



**Document U-04**

**August 23, 2017**

## **UNION PROPOSALS**

### **Comprehensive Offer for Settlement**

**Without prejudice this offer is valid until 12:00 p.m. August 24th 2017**

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, Classification Plans), with the exception of the following modifications, as well as modifications contained in forthcoming proposals;

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, 2017.

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

**MEMORANDUM OF SETTLEMENT**

("The Agreement")

**College Employer Council (the Council)**  
(For Colleges of Applied Arts and Technology)

("the Employer")

- and -

**Ontario Public Service Employee's Union**  
(For Academic Employees)

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Academic Employees Collective Agreement as amended by all items agreed to in bargaining. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit. The ratification process will be completed by both parties on or before \_\_\_\_\_, unless agreed otherwise.
2. The renewal of the Academic Employees Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 30<sup>st</sup> day of September 2020.
3. The parties agree to meet to determine additions and/or deletions to the arbitrators in Article 32.03 B and agree that the list will be no less than twenty (20) names and will include Francophone arbitrators. It is understood that the list will be finalized by October 31, 2017,
4. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective October 1, 2017.
6. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary.
7. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
8. All issues in dispute are hereby withdrawn

Dated at Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

For the Union:

For the Employer:

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**Article 2  
STAFFING**

*See Article 28 –  
Complement and  
Employment Stability*

**[NEW and renumber subsequent]  
Faculty Complement**

**2.01 A Faculty complement is calculated as the sum of**

- i) the number of faculty (professor, instructor, counsellor, and librarian) positions currently filled by full-time members, and**
- ii) the number of 3 hour credit courses (or equivalent) assigned to contract faculty, divided by 5**

*This simplifies the process for determining the appropriate staffing at the Colleges.*

**as of the effective date of this Collective Agreement.**

**“Contract faculty” is defined as the hiring of, or the person who is hired on a contract, to work on a part-time, partial-load, or sessional basis.**

**2.01 B The Employer shall maintain a minimum of 70% full-time faculty complement and shall fill, with another full-time employee within six (6) months all vacancies that arise as a result of the resignation, retirement, dismissal, administrative appointment, death, or other vacating of a position, by a full-time member.**

*Establishes a minimum ratio of full-time faculty and ensures stability. This is also in keeping with similar language at other colleges in Canada.*

**2.01 C Positions which are temporarily vacant as a result of lay-offs during a period of financial exigency as provided for in article 27.05 may be eliminated only after the end of the recall period as defined in article 27.09 B, C, and D.**

*The Union recognizes that Colleges may experience periods of financial difficulty.*

**Reclassification**

**2.02 A The Colleges shall not reclassify instructors as technologists and shall not fill instructor positions that become vacant with technologists.**

*Protects faculty work.*

**Contract Positions**

**2.03 A** The College will give preference to the designation of full-time positions as regular rather than ~~partial-load teaching contract~~ positions, as defined in ~~Article 26~~ **Article 2.01 A**, ~~Partial-Load Employees~~, subject to operational requirements as **related to** the quality of the programs, ~~their economic viability~~, attainment of the program objectives, the need for special qualifications and the

*Improves language for hiring full-time faculty and prevents Colleges from abusing contract positions.*

market acceptability of the programs to employers, students, and the community. **The College will not abuse the usage of contract appointments by failing to fill ongoing positions as soon as is possible, subject to operational requirements related to the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.**

**2.03 B**

The College will not abuse the usage of sessional appointments by combining ~~sessional with partial-load~~ sessional service with **part-time and/or** partial-load service, thereby maintaining an employment relationship with **between the employee and** the College ~~in order to circumvent~~ **and thereby circumventing** the completion of the minimum 12 months sessional employment in a 24 month period.

*Improves conversion of contract into full-time positions.*

**2.03 C**

If the College continues a position beyond one full academic year of staffing the position with sessional **contract** appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a full-time member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.

*Improves conversion of contract into full-time positions.*

**No Contracting Out**

**2.04**

**No college program or academic service shall be delivered in or from Ontario, in whole or in part, by any other party, including subsidiaries of a college.**

*Prevents outsourcing of faculty work.*

**Article 7**  
**COLLEGIAL GOVERNANCE**

**Academic Senate**

*Mandates that each college have an Academic Senate, and defines the Senate.*

- 7.01 A** Each Ontario College of Applied Arts and Technology shall have a legally constituted Academic Senate.
- 7.01 B** The Senate in each College of Applied Arts and Technology is responsible for the academic direction, academic policies and related academic decision-making of the institution. Subject to the authority of the Board of Governors, the Senate has broad powers that include the regulation of standards for admission, establishment of the requirements for graduation, approval of the academic calendar, provision of a venue for quality assurance, academic policies and related decision-making, and recommendations to the Board on any matter referred to it by the Board.

**Senate Responsibilities**

- 7.02** The Academic Senate is responsible for initiating, debating, and making decisions related to academic direction, policies, and the quality of academic programming. Without limiting the foregoing, the Senate shall have the following powers and duties to:
- i.** approve all college academic policies;
  - ii.** provide academic direction to the college;
  - iii.** approve requirements for admission, content, graduation requirements and standards for all programs of study offered at the college;
  - iv.** approve the yearly academic calendar
  - v.** provide a venue for constructive and collegial debate focused on teaching and learning, quality assurance, curriculum, creativity and innovation, research, and the strategic academic direction of the college;
  - vi.** establish such committees as deemed necessary to aid in the operation of the Senate; and
  - vii.** make rules for the conduct of its affairs, through associated procedures.

