

UNION Response to CEC M13 Proposal
FOR THE MODIFICATIONS TO THE COLLECTIVE AGREEMENT

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff

(the "Union")

And

The College Employer Council

The "Employer"

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

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

Unless otherwise stated, all changes to be effective October 1, 2024. It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement.

26.03 B

Union does not agree with CEC's Counterproposal

CEC Counterproposal

26.03 B The College shall endeavour to issue all contracts **at least one week** prior to the start of the contract **when feasible to do so**. The College shall, upon the initial hiring of a partial-load teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

Union Counterproposal

26.03 B **Unless exceptional circumstances arise,** ~~the~~ The College shall endeavour to issue all contracts **at least one week** prior to the start of the contract **when feasible to do so**. The College shall, upon the initial hiring of a partial-load teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

Union Rationale for Rejection and Counterproposal

This proposal provides stability and predictability for partial-load employees. There is nothing in this language that prevents the Colleges from issuing partial-load contracts with less than one week's notice in response to unpredictable or emergent situations. Currently, there are many situations where partial-load faculty begin work without a written contract and subsequently have their payroll delayed by weeks to months.

26.03 D

Union withdraws our proposal

{New}

~~**26.03 D** — **If the college fails to provide a contract in a timely manner, pursuant to 26.03 B, then the college shall compensate the partial load employee with a minimum of 1.5 times the weekly compensation outlined in that contract.**~~

26.09 Statutory and College Holidays

The Union withdraws our proposal

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	<p>Partial-load employees will receive regular pay if</p> <p>(i) the holiday occurs on a day the employee would have been scheduled to work, and</p> <p>(ii) the employee was in attendance the scheduled day of work, both before and after the holiday.</p>

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

26.10 D

Union does not agree with the CEC’s Proposal

CEC M11 Proposal

Amend 26.10 D

26.10 D In addition to maintaining a record of a partial-load employee’s job experience, the college shall keep a record of the courses that the employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity and the departments/schools where the partial-load employee has taught such courses. An employee may provide the college with evidence of courses that the employee has taught in a part-time, partial-load, or sessional capacity prior to December 20, 2017.

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 and the maximum number of teaching contact hours that they are prepared to teach (to a maximum of 12). **An employee hired as partial-load for the first time on or after [Date of Ratification] shall be eligible, once they have obtained 10 service credits calculated in accordance with 26.10 C, to register their interest pursuant to this Article.** 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.

Upon request, the College will make available to the Union, 4 weeks after April 30th in each year, a list of the partial-load employees who have registered in accordance with this article and the courses which the partial-load employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity.

Union Rationale for Rejection

This proposal suggests a two-tiering of the partial-load registry and erodes existing rights of partial-load faculty including seniority rights over courses. This proposal increases the precarity of an already precarious employee group.

Union maintains its proposal in U2

Union Original Proposal

26.10 D In addition to maintaining a record of a partial-load employee's job experience, the College shall keep a record of the courses that the employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity and the departments/schools where the partial-load employee has taught such courses. An employee may provide the college with evidence of courses that the employee has taught in a part-time, partial load, or sessional capacity prior to December 20, 2017.

~~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 and the maximum number of teaching contact hours that they are prepared to teach (to a maximum of 12). 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.~~

A newly hired partial-load employee shall be automatically enrolled in the partial-load registry. After a partial-load employee has been

registered, the registration will remain in effect until the partial-load employee modifies or withdraws their registration. Each partial-load employee shall have the right to modify the maximum number of teaching contact hours that they are prepared to teach (to a maximum of 12) on an annual basis on or before April 30 each year. The College will maintain and update the accumulated service credit for each partial-load employee on the registry. Effective October 1, 2024, all partial-load employees as defined in Article 26.10 E shall be automatically enrolled in the partial-load registry. If a partial-load employee meets the criteria set out in Article 26.10 E (i) and are not currently on the registry as of October 1, 2024, they shall have the opportunity to register by April 30, 2025.

Upon request, ~~the College will make available~~ **shall provide** to the Union, 4 weeks after April 30th in each year, a list of the partial-load employees who ~~have~~ **are** registered in accordance with this article and the courses which the partial-load employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity.

