workload which is no more than 72% of the maximum full-time workload specified in Article 11.01 B 1.</u></p>	<p>26.01 C <u>Each partial-load professor and instructor shall have a workload that adheres to the provisions of Articles 11.01 and 11.02 and shall result in a workload which is no more than 72% of the maximum full-time workload specified in Article 11.01 B 1.</u></p>	No Change from October 12
<p>32.02</p> <p>Grievance Meeting</p> <p>i. An employee shall present a signed grievance in writing to the College President or his/her designee setting forth the nature of the</p>	<p>32.02</p> <p>Grievance Meeting</p> <p>i. An employee shall present a signed grievance in writing to the College</p>	<p>32.02</p> <p>Grievance Meeting</p> <p>An employee shall present a signed grievance in</p>

<p>grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local or the College. <u>The member may request an Elder or Traditional Knowledge Keeper/Carrier to attend and such a request shall not be denied.</u> The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.</p>	<p>President or his/her designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local or the College. <u>The member may request an Elder or Traditional Knowledge Keeper/Carrier to attend and such a request shall not be denied.</u> The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.</p>	<p>writing to the College President or his/her designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local or the College. A faculty member who identifies as Indigenous shall be able to have an Indigenous Elder/Traditional Knowledge Keeper attend the grievance meeting as an advisor and/or support person. The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.</p>
<p><u>32.02</u> ii. <u>The parties agree that mandatory mediation with an Indigenous mediator/arbitrator is an alternative to the grievance process and is triggered at the faculty’s request. If the mediation breaks down and the mediator determines that the parties cannot come to a settlement, then the Indigenous mediator/arbitrator can issue a binding decision.</u></p>	<p><u>32.02</u> ii. <u>The parties agree that mandatory mediation with an Indigenous mediator/arbitrator is an alternative to the grievance process and is triggered at the faculty’s request. If the mediation breaks down and the mediator determines that the parties cannot come to a settlement, then the Indigenous mediator/arbitrator can issue a binding decision.</u></p>	<p>Deleted in favour of new provision dealing with Indigenous Arbitrators set out below:</p> <p>Add names of Indigenous arbitrators Representatives of the Council and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of an arbitrator to hear each of the grievances. The arbitrator shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time, by mutual agreement, add further names to the list.</p> <p>Also, the parties may agree to a supplementary list of persons to act on a single or number of</p>

		<p>occasions.</p> <p>The College or the Union may, prior to selection of an arbitrator, decide to have the matter heard by an arbitration board. The selected arbitrator shall chair the board. The College and the Union shall each appoint its nominee within the ten days of the appointment of the Chair and forthwith notify the other party and the Chair.</p>
	<p>Letter of Understanding Re: Employment Equity <u>Equity, Diversity, and Inclusion</u></p> <p>The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:</p> <p>1. At the local level, the parties <u>shall establish a jointly-chaired committee (including equal representation from the union and employer) to research and make binding recommendations annually on</u> will work together to facilitate:</p> <ul style="list-style-type: none">- the implementation of employment systems, policies and practices, including matters relating to <u>compensation and</u> child care, that are non-discriminatory <u>and equitable</u> in nature and effect; and- the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated	<p>Letter of Understanding Re: Employment Equity Equity, Diversity, and Inclusion</p> <p>The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:</p> <p>1. At the local level, the parties shall establish a jointly-chaired committee (including equal representation from the union and employer) to research and make annual recommendations to the Board of Govenors will work together to facilitate :</p> <ul style="list-style-type: none">- the implementation of employment systems, policies and practices, including matters relating to discipline, dispute resolution, compensation and child care, that are non-discriminatory and equitable in nature and effect; and- the implementation of practices and