*Specifies the Senate functions and responsibilities.*

**Advisory Duties**

- 7.03** The Academic Senate must advise the Board of Governors, and the Board of Governors must seek the advice of the Senate, prior to Board decisions regarding the following:
- i.** adoption and/or amendment of the Senate Terms of Reference;
  - ii.** the academic mission, goals, objectives, strategies and priorities of the college;
  - iii.** review and endorsement of programs of study that are offered by the college and the requirements of those programs;

*Specifies how the Senate advises the Board of Governors, and provides balance for academic decision-making.*

- iv. **consideration of and provision of input to long-range academic strategy**
- v. **criteria for the appointment of the President and Vice President Academic**
- vi. **any other matters as specified by the Board**

## **Senate Membership**

**7.04 A The senate shall be composed of four classes of members:**

- i. **Faculty Senators**
- ii. **Student Senators**
- iii. **Ex-officio Senators**
- iv. **Non-Voting Members**

*Defines the membership groups that make up the Senate and the proportion of each in relation to faculty senators. Ensures a 2/3 majority of faculty senators.*

**7.04 B Faculty Senators**

**The number of Faculty Senators shall be at least equal to 8% of the total full-time faculty complement, with 15 Faculty Senators being the minimum required number. The number of Faculty Senators will be no less than 2/3 of the total number of voting Senate members.**

**7.04 C Non-Faculty Senators**

**The number of non-faculty voting Senate members will be no more than 1/3 of the total number of voting Senate members.**

**7.04 D Student Senators**

**The number of student Senators shall be no less than 20% of the total number of non-faculty voting Senate members.**

**7.04 E Ex-officio voting Senators shall include:**

- i. **the President,**
- ii. **the Vice President Academic,**
- iii. **the Local Union President**
- iv. **additional appointments from Administration as required to constitute 1/3 of non-Faculty Senators**

**7.04 F Non-voting Senate members will be appointed from senior Administration. The number of non-voting Senate members cannot be more than 1/3 of the total number of Ex-officio voting senators.**

## **Local Academic Councils**

**7.05 Each Academic Area in the college shall have a Local Academic Council (LAC) that is responsible for the academic governance of that Area. LACs operate under delegated authority from Senate. Each LAC will provide guidance and advice to Senate, Administration, or the Board of Governors**

*Each academic area in the college will have its own Local Academic Council (LAC) through which they will govern their own academic*

**on various matters as requested from time to time.**

*affairs. The LAC will also have a 2/3 faculty majority, and reports to the Senate.*

- i. LACs will adhere to the principles of two-thirds of voting membership being Faculty Members and that LAC and Committee chairs are elected from the entire membership of the LAC or Committee.**
- ii. Each LAC will draft its own Terms of Reference to meet the needs of its Area. However, in general, where appropriate and feasible, the Terms of Reference and procedures of LACs shall parallel those of Senate.**
- iii. Each LAC shall have a general meeting at least once each semester.**
- iv. Each LAC shall present an annual report to Senate.**

### **Attributed Hours for Senate Work**

**7.06 Faculty who participate in Senate will receive additional attributed hours, as described in 11.01 G2, for each semester in which they are involved in the following activities:**

*Specifies the SWF time faculty receive for Senate and LAC membership.*

- i. Elected Faculty Senator – 4 hours/wk.**
- ii. Local Academic Council Member – 1 hour/wk.**
- iii. Senate Executive Committee – 1 hour/wk in addition to time allotted for (i) and (ii) above.**

### **Senate Terms of Reference**

**7.07 The Academic Senate at each college shall have terms of reference approved by the College Board of Governors. The terms of reference shall adhere to all provisions of this article and shall be modeled after the Sheridan College Senate Terms of Reference. The Senate Terms of Reference shall address the following items:**

*Ensures that each college Senate will have comprehensive terms of reference, and will follow the existing and successful model of the Sheridan Senate.*

- i. Terms and Elections of Senate Members**
- ii. Responsibilities of Senators**
- iii. Duties and Election of Senate Officers**
- iv. Composition, Election, and Responsibilities of the Senate Executive Committee**
- v. Frequency, Structure, and Procedures of Senate Meetings**
- vi. Composition, Election, and Procedures of Senate Committees**
- vii. Senate Vacancies**
- viii. Amending Senate Terms of Reference**

## **Article 11 WORKLOAD**

**11.01 A 1** Each teacher, **professor, instructor, counsellor and librarian** shall have a workload that adheres to the provisions of this Article.

*Specifies all faculty are covered by Article 11.*

### **New**

**11.01 A 2** All work that is performed by a professor or instructor, during teaching periods, for the College shall be recorded on the Standard Workload Form (SWF). This work includes but is not limited to teaching, research, curriculum development and revision, attending College promotional and marketing events, attending meetings, coordinating, supervising student projects and work, program reviews and reports, participation in committees, and mentoring faculty.

*All faculty work should be assigned and recorded on the SWF during teaching periods to reduce volunteerism and accurately represent all of the work that faculty do. Hidden voluntary work allows the Colleges to have fewer full-time faculty than what is actually required.*

**11.01 B 1** Total workload assigned and attributed by the College to a professor or instructor **past the probationary period** shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for teachers **professors or instructor** post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teachers **professors or instructor past the probationary period** not in post-secondary programs.

*Strengthens protections for probationary faculty.*

**For probationary professors or teachers, total workload assigned and attributed by the College shall not exceed 42 hours in any week for up to 36 weeks in post-secondary programs and for up to 38 weeks for those not in post-secondary programs.**

*This cap of 42 hours already exists at Niagara College.*

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
- (ii) attributed hours for preparation
- (iii) attributed hours for evaluation and feedback
- (iv) attributed hours for complementary functions

*Expands the factors which are to be considered by WMG in the case of workload complaints, and includes Counsellor and Librarian workloads.*

**(iv) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);**

**(v) level of teaching and experience of the faculty member**



- and availability of professional and technical support and other resource assistance;**
- (vi) size and amenity of classroom, laboratory or other teaching/learning facility;**
  - (vii) numbers of students in class;**
  - (viii) instructional modes, including requirements for alternate delivery;**
  - (ix) availability of time for the faculty member's professional development;**
  - (x) previously assigned schedules;**
  - (xi) lead time for preparation of new and/or changed schedules;**
  - (xii) availability of current curriculum;**
  - (xiii) students with special-needs accommodations;**
  - (xiv) students whose first language is not the language of instruction;**
  - (xv) introduction of new technology;**
  - (xvi) the timetabling of workload, including changes to the length of the course;**
  - (xvii) level of complexity and rate of change in curriculum;**
  - (xviii) requirements for research;**
  - (xix) required translation of materials;**
  - (xx) mentoring of faculty;**
  - (xxi) nature of professional services provided including, psychological counselling, vocational or career counselling, educational counselling, or accommodation services;**
  - (xxii) time required to develop or review a workshop or therapeutic group;**
  - (xxiii) availability of current workshop or therapeutic group material;**

**(xxiv) level of clerical support in preparing files, workshop material, publicity, and other related tasks associated to assigned activities**

**11.01 B 2** A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. **Teaching contact hours shall correspond exactly to the number of hours in the program of instruction.**

*This ensures all hours of instruction are accounted for on the SWF.*

**11.01 B 3** **A counselling contact hour includes client appointments, groups, workshops, hallway events, classroom presentations, consultation meetings and providing training.**

*Defines and standardizes contact hour for*

**11.01 C 1** Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes.

*Counsellors.*

The voluntary extension of the teaching contact 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.