Union Rationale

This change provides stability to partial-load employees, and enables them to accomplish things like financial planning, securing loans, mortgages, etc. The Colleges have systems and resources in place to handle the automation of this function instead of placing the burden on individual precarious faculty. Locals request the registry list every year. It is therefore logical that the College simply provide it as matter of course. The registry as currently maintained is administratively complex for all parties. The proposed language simplifies the maintenance of the registry.

26.10 E

Union does not agree with CEC's Proposal

CEC M11 Proposal

26.10 E Subject to the application of Articles 2.02 and 27.06, commencing in the 2018-2019 academic year, where the school or department within a college determines that there is a need to hire a partial-load employee to teach a course ~~that has previously been taught by~~ that **a** registered partial-load employee **has taught within the last four (4) academic years in the department/school**, pursuant to 26.10 D ~~in the department/school~~, it shall give priority in hiring to such partial-load employee if:

- (i) They are currently employed, or if they have previously been employed as a partial-load employee for at least eight (8) months of service as defined in 26.10 C within the last four (4) academic years, and

- (ii) The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.

Where a school or department determines that there is a need to assign a course on a partial-load basis and a partial-load employee has priority over such course, the school or department shall offer such employee the maximum number of teaching contact hours from amongst the courses for which they have priority but not exceeding the number of teaching contact hours that the partial load employee has indicated their preparedness to teach. Where the assignment of one or more courses is cancelled the school or department shall not be required to reassign or redistribute courses.

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

Where two (2) or more partial-load employees would be entitled to be offered the course assignment, the employee with the most service will be offered the first opportunity.

The College shall not circumvent the priority established pursuant to this article by assigning a new course code or name to a course unless there has been a major revision of the course or curriculum.

Union Rationale for Rejection

Same as 26.10 D. This proposal suggests a two-tiering of the partial-load registry and erodes existing rights of partial-load faculty including seniority rights over courses. This proposal increases the precarity of an already precarious employee group.

Union maintains its proposal in U2

Union Original Proposal

26.10 E Subject to the application of Articles 2.02, **2.04 A** and 27.06 commencing in the 2018-2019 academic year, where the school or department within a college determines that there is a need to hire a partial-load employee to teach a course that has previously been taught by that registered partial-load employee, pursuant to 26.10 D in the department/school, it shall give priority in hiring to such partial-load employee if:

- (i) They are currently employed, or if they have previously been employed as a partial-load employee for at least eight (8) months of service as defined in 26.10 C within the last four (4) academic years, and
- (ii) The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.

Where a school or department determines that there is a need to assign a course on a partial-load basis and a partial-load employee has priority over such a course, the

school or department shall offer such employee the maximum number of teaching contact hours from amongst the courses for which they have priority but not exceeding the number of teaching contact hours that the partial load employee has indicated their preparedness to teach. Where ~~the assignment of one or more course sections~~ is cancelled the school or department shall ~~not~~ be required to reassign or redistribute courses **in accordance with 26.10 E**. The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment ~~to warrant the assignment being offered~~. Where two (2) or more partial-load employees would be entitled to be offered ~~the a~~ course assignment, the employee with the most service will be offered the first opportunity. The College shall not circumvent the priority established pursuant to this article by assigning a new course code or name to a course unless there has been a major revision of the course or curriculum.

Union Rationale

Seniority rights are a core principle in unionized workplaces. This change reinforces the need to respect the seniority rights of members when loading courses. This also provides stability and job security to partial-load faculty, and enables them to accomplish things like financial planning, securing loans, mortgages, etc.

26.10 F

Union does not agree with CEC's Proposal

CEC M11 Proposal

NEW Article 26.10 F

26.10 F **A partial-load employee's priority in hiring, as provided for in article 26.01 E, shall cease to apply:**

- (i)** **where the partial-load employee refuses all offers of partial-load assignment in an academic year; or**
- (ii)** **where the partial-load employee is released or resigns pursuant to article 26.10 A.**

However, the employee will be eligible to register for priority, in accordance with 26.10 D, when they are next hired as a partial-load employee by the College.

Union Rationale for Rejection

This CEC concession proposal would erode seniority rights for partial-load faculty on temporary leave.