	<p>groups; and</p> <ul style="list-style-type: none">- generating data as to the current representation and distribution of the designated groups; and- examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and- the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and- the attainment of appropriate representation of targeted groups identified by the Province of Ontario. <p>2. At the provincial level, the parties <u>shall establish a jointly-chaired committee of the EERC (including equal representation from the union and employer) to research and make binding recommendations for each subsequent Collective Agreement</u> will work together to ensure that all provisions of the Agreement are non-discriminatory in nature and effect.</p> <p>3. At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified by the Province of Ontario as designated groups in the day-to-day administration of the Agreement. This could include, but not be limited to, the administration of Articles 7, 9, 11, 32, 33, Appendix II and IV.</p> <p>The designated groups referred to above are considered to be,</p>	<p>policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and</p> <ul style="list-style-type: none">- generating data as to the current representation and distribution of the designated groups; and- examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and- the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and- the attainment of appropriate representation of targeted groups identified by the Province of Ontario. <p>2. At the provincial level, the parties shall establish a jointly-chaired committee of the EERC (including equal representation from the union and employer) to research and make recommendations for each subsequent Collective Agreement at least 12 months prior to the expiry of the current Collective Agreement will work together to ensure that all provisions of the Agreement are non-discriminatory in nature and effect.</p>
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	<p>for the purpose of this letter:</p> <ul style="list-style-type: none">- <u>Women</u>- visible and ethnic minorities <u>Racialized people</u>- disabled persons <u>People with disabilities</u>- native persons <u>Indigenous (First Nations, Inuit and Métis)</u>- <u>Lesbian, Gay, Bi-Sexual, Trans, Queer and 2-Spirit (LGBTQ2S*)</u>- Francophones	<p>3. If the parties are unable to reach consensus on the recommendations, they shall immediately refer both parties’ recommendations to Mediator Michelle Flaherty at least 6 months prior to the expiry of the Collective Agreement. If the parties cannot reach consensus after mediation, then Mediator Flaherty will issue a binding decision on which recommendations advance the most equitable working conditions and therefore shall be included in the next Collective Agreement.</p> <p>4. At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified by the Province of Ontario as designated groups in the day-to-day administration of the Agreement. This could include, but not be limited to, the administration of Articles 7, 9, 11, 32, 33, Appendix II and IV.</p> <p>The designated groups referred to above are considered to be, for the purpose of this letter:</p> <ul style="list-style-type: none">- Women- visible and ethnic minorities Racialized people- disabled persons People with disabilities
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		<div>- native persons Indigenous (First Nations, Inuit and Métis) people</div> <div>- Lesbian, Gay, Bi-Sexual, Trans, Queer and 2-Spirit (LGBTQ2S*) people</div> <div>- Francophones</div>
<div>Renew all Letters of Understanding except the following;</div> <div><div>- Employment Equity (see proposals on Equity)</div><div>- Return-to-Work (see proposals on Return to Work)</div><div>- Intellectual property (see proposals on Intellectual Property)</div><div>- Counsellor Class Definition (see proposals on Counsellors)</div></div> <div>Short-term Disability Plan (Joint Task Force)</div>	<div>Renew all Letters of Understanding with changes to the following;</div> <div><div>• Employment Equity (see proposed LOU Equity, Diversity, and Inclusion)</div><div>• Remove Intellectual Property (see Article 13 proposals on Intellectual Property)</div><div>• Remove Counsellor Class Definition (see Class Definition proposal on Counsellors)</div></div> <div>Remove Short-term Disability Plan (Joint Task Force)</div>	<div>No Change from October 12</div>
<div>COUNSELLOR</div> <div>CLASS DEFINITION</div> <div> </div> <div>COUNSELLOR</div> <div>A Counsellor is responsible for assisting students and potential students holistically to function effectively as learners and as individuals by helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living.</div> <div>The Counsellor's duties include:</div> <div><div>a)</div><div>Developing and maintaining providing appropriate counselling programs, <u>to support students with mental health, personal, and/or academic issues, including:</u></div><div><div>- <u>developing and providing person-centred</u></div></div></div>	<div>CLASS DEFINITION</div> <div>COUNSELLOR</div> <div> </div> <div>A Counsellor is responsible for assisting students and potential students holistically and through an intersectional lens to function effectively as learners and as individuals by helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living.</div> <div>The Counsellor's duties include:</div> <div><div>a)</div><div>Developing and maintaining providing appropriate counselling programs <u>through various modes of delivery including one-on-one and group counselling (as a non-instructional activity) , to support students with mental health, personal, and/or academic issues, including:</u></div><div><div>- <u>developing and providing person-centred counselling support and treatment plans, both in-person and</u></div></div></div>	<div>No Change from October 12</div>