*No change to language, this reflects new numbering.*

**11.01 C 2** **For counsellors, new client contact hours will be adjusted as deemed appropriate by the counsellor in order to allow time for the scheduling of follow-up appointments for students in their caseload. "New client contact" is a client they are seeing for the first time.**

*Allows for adequate follow-up with students.*

**11.01 D 1** Weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:

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TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION	
<b>Online</b>		<b>1 :1.60</b>
<b>Hybrid/Blended</b>		<b>1 :1.35</b>
New		1 : 1.10
Established A		1 : 0.85
Established B		1 : 0.60
Repeat A		1 : 0.45
Repeat B		1 : 0.35

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*Provides adequate preparation time for online or hybrid/blended courses.*

Special A	as indicated below
Special B	as indicated below

**11.01 D 2** No more than four different course preparations shall be assigned to a teacher in a given week except by voluntary agreement ~~which shall not be unreasonably withheld.~~

*Simplifies the language and enhances understanding.*

**11.01 D 3 For purposes of the formula:**

**(i) "Online" refers to a section of a course which the professor delivers entirely online or through e-learning (i.e., there is no face-to-face instruction of students).**

*Defines "Online" and "Hybrid/Blended" course delivery.*

**(ii) "Hybrid/Blended" refers to a section of a course which the professor delivers partly through face-to-face instruction and partly through other means.**

**(iii)** "New" refers to the first section of a course which the teacher is

- teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a ~~Partial-Load, Sessional or Part-time~~ **contract or sessional** employee **member**, nor to courses designated as "Special" as defined below); or

- teaching for the first time since a major revision of the course or curriculum has been approved by the College.

**(iv)** "Established A" refers to the first section of a course which the teacher has previously taught but not within the previous three academic years.

**(v)** "Established B" refers to the first section of a course which the teacher has taught within the previous three academic years.

**(vi)** Where a non-language course is to be taught in more than one language the first section taught in a second language shall be regarded as "New" or "Established".

**(vii)** "Repeat A" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established", but to students in a different program or year of study.

**(viii)** "Repeat B" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established" or "Repeat A" to students in the same program and year of study.

**(ix)** "Special A" refers to sections of courses in which students may enter on a continuous intake basis or courses which have been organized into individualized self-learning packages.

The first section of a "Special A" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special A" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special A" course attract the numerical value in "Repeat A" (1:0.45).

**(x)** "Special B" refers to preparation for sections of a course in which the objectives describe the students' application of knowledge in actual work settings.

The first section of a "Special B" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special B" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special B" course attract the numerical value in "Repeat B" (1:0.35).

Additional time necessary to arrange and prepare for student placement in such learning situations shall be attributed on an hour for hour basis and recorded on the Standard Workload Form (SWF), as referred to in 11.02.

**(xi)** Hours for curriculum review or course development assigned to a teacher 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.

**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:

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

Essay or project <b>1:0.040 per student</b>	Routine or Assisted 1:0.015 per student	In-Process 1:0.0092 per student
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*Updates EP factor to reflect the current realities of faculty workload.*

**11.01 E 4** The number of students in a course or section shall be determined initially by the College's planning estimates and recorded on the SWF as provided for in 11.02.

*Allows for standard audit*

The number of students in a course or section shall be reviewed after the enrolment audit dates **as set by the Ministry** and not later than the completion of the course or section or, at the request of the teacher, following the last day for withdrawal of registration by the student(s), and revised where appropriate.

*dates across the system, which reduces confusion for all involved.*

The number of students in a continuous intake program, course or section shall be reviewed every three months at the request of either the College or the teacher and determined as the weighted average of the number of students formally registered over the duration of the program, course or section. The weighted average shall be calculated by summing the number of formally registered students in each week of the program, course or section and then dividing the sum by the number of weeks in the duration of the program, course or section.

### **11.01 E 5 Daily counselling contact hours shall not exceed 5 hours.**

*Ensures appropriate Counselling workload, reflects common practice in most Colleges. Increases time available for out of class assistance and normal administrative tasks.*

**11.01 F 1** Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of ~~six~~ **eight (8)** hours of the 44 hour maximum weekly total workload shall be attributed as follows:

**five (5)** hours for routine out-of-class assistance to individual students **three (3)** hours for normal administrative tasks **not including scheduled meetings.**

The teacher shall inform his/her students of availability for out-of-class assistance in keeping with the academic needs of students.

**11.01 F 2** The attribution of **five (5)** hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in his/her total course load. When a teacher ~~who~~ has more than 260 students in his/her total course load ~~considers that he/she will not have sufficient time to provide appropriate levels of out-of-class assistance,~~ the **supervisor** ~~teacher will~~ **shall** discuss the issue with ~~the~~ his/her supervisor **teacher**. Possible means of alleviating the concern should be considered **provided by the college** such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.