The Union maintains its proposal in U2

Union Original Proposal

[New]

26.10 F **Where the College knows through regular course offering cycles and schedules that it will be offering courses regularly taught by a partial-load employee in two or more subsequent semesters, the College shall, prior to the start of the fall semester, offer the partial-load employee entitled to those courses a single contract covering the subsequent semesters, in keeping with the registry language as prescribed in article 26.10 D.**

[Renumbered subsequent]

Union Rationale

Employment stability is a quality-of-life issue. See rationales for 26.10 D and 26.10 E.

[New]

26.02 C

Union does not agree with CEC's Counterproposal

CEC Counterproposal

[NEW]

26.02 C **Where a partial-load employee is assigned a course in a Multi-Modal Flexible Mode of Delivery, as defined in 11.01 B 3, the hourly rate paid in relation to that course shall be at one step level above the applicable hourly rate calculated in accordance with 26.02 A.**

Union Rationale for Rejection

The union does not agree with the CEC's definition of Multi-Modal Flexible Mode of Delivery. This definition is incongruent with the actual work occurring in our classrooms across the province. The union does not agree with the "package" approach taken by the CEC.

The Union maintains its proposal in U2

Union Original Proposal

[New]

26.11 **Partial-Load Workload**

- 26.11 A** **Each partial-load employee shall have a workload that adheres to the provisions of Article 11.01 as set out in Article 26.11 F and calculated to be no more than 70% of a full-time workload.**
- 26.11 B** **When issuing a partial-load work assignment, the College shall provide the partial-load employee a partial-load Assignment calculator (PLAC) which shall be reflected on employment contracts.**
- 26.11 C** **The workload calculation shall follow the same format as prescribed in Appendix VII PLAC.**
- 26.11 D** **Total workload assigned and attributed by the College to a partial-load employee shall respect the provisions set out in Article 26.10 E (ii).**
- 26.11 E** **The workload calculation on a PLAC shall consider all the factors listed in Article 11.01 B 1. 26.11 F The PLAC shall use the same criteria as set out in Articles 11.01 A, 11.01 B2, 11.01 C, 11.01 D 1, 11.01 D 3 (notwithstanding 26.10 E), 11.01 E 1, 11.01 E 2, and 11.01 E 3.**
- 26.11 F** **The PLAC shall use the same criteria as set out in Articles 11.01 A, 11.01 B12, 11.01 C, 11.01 D 1, 11.01 D 3 (notwithstanding 26.10 E), 11.01 E 1, 11.01 E2 and 11.01 E 3.**
- 26.11 G** **The PLAC shall cover the entirety of the period of time the partial-load employee is expected to work, including, but not limited to, exam proctoring outside of the standard semester length for the program(s) in which they are hired to teach. Such work will be paid at the same rate of pay throughout the duration of the period covered by the PLAC, as per the salary calculation provided to the partial-load employee.**

(Appendix VII Partial Load Assignment Calculator remains)

Union Rationale

This language provides a mechanism to document and place reasonable limits on the workload of partial-load faculty as is supported by the Workload Taskforce Report. Workload Taskforce Recommendation 5 speaks to the need for tracking and recording partial-load workload. The full scope of workload is not presently being captured by the current system as identified in the Workload Taskforce Report. The CEC's counterproposal for a new 26.02 C does not address the core issue outlined by the neutral chair in their recommendations in the Workload Taskforce Report. The union has listened to the CEC's concerns and is open to receiving a proposal from the CEC that addresses the full scope of core issues identified by members in their demands and in the Workload Taskforce Report. This issue must be properly addressed in this round of bargaining as intended by Arbitrator Kaplan in their award.

26.11 H

The parties agree

26.11 H **The partial-load employee may be reimbursed for costs associated with professional development, as approved by their supervisor or other body established by the College to deal with allocating resources made available for this purpose.**

26.11 I

Union maintains its proposal in U2

Union Original Proposal

26.11 I **All partial-load employees shall be paid \$80.00 per hour for all mandatory training required as a condition of employment, including but not limited to WHMIS, LMS training, college orientation, etc.**

Union Rationale

There needs to be a transparent and consistent practice outlined in the collective agreement that properly addresses the process for compensation of partial-load faculty to complete mandatory training. The current system of informal practices is inconsistent and inequitable.