<p><u>counselling support and treatment plans, both in-person and virtually;</u></p> <ul style="list-style-type: none"> - <u>providing traditional and culturally-specific counselling support and advising to Indigenous students, and building community connections with Indigenous partners;</u> - <u>maintaining timely and detailed confidential clinical records in adherence to relevant legal and privacy standards;</u> - <u>working in accordance with individual regulatory bodies;</u> - <u>referring students to appropriate internal and external supports as appropriate;</u> - <u>as part of a multidisciplinary team where appropriate, identifying and assisting with student problems, and relationship problems among students.</u> <p>b) Interviewing individuals, by appointment, to explore personal or social difficulties or vocational/educational decision-making <u>development</u>, including:</p> <ul style="list-style-type: none"> - <u>providing one-on-one counselling and complex case management support for students experiencing significant mental health issues;</u> - <u>Providing educational/vocational information to individuals or directing them to available sources;</u> 	<p><u>virtually;</u></p> <ul style="list-style-type: none"> - <u>providing traditional and culturally-specific counselling support and advising to Indigenous students, and building community connections with Indigenous partners;</u> - <u>maintaining timely and detailed confidential clinical records in adherence to relevant legal and privacy standards;</u> - <u>working in accordance with individual regulatory bodies;</u> - <u>referring students to appropriate internal and external supports as appropriate;</u> - <u>as part of a multidisciplinary team where appropriate, identifying and assisting with student problems, and relationship problems among students.</u> <p>b) Interviewing individuals, by appointment, to explore personal or social difficulties or vocational/educational decision-making <u>development</u>, including:</p> <ul style="list-style-type: none"> - <u>providing one-on-one counselling and complex case management support for students experiencing significant mental health issues;</u> - <u>Providing educational/vocational information to individuals or directing them to available sources;</u> - <u>referring students individuals to both internal and external service providers, as the Counsellor deems appropriate to proper professional help;</u> 	
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<ul style="list-style-type: none">- referring students <u>individuals to both internal and external service providers, as the Counsellor deems appropriate to proper professional help;</u>- <u>conducting biopsychosocial assessments and interventions, as the Counsellor deems appropriate;</u>- facilitating discussion/dialogue between students, faculty and administration;- <u>assisting students in developing self-advocacy skills;</u>- participating in pre-admission interviewing and testing, as required;- <u>assisting new students in their transition to the College.</u> <p>e) Group counselling as a non-instructional activity</p> <p>c) Testing <u>Assessing</u> and evaluating evaluation of individuals to assist them in their personal, educational/vocational development, <u>including:</u></p> <ul style="list-style-type: none">- <u>screening for depression, anxiety, ADHD, traumatic stress, and/or learning disabilities, and consequently facilitating appropriate accommodation support and/or making appropriate referrals to both internal and external resources;</u>- <u>assessing individual disabilities/abilities, and</u>	<ul style="list-style-type: none">- <u>conducting biopsychosocial assessments and interventions, as the Counsellor deems appropriate;</u>- facilitating discussion/dialogue between students, faculty and administration;- <u>assisting students in developing self-advocacy skills;</u>- participating in pre-admission interviewing and testing, as required;- <u>assisting new students in their transition to the College.</u> <p>e) Group counselling as a non-instructional activity</p> <p>c) Testing <u>Assessing</u> and evaluating evaluation of individuals to assist them in their personal, educational/vocational development, <u>including:</u></p> <ul style="list-style-type: none">- <u>screening for depression, anxiety, ADHD, traumatic stress, and/or learning disabilities, and consequently facilitating appropriate accommodation support and/or making appropriate referrals to both internal and external resources;</u>- <u>assessing individual disabilities/abilities, and developing appropriate accommodation plans, accordingly;</u>- <u>conducting needs assessments that include consideration of psychosocial factors of students, for the purpose of exploring career options;</u>- <u>administering and interpreting a variety of</u>	
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<ul style="list-style-type: none">- <u>providing current occupational and career/labour market information to individuals or and/directing them to available sources;</u>- <u>providing career counselling to students using a holistic and inclusive approach, as the Counsellor deems appropriate;</u>- <u>providing career education and counselling in orientation, transitioning programs and educational sessions;</u> <p>g) Participating in the orientation of new students to the College.</p> <p>e) <u>Developing and promoting student accommodation plans after assessing disabilities/abilities, including:</u></p> <ul style="list-style-type: none">- <u>reviewing documentation and providing assessments and screenings when necessary;</u>- <u>referring to external partners for additional medical documentation to secure accommodation support, as appropriate;</u>- <u>working to help College employees support and understand the needs of accommodated students and to adhere to relevant legislation and College policies;</u>- <u>evaluating documentation provided in the accommodation assessment process to make recommendations to benefit students, including accommodation and access to</u>	<p>g) Participating in the orientation of new students to the College.</p> <p>e) <u>Developing and promoting student accommodation plans after assessing disabilities/abilities, including:</u></p> <ul style="list-style-type: none">- <u>reviewing documentation and providing assessments and screenings when necessary;</u>- <u>referring to external partners for additional medical documentation to secure accommodation support, as appropriate;</u>- <u>working to help College employees support and understand the needs of accommodated students and to adhere to relevant legislation and College policies;</u>- <u>evaluating documentation provided in the accommodation assessment process to make recommendations to benefit students, including accommodation and access to funding options;</u> <p>f) <u>Responding appropriately to crisis situations affecting either the mental health or academic performance of students or the broader College community, including:</u></p> <ul style="list-style-type: none">- <u>providing crisis intervention and conflict resolution;</u>- <u>conducting suicide/homicide risk assessment and, where appropriate, initiating safety planning, duty-to-warn, and threat risk protocols;</u>- <u>providing crisis support to the college community following a tragic event;</u> <p>g) <u>Promoting positive mental health wellness in the college and</u></p>	
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<p><u>funding options:</u></p> <p>f) <u>Responding appropriately to crisis situations affecting either the mental health or academic performance of students or the broader College community, including:</u></p> <ul style="list-style-type: none"> - <u>providing crisis intervention and conflict resolution;</u> - <u>conducting suicide/homicide risk assessment and, where appropriate, initiating safety planning, duty-to-warn, and threat risk protocols;</u> - <u>providing crisis support to the college community following a tragic event;</u> <p>g) <u>Promoting positive mental health wellness in the college and beyond, including:</u></p> <ul style="list-style-type: none"> - <u>conducting group counselling as a non-instructional activity;</u> - <u>creating and facilitating clinical and nonclinical groups/workshops for students;</u> - <u>advocating for students within the College community and for mental health initiatives, policies, and procedures to support students' mental health wellness;</u> - <u>participating in college, regional and provincial committees;</u> - <u>promoting fair and equal access throughout the College by eliminating barriers and</u> 	<p><u>beyond, including:</u></p> <ul style="list-style-type: none"> - <u>conducting group counselling as a non-instructional activity;</u> - <u>creating and facilitating clinical and nonclinical groups/workshops for students;</u> - <u>advocating for students within the College community and for mental health initiatives, policies, and procedures to support students' mental health wellness;</u> - <u>participating in college, regional and provincial committees;</u> - <u>promoting fair and equal access throughout the College by eliminating barriers and ensuring adherence to the Ontario Human Rights Code;</u> - <u>creating and facilitating educational workshops for faculty, administration and staff to facilitate increased understanding of student needs and accommodations;</u> - <u>organizing and/or assisting with mental health educational or professional development opportunities for the college community through workshops, presentations, classroom visits, events, and/or online offerings;</u> - <u>collaborating with academic faculty and units to develop and support in-house mental health education, career education, and health teaching, both in and outside the classroom;</u> 	
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<p><u>ensuring adherence to the Ontario Human Rights Code;</u></p> <ul style="list-style-type: none">- <u>creating and facilitating educational workshops for faculty, administration and staff to facilitate increased understanding of student needs and accommodations;</u>- <u>organizing and/or assisting with mental health educational or professional development opportunities for the college community through workshops, presentations, classroom visits, events, and/or online offerings;</u>- <u>collaborating with academic faculty and units to develop and support in-house mental health education, career education, and health teaching, both in and outside the classroom;</u>- <u>participating in the orientation of new students to the College.</u> <p>h) <u>Supervising interns from postsecondary institutions on field placement/practicum</u></p> <p>i) <u>Engaging in research related to counselling work, as needed</u></p> <p>j) Teaching, as assigned <u>mutually agreed to</u></p> <p>In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaising with community service programs and agencies, professional development</p>	<ul style="list-style-type: none">- <u>participating in the orientation of new students to the College.</u> <p>h) <u>Supervising interns from postsecondary institutions on field placement/practicum</u></p> <p>i) <u>Engaging in applied research related to counselling work, as needed</u></p> <p>j) Teaching, as assigned <u>mutually agreed to</u></p> <p>In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaising with community service programs and agencies, professional development and control of supplies and equipment.</p>	
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and control of supplies and equipment. <u>If there is a conflict between the standards of practice of a governing body and a member's work environment, the member's obligation is to the governing body.</u>		
	“Housekeeping” throughout change “teacher” to “Faculty Member” – JP Hornick verbal 4:15 pm session on October 12.	No Change from October 12
Classification Plans (Salary Calculations) - SECTION I CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS FACTORS 1. APPOINTMENT FACTORS A) Experience: Relevant Teaching/Relevant Occupational (i) Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience. For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.	Removed	Classification Plans (Salary Calculations) SECTION I CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS FACTORS 1. APPOINTMENT FACTORS A) Experience: Relevant Teaching/Relevant Occupational i. Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