*Clarifies that faculty are entitled to additional assistance or hours attributed in the case of being assigned more than 260 students.*

**New 11.01 G2 Additional complementary hours for out-of-class assistance shall be attributed where a teacher has students who require accommodations. The attribution of these hours shall be consistent with the following formula:**

**Students Requiring Accommodations Additional Complementary Hours**

**6 to 10**

**1 Hour**

**11 to 15**

**2 Hours**

**16 and above**

**3 Hours**

*Increases in students who require accommodations result in significant increases in the time that faculty members need to appropriately assist them.*

**For the purposes of this formula, a student requiring accommodations who is enrolled in more than one section on a teacher's SWF shall be counted separately for each section.**

**11.01 G 23** Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.

**11.01 H 4** The employee may **shall** be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.

*Clarifies the language*

**11.01 I** Teaching contact hours for a teacher in post-secondary programs shall not exceed 18 in any week. Teaching contact hours for a teacher not in post-secondary programs shall not exceed 20 in any week. **Counsellor and Librarian contact hours shall not exceed 25 in any week.**

*Establishes the maximum number of contact hours per week for Counsellors and Librarians.*

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

*Includes Counsellors and Librarians for compensation of overtime.*

**11.01 J 2 Compensation for overtime will be paid by the college to the faculty member as follows:**

*Formula for Counsellors and Librarians is based on established one for teachers.*

- i. **In respect of teachers** such teaching contact hour agreed to in excess of the respective weekly teaching contact hour maximum shall be compensated at the rate of 0.1% of annual regular salary. Such workload hours agreed to in excess of the 44 hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary. Such overtime payments shall be for the greater amount but shall not be pyramided.
- ii. **In respect of counsellors and librarians such workload hours agreed to in excess of the 35 hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary.**

**11.01 J 3** All such voluntary overtime agreements, ~~which shall not be unreasonably withheld,~~ shall be set out in writing on the SWF for that period by the College and filed with the teacher and the Union Local within ten days.

*Clarifies the language.*

**11.01 J 4** Probationary teachers shall not be assigned teaching contact hours or total workload hours in excess of **42 hours** ~~the maxima~~ under any circumstances.

*Enables a successful transition into the role of full-time faculty member for new faculty.*

**11.01 K 2** Weekly contact hours assigned to a teacher, **counsellor, or librarian**, by the College may be scheduled into fewer than five contact days and such compressed schedule shall be deemed to be five contact days.

*Creates consistency among faculty.*

**11.01 L 2** ~~Every effort shall be made to ensure that w~~ Work will **shall** not be assigned to begin less than 12 hours after the end of the previous day's work assignment.

*Clarifies the language.*

**11.01 L 3** ~~A teacher shall not normally be assigned work on calendar Saturdays or Sundays. Where a teacher, counsellor, or librarian voluntarily agrees a teacher is assigned to work on a Saturday or Sunday, the teacher they shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed.~~ **A teacher, counsellor, or librarian** shall not normally be assigned work on calendar Saturdays or Sundays. Where **a teacher, counsellor, or librarian voluntarily agrees** a teacher is assigned to work on a Saturday or Sunday, **they** shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed.

*Creates consistency among faculty.*

~~**11.01 L 4** A teacher, may agree in writing to waive the premium credits provided for in 11.01 L 3 for a specified period of time.~~

**11.01 M** Where a Union Local and a College agree in writing on terms governing workload assignments at the College, such agreements shall be binding on the College, the Union Local and the **teacher, counsellor, or librarian** teachers, and timetables shall be established in accordance with such local agreements.

*Makes workload assignments consistent among faculty.*

**11.02 A 1 (a)** **In respect of teachers, a SWF only shall govern the workload. In respect of counsellors and librarians, a written workload agreement only shall govern the workload.** Prior to the establishment of a total workload for any teacher, and the supervisor shall discuss the proposed workload with the **faculty member**:

*Creates written workload for Counsellors and Librarians.*

- i. **for teachers, the supervisor shall** complete the SWF, attached as Appendix I, to be provided by the College.
- ii. **for counsellors and librarians, the supervisor shall complete a written workload agreement that respects the provisions of this article.**

The supervisor shall give a copy to the teacher ~~teacher~~ **faculty member** not later than six weeks prior to the beginning of the period covered by the timetable excluding holidays and vacations. It is

recognized that if the SWF **or workload agreement** is subsequently revised by the College, it will not be done without prior consultation with the ~~teacher~~ **faculty member**.

**(b)** The College may, where a change in circumstances requires it, amend assignments provided to a teacher, **counsellor or librarian** after the original assignment, subject to the ~~teacher's~~ **faculty member's** right to refer any matter to the College Workload Monitoring Group (WVG) referred to in 11.02 B 1 and if necessary, the Workload Resolution Arbitrator (WRA) referred to in 11.02 E 1 and appointed under 11.02 F 1.

*Creates consistency among faculty.*

**11.02 A 2** The SWF **or workload agreement** shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size, attributed hours, contact days, language of instruction and complementary functions.

*Includes the workload agreement for Counsellors and Librarians.*

**11.02 A 3** Following receipt of the SWF **or workload agreement**, the ~~teacher~~ **faculty member** shall indicate in writing on the SWF **or workload agreement** whether **they are** in agreement with the total workload. If not in agreement the ~~teacher~~ **faculty member** and the supervisor may add such other comments as is considered appropriate and may indicate in writing that the workload should be reviewed by the College WVG.

*Provides access to WVG for Counsellors and Librarians.*

**11.02 A 4** In the event that the ~~teacher~~ **faculty member** is not in agreement with the total workload and wishes it to be reviewed by the WVG, the ~~teacher~~ **faculty member** must so indicate in writing to the supervisor within five working days following the date of receipt of the SWF **or written workload agreement**. The completed SWF **or written workload agreement** will be forwarded by the supervisor to the WVG within three working days from date of receipt from the teacher with a copy to be given to the teacher. Absent such indication, the ~~teacher~~ **faculty member** shall be considered to be in agreement with the total workload.

*Creates consistency among faculty.*

#### **11.02 A 5**

- a) The timetable shall set out the schedule and location of assigned workload hours reported on the SWF, on a Timetable Form to be provided by the College, and a copy shall be given to the teacher no less than two weeks prior to the beginning of the period covered by the timetable, which shall be the same period as that covered by the SWF.
- b) **For counsellors and librarians, a weekly schedule will be established based on the direct contact hours set out in the written workload agreement.**

*Clarifies the weekly schedule for Counsellors and Librarians.*

#### **11.02 A 6**

**(a)** In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, or 11.09, a ~~teacher~~ **the faculty member** shall discuss such difference as a complaint with **their** ~~the teacher's~~ immediate supervisor.

*Creates consistency among faculty.*

The discussion shall take place within 14 days after the circumstances



giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the ~~teacher~~ **faculty member** in order to give the immediate supervisor an opportunity ~~to~~ **of** ~~adjusting~~ **resolve** the complaint. The discussion shall be between the ~~teacher~~ **the faculty member** and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the ~~teacher~~ **faculty member**.

Failing settlement of such a complaint, a ~~teacher~~ **faculty member** may refer the complaint, in writing, to the WMG within seven days of receipt of the immediate supervisor's reply. The complaint shall then follow the procedures outlined in 11.02 B through 11.02 F.

*Creates consistency among faculty.*

**11.02 C 1** The functions of the WMG shall include:

- (i) reviewing workload assignments in general at the College and resolving apparent inequitable assignments;
- (ii) reviewing specific disputes pursuant to 11.02 A 4 and/or 11.02 A 6 (a) and where possible resolving such disputes;
- (iii) making recommendations to the College on the operation of workload assignments at the College;
- (iv) reviewing individual workload assignments where requested by the ~~teacher~~ **faculty member** or the Union Local and, where possible, resolving the disputes;

*Fully accounts for all factors that may impact the workload. Includes new factors for Counsellors and Librarians.*

**11.02 C 2** The WMG shall in its consideration have regard to such variables affecting assignments as:

- (i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);
- (ii) level of teaching and experience of the ~~teacher~~ **faculty member** and availability of **professional and** technical support and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;
- (iv) numbers of students in class;
- (v) instructional modes, including requirements for alternate delivery;
- (vi) availability of time for the **faculty member**~~teacher's~~ professional development;
- (vii) previously assigned schedules;
- (viii) lead time for preparation of new and/or changed schedules;
- (ix) availability of current curriculum;
- (x) students with special-needs **accommodations**;

- (xi) **students whose first language is not the language of instruction;**
- (xii) introduction of new technology;
- (xiii) the timetabling of workload, including changes to the length of the course;
- (xiv) level of complexity and rate of change in curriculum;**
- (xv) requirements for **applied** research;
- (xvi) required translation of materials;
- (xvii) mentoring of faculty;**
- (xviii) nature of professional services provided including, psychological counselling, vocational or career counselling, educational counselling, or accommodation services;**
- (xix) time required to develop or review a workshop or therapeutic group;**
- (xx) availability of current workshop or therapeutic group material;**
- (xxi) level of clerical support in preparing files, workshop material, publicity, and other related tasks associated to assigned activities.**

**11.02 D 2** The WMG shall have access to all completed SWFs, **written workload agreements**, and timetables, and such other relevant workload data as it requires to review workload complaints at the College.

*Creates consistency among faculty.*

**11.02 D 3** The WMG or any member of it may require the presence of the supervisor and/or the **faculty member** teacher before it to assist it in carrying out its responsibilities.

**11.02 D 4** Any decision made by a majority of the WMG with respect to an individual workload assignment shall be in writing and shall be communicated by the College to the **faculty member** teacher, the supervisor, the senior academic officer at the College and the Union Local President as soon as possible after the decision is arrived at.

**11.02 D 5** Such decision shall be binding on the College, the Union Local and the **faculty member** teacher involved.

**11.02 E 1** If following a review by the WMG of an individual workload assignment which has been forwarded to the WMG, the matter is

not resolved, the **faculty member** teacher shall be so advised in writing. The matter may then be referred by the **faculty member** teacher to a WRA provided under the agreement. Failing notification by the WMG within three weeks of the referral of the workload assignment to the WMG, the **faculty member** teacher may refer the matter to the WRA.

**11.02 E 2** If the **faculty member** teacher does not refer an assignment to the WRA within one week of the receipt by the **faculty member** teacher of notification by the WMG that it has been unable to settle the matter, the matter will be considered to have been settled.

**11.02 F 5** A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, that the WRA shall discuss the matter with the **faculty member** teacher, their teacher's supervisor, and whomever else the WRA considers appropriate. **Due to the informality of this procedure, the parties agree no legal representation for either the College or the Union Local shall be permitted to attend.**

*Affirms informality of the WRA.*

**11.02 F 6** A WRA shall, following the informal discussions referred to above, issue a written award to the College and the Union Local and to the **faculty member** teacher, resolving the matter. Such award shall be issued by the WRA within ten working days of the informal discussion. The award shall only have application to the **faculty member** teacher affected by the matter and shall have no application beyond the end of a twelve-month period from the date of the beginning of the workload assignment.

*Creates consistency among faculty.*

**11.02 F 8** The award of the WRA shall be final and binding on the parties and the **faculty member** teacher, and shall have the same force and effect as a Board of Arbitration under Article 32, Grievance and Arbitration Procedures.

*Creates consistency among faculty.*

**11.02 F 11** Where a referral is made to the WMG or the WRA by more than one **faculty member** teacher, references in the article to "**faculty member** teacher" shall be read as "**faculty members** teachers".

*Creates consistency among faculty.*

**11.02 F 12** References to "teacher" in this Article include "**professor**" and "instructor" ~~but do not include partial-load teachers~~ **unless otherwise stated.**

*Clarifies the language.*

**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 September 1 to the following June 30. The academic year shall in any event permit year-round operation and where a College

*Creates consistency among faculty.*

determines the needs of any **service or** program otherwise, then the scheduling of a **faculty member**-teacher in one or both of the months of July and August shall be on a consent or rotational basis.

- 11.05** The parties agree that no College shall circumvent the provision of this Article by arranging for unreasonable teaching loads **workloads** on the part of persons who are excluded from or not included in the academic bargaining unit.

*Creates consistency among faculty.*

- 11.06** During the period of assigned workload, teachers shall not take any employment, consulting or teaching activity outside the College ~~except with the prior written consent of~~ **without prior written notification to** the supervisor. The consent of the supervisor shall not be unreasonably withheld.