<p>Part-time experience should be totalled only if it forms part of a regular program of development such as a co-operative educational program.</p> <p>Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.</p> <p>Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.</p> <p>The values to be given for experience are:</p> <p>—— First 5 years: —— 1 point per year —— Next 9 years: —— 2/3 point per year —— Next 12 years: —— ½ point per year</p> <p><u>ii) Indigenous Knowledge Qualifications</u></p> <p><u>Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a</u></p>		<p>For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.</p> <p>Part-time experience should be totalled only if it forms part of a regular program of development such as a co-operative educational program.</p> <p>—— Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.</p> <p>—— Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.</p>
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<p><u>particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.</u></p> <p><u>Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.</u></p> <p><u>The values to be given for experience and/or Indigenous Knowledge qualifications are:</u></p> <ul style="list-style-type: none">- <u>First 5 years: 1 point per year</u>- <u>Next 9 years: 2/3 point per year</u>- <u>Next 12 years: ½ point per year</u>		<p>The values to be given for experience are:</p> <p>_____ First 5 years: _____ 1 point per year</p> <p>_____ Next 9 years: _____ 2/3 point per year</p> <p>_____ Next 12 years: _____ ½ point per year</p> <p>ii) Indigenous Knowledge Qualifications</p> <p>Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.</p>
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		<p>Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.</p> <p>The values to be given for experience and/or Indigenous Knowledge qualifications are:</p> <ul style="list-style-type: none">• First 5 years: 1 point per year• Next 9 years: 2/3 point per year• Next 12 years: ½ point per year
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<div><div>B)Relevant Formal Qualifications</div><div><p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p><p>No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.</p><div><div>-</div><div>CAAT Diploma or Post-Secondary Certificate - per year (level) completed: (Maximum of 4 years)</div></div><div><div>-</div><div>University Degree - per year (level) completed: (Maximum of 6 years)</div></div><div><div>-</div><div>Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: (Maximum of 5 years)</div></div></div></div> <td>Removed</td> <td><div><div>B)Relevant Formal Qualifications</div><div><p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p><p>No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.</p><div><div>-</div><div>CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points (Maximum of 4 years)</div></div><div><div>-</div><div>University Degree - per year (level) completed: 1½ points (Maximum of 6 years)</div></div></div></div></td>	Removed	<div><div>B)Relevant Formal Qualifications</div><div><p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p><p>No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.</p><div><div>-</div><div>CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points (Maximum of 4 years)</div></div><div><div>-</div><div>University Degree - per year (level) completed: 1½ points (Maximum of 6 years)</div></div></div></div>
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<p>The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.</p> <p>(Note that years included herein are not also to be included under Factor A)</p>		<p>- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: 1½ points (Maximum of 5 years)</p> <p>The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.</p> <p>(Note that years included herein are not also to be included under Factor A)</p>
<p>SECTION II CLASSIFICATION PLAN FOR INSTRUCTORS</p> <p>FACTORS</p> <p>1. APPOINTMENT FACTORS</p> <p>A) Experience: Relevant Teaching/Relevant Occupational</p> <p>(i) Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught, or to some allied aspect of it. In determining the number of years to be counted the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's</p>	Removed	<p>SECTION II CLASSIFICATION PLAN FOR INSTRUCTORS FACTORS</p> <p>1. APPOINTMENT FACTORS</p> <p>A) Experience: Relevant Teaching/Relevant Occupational</p> <p>i. Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught, or to some allied aspect of it. In determining the number of years to be counted the College hiring must avoid the extremes of counting either</p>