*Reflects the reality that faculty are professionals and committed to conducting themselves accordingly.*

- 11.08** In keeping with the professional responsibility of the teacher, non-teaching periods are used for activities initiated by the teacher and by the College as part of the parties' mutual commitment to professionalism, the quality of education and professional development.  
Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.  
~~No SWF will be issued but such activities may be documented. Where mutually agreed activities can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines.~~  
**Such activities will neither be recorded nor scheduled except as in accordance with 11.01 G 1.**

*Ensures flexibility during non-teaching periods*

### Article 13

## ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY RIGHTS

### Academic Freedom

- 13.01** **The Ontario Colleges of Applied Arts and Technology serve the common good of society through providing high-quality employment and skills training, through searching for and disseminating knowledge and understanding, and through fostering independent thinking, independent expression, and professional integrity in academic staff and students. These ends cannot be achieved without academic freedom. All Faculty members have the right to academic freedom.**

*Defines the basic principle of academic freedom and its centrality to the goals of post-secondary education.*

- 13.02** **Academic freedom includes, without restriction:**

- i. freedom to teach and discuss;**
- ii. freedom to carry out research and disseminate and publish the results thereof;**

*Defines the specific faculty rights that academic freedom entails.*

- iii. freedom to produce and perform creative works;
- iv. freedom to engage in service in community, in advocacy and activism, in academic governance committees, in professional bodies, and in any other activities the member deems appropriate;
- v. freedom to express one's opinion about the institution, its administration, and the system in which one works without fear of reprisal;
- vi. freedom to acquire, preserve, and provide access to documentary material in all formats; and
- vii. freedom to express an opinion about matters of public interest without fear of institutional reprisal.

**13.03** Faculty members have the right, as individuals and as members of academic committees, to determine the following aspects of the courses they develop and teach: course outlines, content and materials, texts, grading schemes and evaluations, assigned grades, and method of course delivery.

*Affirms faculty ability to make academic decisions about their courses.*

**13.04** Counselling faculty shall have the right to determine that the organization, delivery, and supervision of counselling services meets all applicable professional standards.

*Affirms the right of counsellors to ensure that their work meets professional standards.*

**13.08** The employer shall not abridge academic freedom on any grounds, including claims of institutional autonomy.

#### **Intellectual Property**

**13.09 A** Intellectual property means any result of intellectual or artistic activity created by a Faculty member that can be owned by a person. Intellectual property includes, but is not limited to: inventions, publications, computer software, textbooks, course outlines, videos, online presentations, works of visual art and music, industrial and artistic designs, as well as all other creations that can be protected under patent, copyright, trademark or similar laws.

*Defines what intellectual property (IP) is. It includes both copyrightable work and patentable inventions.*

**13.09 B** 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 for 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 which assigns the copyright or patent to the employer.

*Introduces the basic principle that IP rights rest with the creator, unless there is a signed contract with the employer that shares rights.*

**13.09 C** The union shall be a party to all negotiations leading to written agreements or contracts under article 13.09 B. Written agreements or contracts not countersigned by the union shall be interpreted as a violation of the collective

*The union must approve signed contracts*

**agreement.**

*concerning IP.*

**13.09 D** No contract or written agreement between the employer and a Faculty member shall contain a clause waiving moral rights.

**13.09 E** In the event that an original work is the creation of more than one member, the provisions of this article apply on a pro rata basis to all the creators of the work.

*Specifies ownership in cases of shared IP.*

**13.09 F** In the event that the employer or assignee relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner.

**13.09 G** The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Faculty member under this Collective Agreement.

*Protects faculty from third-party IP theft.*

**13.09 H** The employer has no claim to the revenue arising from any intellectual property created by Faculty members without the use of the employer's time, resources, or facilities.

*Protects faculty work done on own time.*

**13.09 I** Should the employer have a valid claim on the revenue arising from any intellectual property created by a Faculty member because of the use of the employer's time, resources or facilities by the member, the member and the employer shall share in the net revenues arising from a discovery on a fair and reasonable basis. "Net revenues" means the revenues after deduction of all costs incurred by the member and/or the employer for patent searches, for obtaining patent protection, for maintaining such protection in Canada and other countries and for commercializing the discovery.

*Specifies fair revenue sharing when faculty and employer share IP rights.*

## Guidelines

### Allowances - Professors

- 14.03 A 3** Coordinator Allowance – Coordinators are **professors** teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, which shall be determined **in writing** prior to the acceptance of the designation, ~~subject to changes as circumstances require.~~ It is understood that coordinators do not have responsibility for the supervision or for the disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees **professors** to accept the designation of coordinator against their wishes. **All vacant coordinator positions shall be posted by the College.**

*Clarifies the role of and compensation for a coordinator and ensures that all vacant coordinator positions are posted.*

Those employees **professors** who are designated as coordinators will receive an allowance equal to ~~one or~~ two steps on the appropriate salary schedule. Such allowance will be in addition to the individual's annual base salary.

## Article 26 PARTIAL-LOAD EMPLOYEES

### Workload

- 26.01 B** A partial-load employee is defined as a teacher **faculty member** who teaches more than six (**6**) ~~and up to and including 12~~ hours per week, **but less than 72% of a full-time workload** ~~on a regular basis.~~
- [NEW]**  
**26.01 C** Each partial-load employee 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 a full-time workload.
- 26.01 D** The workload for each academic term for partial load faculty shall be captured using the Standard Workload Formula and reflected on the partial-load faculty member's contract.

*Defines partial-load status according to total percentage of a full-time workload.*

*Requires that all work assigned to a partial-load faculty member be recorded on a SWF and compensated.*

### Compensation

- 26.02 A** ~~A partial-load employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact hour at an hourly rate calculated in accordance with 26.04.~~ **Total compensation provided to each partial-load faculty member shall be in accordance with Article 26.02 B.**
- 26.02 B** ~~A portion of the hourly rate for partial-load teachers is in lieu of~~

*Ensures that partial-load faculty are paid proportionately according to the same salary schedules as full-time faculty, based on the total workload.*

~~vacation pay.~~ **The salary for all partial-load employees shall be based on the full time salary schedule prorated according to 14.03 and shall reflect qualifications, experience and seniority.**

**26.02 C Each partial-load position shall calculate the workload as a percentage of full-time employment, based on 44 hours per week for professors and instructors.**

**26.02 D Each step in salary schedule shall reflect the accumulation of experience and seniority as determined according to Art. 26.03 and Art. 26.10.**

*Allows for clear progression up the schedule based on seniority and experience.*

**26.03 A** Determination of partial-load teachers' **employees'** starting step and progression within the hourly rate schedules shall be in accordance with the Job Classification Plans (~~see pages 119-124~~) [*Update page numbers for print and online*].