<p>experience.</p> <p>For example, an applicant who has spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.</p> <p>Part-time experience should only be totalled if it forms part of a regular program of development such as a co-operative educational program.</p> <p>Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.</p> <p>Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.</p> <p>The values to be given for experience are:</p> <ul style="list-style-type: none">— First 5 years: — 1 point per year— Next 9 years: — 2/3 point per year— Next 12 years: — ½ point per year		<p>"years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.</p> <p>For example, an applicant who has spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.</p> <p>Part-time experience should only be totalled if it forms part of a regular program of development such as a co-operative educational program.</p> <p>Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.</p> <p>Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced</p>
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<p>ii) <u>Indigenous Knowledge Qualifications</u></p> <p><u>Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.</u></p> <p><u>Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.</u></p> <p><u>The values to be given for experience and/or Indigenous Knowledge qualifications are</u></p> <ul style="list-style-type: none">- <u>First 5 years: 1 point per year</u>- <u>Next 9 years: 2/3 point per year</u>- <u>Next 12 years: ½ point per year</u>		<p>qualifications.</p> <p>The values to be given for experience are:</p> <p>per year</p> <ul style="list-style-type: none">- First 5 years: 1 pointNext 9 years: 2/3 pointper yearNext 12 years: ½ pointper year <p>ii) <u>Indigenous Knowledge Qualifications</u></p> <p><u>Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge</u></p>
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		<p><u>Carrier/Keeper.</u></p> <p><u>Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.</u></p> <p><u>The values to be given for experience and/or Indigenous Knowledge qualifications are</u></p> <ul style="list-style-type: none">• <u>First 5 years: 1 point per year</u>• <u>Next 9 years: 2/3 point per year</u> <p><u>Next 12 years: ½ point per year</u></p>
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<div><div>B) Relevant Formal Qualifications</div><div><p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p><p>No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.</p><div><div>- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: (Maximum of 4 years)</div><div>- University Degree - per year (level) completed: (Maximum of 6 years)</div><div>- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: (Maximum of 5 years)</div></div></div></div> <td>Removed</td> <td><div><div>B) Relevant Formal Qualifications</div><div><p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p><p>No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.</p><div><div>- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points (Maximum of 4 years)</div></div></div></div></td>	Removed	<div><div>B) Relevant Formal Qualifications</div><div><p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p><p>No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.</p><div><div>- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points (Maximum of 4 years)</div></div></div></div>
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<p>The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.</p> <p>(Note that years included herein are not also to be included under Factor A)</p>		<p>- University Degree - per year (level) completed:1½ points (Maximum of 6 years)</p> <p>- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: 1½ points (Maximum of 5 years)</p> <p>The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.</p> <p>(Note that years included herein are not also to be included under Factor A)</p>
		Accept CEC offer on medical cannabis
		Add Dental Implants
		Accept CEC Bill 124 provision substituting William Kaplan for Gerry Lee