[NEW]

**26.03 C A member may request a reconsideration of the determination of previous experience within 20 working days of the beginning of their contract. The supervisor or his/her designate shall complete his/her reconsideration within five working days and make a final determination.**

*New work experience and credentials evaluated with every new contract, allowing for further movement up the salary schedule.*

**26.03 D Any work performed or formal qualifications (as described in Job Classification Plans for Positions in the Academic Bargaining Unit, Section I) completed subsequent to a partial-load faculty member's first contract shall be evaluated by the supervisor or his/her designate. If found equivalent to post-secondary-level work or formal qualification, the employer shall recognize such experience and/or education for purposes of placement on the salary scale.**

[Delete 26.04 and renumber subsequent]  
**Insured Group Benefits**

**26.05 A Extended Health, Vision and Hearing Care**

The College shall pay 100% of the billed premium of the Extended Health Plan found in Article 19, Other Insurance Plans, for partial-load employees, excluding Vision and Hearing coverage, and subject to the application procedures for this benefit, with the exception of those employees who opt out of the plan because of spousal coverage elsewhere.

*Updates all benefits to reflect the same waiting periods and payments as for full-time employees.*

The College shall provide for access to the Dental, Vision Care, Hearing Care, Critical Illness/Catastrophic Event Insurance and Life Insurance Plans found in Article 19, Other Insurance Plans, for partial-load employees provided the premium is paid by the employee.

Details regarding participation, eligibility, waiting period, benefit



level and premium sharing are as follows:

**26.05 B Dental Care**

	<b>Extended Health</b>	<b>Vision Care</b>	<b>Hearing Care</b>	<b>Critical Illness/ Catastrophic Event</b>
<b>Participation</b>	Required with opt out option	Voluntary if Extended Health elected	Voluntary if Extended Health elected	Voluntary
<b>Eligibility</b>	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	As per full-time employees
<b>Waiting Period</b>	First of month following the completion of one calendar month  <b>As per full-time employees</b>	First of month following the completion of one calendar month  <b>As per full-time employees</b>	First of month following the completion of one calendar month  <b>As per full-time employees</b>	As per full-time employees
<b>Benefit Level</b>	As per full-time employees	As per full-time employees	As per full-time employees	As per full-time employees
<b>Premium Sharing</b>	100% employer paid	100% employee paid  <b>As per full-time employees</b>	100% employee paid  <b>As per full-time employees</b>	100% employee paid  <b>As per full-time employees</b>

	<b>Dental Plan</b>
<b>Participation</b>	Voluntary
<b>Eligibility</b>	All partial-load employees under contract
<b>Waiting Period</b>	First of month following the completion of <del>six</del> <b>one</b> calendar months
<b>Benefit Level</b>	As per full-time employees
<b>Premium Sharing</b>	100% employee paid  <b>As per full-time employees</b>

**26.05 C Life Insurance Plans**

	<b>Basic and AD &amp; D</b>	<b>Supplementary Employee and Dependent</b>	<b>Optional</b>
<b>Participation</b>	Voluntary	Voluntary	Voluntary
<b>Eligibility</b>	All partial-load employees under contract	All partial-load employees under contract up to age 65	All partial-load employees under contract up to age 65
<b>Waiting Period</b>	First of month following the completion of one calendar month	First of month following the completion of one calendar month	First of month following the completion of one calendar month
<b>Benefit Level</b>	As per full-time employees	As per full-time employees	As per full-time employees
<b>Premium Sharing</b>	100% employee paid <b>As per full-time employees</b>	100% employee paid <b>As per full-time employees</b>	100% employee paid <b>As per full-time employees</b>

**26.05 D Group Insurance - Bridging Benefit**

If upon termination of a contract there is a written contract for future employment as a partial-load employee, the employee, by paying 100% of the premiums for the benefits, may continue participation throughout the period between contracts in any group insurance plan in which that employee was participating.

Where the College is anticipating re-employment of a partial-load employee, the College ~~is encouraged~~ **shall** where feasible, ~~to~~ provide a written contract upon termination **of the existing contract.**

If an employee is re-employed within ~~6 months~~ **one year** of the end of any contract, waiting periods for group insurance plans will be waived.

*Pro-rates the "sick leave" so it is equitable to the full-time benefit.*

**26.07 B Partial-Load Sick Leave Pro-rating** ~~Table (in Hours)~~

**The sick leave for all partial-load faculty members shall be based on the full time short-term disability benefit as described in Articles 17.01 B, 17.01 C, 17.01 E, and pro-rated according to Articles 17.01 F 1 and 17.01 F 2.**

**26.07 C Sick Leave Plan - Bridging Benefit**

*Strengthens the language around bridging, and extends the period to one year from 6 months.*

Partial-load employees hired up to and including March 31, 1991 who were re-hired within 6 months of the end of any contract, or who were re-hired within 6 months of the end of any approved leave of absence or where upon termination there was a written contract for future employment as a partial-load employee shall be covered by the cumulative sick leave plan which was in place for the full-time academic employees hired up to and including March 31, 1991.

Partial-load employees hired on or after April 1, 1991 are covered by the short-term disability plan described in Article 17 as modified by Articles 26.08 A and 26.08 B but will also enjoy the bridging provisions as set out above.

**Partial-load employees hired on or after September 1, 2017 are covered by the short-term disability plan described in Article 17 as modified by Articles 26.08 A and 26.08 B but will also enjoy the bridging provisions as set out above.**

**26.08 Statutory and College Holidays**

*Ensures partial-load faculty on contract receive statutory and college holiday pay, removes previous restrictions.*

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. 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:

	<b>Statutory and College Holidays</b>
<b>Participation</b>	All Partial-load employees under contract
<b>Eligibility</b>	All Partial-load employees under contract
<b>Waiting Period</b>	Nil
<b>Benefit Level</b>	<b>All</b> Partial-load employees <b>under contract</b> will receive regular pay if:(i) the holiday occurs on a day the employee would have been scheduled to work, and (ii) <del>the employee was in attendance the scheduled day of work, both before and after the holiday.</del>

**26.09 Job Security**

*Extends contracts for partial-load to one academic year and also requires the college to issue these contracts 3*

**[NEW]  
26.09 A**

**All partial-load employee contracts shall be for one academic year. All contracts shall be issued no later than 3 weeks prior to the start date on the contract. Certain**

**emergency circumstances might justify contracts for different durations. All such exceptions must be agreed to the union local.**

*weeks before the start date. Requires union local agreement for any exceptions.*

**26.09 B** It is agreed that Article 27, Job Security, has no application to partial-load teachers **faculty members** except as referred to in 27.04 A, 27.06 A (iv), (v), (vi), 27.08 B, 27.11 B and 27.12. Such partial-load teachers **faculty members** may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.