TAB O

Report of the Mediator in the Matter of a Dispute

Between

College Employer Council [CEC or employer)

And

Ontario Public Service Employees' Union [Union]

Mediator: M. Brian Keller

October 28, 2021

On September 27, 2021, I was appointed as mediator jointly by the parties to assist them in negotiating a renewal collective agreement. The previous collective agreement had a term commencing on October 1, 2017 and expiring on September 30, 2021. The parties exchanged initial positions on July 8, 2021.

The Colleges of Applied Arts and Technology Academic (CAAT-A) bargaining team's proposals numbered over 350, spread across 9 themes. The CEC's initial bargaining proposals numbered just under 40.

The parties initially met on July 7, 2021, and subsequently met 12 more times. I believe it is not unfair to say that the meetings cannot be described as true negotiations. Rather, what took place was more of an exchange of statements and speeches without any of the give-and-take that one would normally expect to see in true collective bargaining. It was not possible for the parties to address individual proposals put forward by either side because the CAAT- A team would not agree to respond to questions or engage in dialogue posed by CEC. They appeared content to make speeches rather than negotiate. I liken what transpired to the phony war that took place at the outset of World War II. It is for that reason that I have chosen to write that the parties "met" rather than writing that the parties "bargained".

Just prior to my appointment, the CEC tabled a without prejudice settlement offer by which it proposed to set aside the majority of its proposals in favour of a few modest amendments touching on its key concerns as well as those which the CAAT-A team had identified as its key areas of interest.

In any event, the “negotiations” went nowhere. Little or no progress had been made. There were still over 350 proposals on the table from the CAAT-A team and 14 proposals from the CEC, all on a without prejudice basis.

The CAAT-A team proposed mediation and it was at that point that the parties agreed that the assistance of a third party was required.

At the outset of the mediation, I first met jointly with the parties and then with each of them separately. I made it clear to the CEC that they had to respond to the CAAT-A team’s proposals but I also told them that I understood that with the number of proposals on the table from the CAAT-A team a reasonable response was difficult. I told them I would attempt, in meeting with the CAAT-A team, to reduce the number proposals to a meaningful level, one which would permit true negotiations. I also encouraged the parties to enter into meaningful dialogue and discussion, which are essential elements of true bargaining.

When I met with the CAAT-A team, I expressed to them that the proposals on the table did not allow for fruitful negotiations. I strongly urged them to consider what their priorities were and to reduce their proposals to those priorities. I reminded them that not every proposal was of equal importance. I candidly told them that the number of proposals, as well as the substance of many of them, were a major impediment to reaching a settlement.

I reminded the CAAT-A team that what they were negotiating was a renewal of a mature collective agreement, one that resulted from a 5-week strike in 2017. I told them that a major rewrite of the collective agreement [at that point, there were still over 350 proposals from the CAAT-A team, which constituted about half of the collective agreement] was unattainable. I was also made aware, at that time, that the advice I was giving did not differ from the advice they were receiving from the assigned bargaining agent staff.

I was clear to them, I believe, that if they were serious about trying to achieve an agreement through negotiations, they would have to reduce their proposals, both in number and effect, to their true priorities.

On October 4, 2021, the CAAT-A team did modify their proposals. The number was reduced to just over 150 demands touching on roughly 40 % of the collective agreement. Notwithstanding that reduction, the essential difficulty or problem remained the same: there were still too many

proposals to permit true negotiations and what was remaining would still require a major rewrite of the collective agreement. It was my opinion, and I expressed it clearly to the CAAT-A team, that their revised position, if one was being realistic, would never be acceptable to this employer or, for that matter, any other employer.

I met again with both parties. The CEC expressed its frustration that it did not know how to respond to the CAAT-A team's proposals as they refused to engage in meaningful discussions. It indicated that it felt incapable of responding to the CAAT-A team's revised position for two reasons. One, the number of proposals remaining was still unrealistic. The employer felt it would be bargaining with itself. Two, notwithstanding the reduction in the number of proposals, the essential and problematic issues in dispute had not changed

In my subsequent meeting with the CAAT-A team, I expressed my frustration and indicated, once again, that what was remaining on the table would not, ever, result in an agreement between the parties. I indicated to them that if they were serious about attempting to conclude a collective agreement, they were going about it the wrong way. I asked them, again, to put their minds to what their true priorities were. I told them that I was not looking for their final position, but that they had to determine what they really wanted. I stated that they could not have everything that they were looking for.

That afternoon, the CAAT-A team returned with a revised list of proposals. On an initial review, I considered there to have been sufficient movement on their part to require the parties to meet and to attempt to negotiate. It was my expectation that the parties would use the CAAT-A team's revised list of proposals as a jumping off point for fruitful discussions.

The revised list of union proposals appeared, on the surface, to be five proposals. However, on analysis, there were in fact 19 proposals. As before, the remaining proposals were designed to modify major elements of the collective agreement.

The parties met three more times. Following those meetings, the employer expressed to me that it felt that no progress had been made, and that the union was unprepared to modify what it had put on the table. I was provided, by the CEC, with a chart indicating what was remaining, comparing what was still on the table with the CAAT-A team's original proposals. The purpose of the chart, as I understood it, was to demonstrate that the initial major impediments to reaching agreement were still outstanding. That document was shared with the CAAT-A team.

I asked the CAAT-A team to respond to the document. At the same time, I indicated to both parties that I was at a point where I had to decide what the next steps, if any, should be in the mediation. To that end, I required the parties to send me what they considered to be a basis for a meeting of the minds. I indicated that I was not requesting a bottom line or final offer. What I

was looking for from the parties was an indication as to whether or not continued mediation would be fruitful.

I have considered the documents received from the parties. I have reviewed and analyzed them. I have concluded, albeit reluctantly, that I see no path to settlement with the current proposals from the CAAT-A team still outstanding.

At the outset of the mediation, it was apparent to me that the CAAT-A team's proposals were highly aspirational but not realistic. They represented what I have to characterize as the hopes and dreams of at least some of the bargaining unit and the CAAT-A team. But they were not, in my opinion, designed to result in successful negotiations. And, I believe, most if not all of the members of the CAAT-A team knew and understood that.

It is not my role, as mediator, to question the strategy of either party. Whatever the strategy of the CAAT-A team was or is, however, it is evident to me that the strategy is faulty if the true goal of the CAAT-A team is to achieve a renewal collective agreement through negotiations with the CEC.

I believe that an essential part of my role as mediator is to try to get the parties back to the bargaining table to “negotiate in good faith and make every reasonable effort to make a collective agreement or to renew the collective agreement”. [Section 4, *Colleges Collective Bargaining Act, 2008*]. To achieve that end, part of my role is to give each party a reality check. In doing so, part of my role is to indicate what I believe to be unreasonable, what I believe to be reasonable and, perhaps most importantly, what I believe to be unachievable. In providing that advice, it is generally the hope of the mediator that the result will be a retraction of those proposals, on either side, that pose major impediments to settlement.

I am not so naïve as to not understand that each party has its own agenda. Each party has what it considers to be its priorities, its “must haves”. Each party has its own hill to die on. Notwithstanding that, at some point, there has to be a realistic assessment of what is achievable and what is not. There must be an acceptance that certain goals are unattainable. In other words, at some point, reality has to trump idealism. It is my considered opinion that the CAAT-A team has yet, for whatever reasons, to reach that point.

In summary, in my view, the CAAT-A team has not engaged in meaningful bargaining with a view to concluding a collective agreement. In my preliminary, and subsequent meeting with the CAAT-A team, I believed I had clearly articulated that almost all that was being sought was unachievable either through direct negotiations with the employer or, if it came to that, in binding arbitration. I am still firmly of that opinion. Many of the CAAT-A team’s remaining

demands are highly aspirational and completely unrealistic. The CAAT-A team claims to recognize that fact but has showed no willingness to sufficiently moderate its demands to give me any hope that further mediation at this stage could result in a negotiated agreement.

I would be remiss if I did not, at this point, comment on at least some of the remaining proposals, either specifically or in a general way.

In my opinion, the proposed changes to article 11 (except 11.02 B 2) would offend and be contrary to *Bill 124*, even if the consequence is indirect. This is because there would be a reduction in the amount of work being performed for the same compensation and would require the employer to hire more people to do the required work, thus resulting in an increase beyond the 1% increase permitted legislatively to the total compensation envelope. The same rationale applies to the article 26.01 and the Classification Plan proposals.

With respect to the Intellectual Property (IP) proposals, I note that the proposals would result in unfettered and complete ownership of IP in college-directed work product to the faculty member. This is, in my opinion, a completely unrealizable goal. If there is an example elsewhere, I am not aware of it. It is a complete reversal from the current provision and may well be at odds with the *Copyright Act*.

The proposal regarding contracting out is, in no way a contracting out provision even though it is styled as such. It is rather, a reservation to the bargaining unit of all work that could potentially fall within the class definitions in the collective agreement. A consequence of the proposal would be to incorporate into this bargaining unit work currently performed in other bargaining units. By way of example, Student Success Advisors in the Support Staff unit would have their work removed to the Academic unit.

The CEC has proposed the inclusion of medical cannabis on certain terms. The CAAT-A team has further proposed the inclusion of dental implants in the benefit plan. I see merit with respect to both proposals. The caveat, however, is that the introduction of the new benefits need to fit within the *Bill 124* constraints. Accordingly, the parties will have to determine how they can be introduced.

I have reviewed the proposals regarding Equity, Diversity and Inclusion (EDI) of both parties. They do not appear to be far apart on the goals and aims they seek to achieve. I am aware that OPSEU has a specialized Equity Unit, with specific expertise in EDI, as well as employment equity. Both parties would be well served by bringing their expertise to bear in their efforts to finalize this issue.

I have given much consideration to the various proposals advanced by the CAAT-A team dealing with the issue of Indigeneity. They are found throughout their proposals and are a major pillar of their goals in this round of bargaining. I agree that these are issues that need to be addressed.

However, a collective agreement is an employment contract. It is not a social contract. What the bargaining team is seeking, through negotiating an employment contract, is to effect social and cultural change. Collective bargaining, which is designed to change an employment contract, is not the right forum to effect social and cultural change. The goal is laudatory and deserves to be pursued, but not in this forum.

This fundamental cultural and attitudinal shift transcends the traditional employment relationship. Further, this is an issue that goes beyond the interests of only this bargaining unit. What is required is a thoughtful, respectful and non-adversarial process. It needs to be collaborative if there is to be any meaningful change. It also needs to involve more than just faculty. It needs to be addressed systemwide with a process that seeks meaningful input from every employee of the College system.

To that end, I recommend a non-adversarial process to commence no later than the end of March, 2022. It should be led by an Indigenous facilitator who is to be agreed to by OPSEU and

the CEC as soon as possible. Representatives of OPSEU and the CEC are then to meet with the facilitator to determine the path forward, engaging all of the stakeholders, in order that the process can commence by the end of March. The parties are to share the costs of the facilitation.

In the circumstance, the mediation is at an end. I hope that this Report can be used by the parties to find a path to settlement. I am available, at any time, to further assist the parties.

Ottawa, the 28th day of October, 2021.



M. Brian Keller, mediator