*Enhances partial-load job security.*

**26.09 C** For the purpose of determining the service of a partial-load teacher **faculty member** under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid ten **eight (8)** months of on-the-job experience will entitle the employee to one year of service and to progress one step on the grid, except as noted in 26.10 C.

*Clarifies progression on salary schedule and reflects all work done during academic year.*

**26.09 D** ~~On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of 1/2 month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of 1/2 month's credit for each calendar month in which the employee teaches 30 hours or more~~ **Each academic year or equivalent (8 months) of on-the-job experience shall entitle the member to an additional step in the salary schedule.**

#### **Seniority [NEW]**

**26.09 E** **Seniority is retained for a period of three (3) years following the termination of the last contract, and will be posted according to Art. 27.04 A. Any member with seniority credits shall retain their rights under the collective agreement.**

*Enhances seniority for partial-load faculty.*

**26.09 F** Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to **shall offer a right of first refusal to any** current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment **and who are qualified to teach the courses making up that contract.** ~~if the following conditions are met:~~

*Strengthens language on seniority and job security for partial-load faculty.*

~~(i) The partial load employee must have previously been employed as a partial load employee for at least 8 months of service as defined in 26.10 C within the last 4 academic years, and~~

~~(ii) The partial load employee must have previously taught the courses that form the new partial load assignment.~~

*Clarifies role of seniority in assigning work to partial-load faculty and improves language on equity and diversity in*

**If more than one partial-load employee exercises their right of first refusal to a contract, the contract shall be offered to**

**the candidate with the greater seniority. In cases where the candidates have equal seniority, the contract shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, the promotion of equity and diversity shall take precedent.**

*hiring.*

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

**[NEW]**

**Cancellation Fees**

*Ensures partial-load faculty are paid for contracted work.*

**Entitlement**

**26.10 A All partial-load employees shall receive a cancellation fee for work offered, whether written or verbal, if that work is subsequently cancelled by the employer.**

**Reason for Cancellation**

**26.10 B Contracts may be cancelled only because of insufficient enrolment.**

*Allows for the stability and financial planning enjoyed by our full-time members.*

**Notice and Amount of Cancellation Fee**

**26.10 C No contract may be cancelled before, on or after the first day of classes without full payment of the contract.**

**If a contract which covers one or more courses is cancelled by the employer respecting one of the courses, a new contract shall be issued for the remaining work and the employee shall be compensated for the cancelled work according to 26.10 C.**

**Seniority and Right to Future Work**

**26.10 D If a contract is cancelled, the employee shall be credited with the seniority, experience and all other entitlements as if the contract has been fulfilled. The employee shall also be entitled to teach the section/course the next time it is offered by the institution subject to seniority.**

*Ensures union local is informed of changes to contracts for partial-load members.*

**Information for Union Local**

**26.10 E The employer shall notify the union local when a contract is cancelled, providing documented enrollment information.**

## JOB SECURITY

### Financial Exigency

[NEW]

- 27.05** Financial exigency is a situation where the College experiences substantial and recurring losses which threatens its survival.
- 27.05 A** No employee shall be terminated, dismissed, suspended, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment on account of budgetary reasons. Employees may be laid off in accordance with this article only if a state of financial exigency has been declared and confirmed pursuant to the procedures contained in this article, and then only after every effort has been undertaken to alleviate the financial exigency by economies in all other segments of the budget, and after all means to improve the College's revenues have been exhausted. *Strengthens job security. Ensures management has to justify layoffs by demonstrating financial difficulty.*
- 27.05 B** Lay-off pursuant to this article is not dismissal for cause, and shall not be recorded or reported as such.
- 27.05 C** In the event that the College considers that financial exigency exists, within the meaning of Article 27.05, it shall give notice to the Union Local. As of the date of such notice to the Union Local, the procedures specified in this article shall apply. There shall be a College-wide hiring freeze. No new positions shall be created. *Determines process for discussions of financial exigency between management and the union local.*
- 27.05 D** Within five days of giving notice that financial exigency may exist, the College shall forward to the Union Local all financial documentation relevant to the alleged state of financial exigency.
- 27.05 E** Within 15 days of the notice specified in Article 27.05 C, the parties shall establish a financial commission which shall review all materials it deems relevant to the alleged financial exigency and report in writing to the College and the Union Local that either:
- (i) financial exigency exists, or
  - (ii) financial exigency does not exist.
- 27.05 F** The composition of the financial commission shall be composed of six (6) College employees as follows:
- (i) three representatives selected by the Union Local,
  - (ii) three representatives selected by the College, and
  - (iii) a chair selected unanimously from among the six representatives.
- 27.05 G** The financial commission shall determine its own terms of *Sets out membership of joint management union commission to review financial exigency claims.*

reference and decision-making procedures consistent with generally recognized principles of procedural fairness and natural justice.

The cost of the financial commission established under this article shall be borne by the College.

**27.05 H** The onus of proof shall be on the College to establish to the satisfaction of the financial commission that a state of financial exigency exists within the meaning of Article 27.05.

**27.05 I** The College shall cooperate with the financial commission and shall provide all documentation necessary to establish to the satisfaction of the financial commission that financial exigency exists within the meaning of this article.

The financial commission shall invite and consider submissions on the College's financial condition. Considerations shall include but are not necessarily restricted to:

*Puts onus on college to provide documentation of financial exigency.*

(i) whether there are substantial and recurring losses which threaten the survival of the College;

(ii) whether, in view of the primacy of academic goals at the College, a reduction in the number of academic staff is necessary to effect a cost saving;

(iii) whether every effort has been made to achieve cost savings in other areas of the College's budget;

(iv) whether every effort has been made to improve the College's revenue position by any other means, including borrowing, deficit financing, and the sale of assets not essential to the academic functioning of the College;

(v) whether every effort has been made to secure further assistance from government;

(vi) whether enrollment projections are consistent with the proposed reduction in the academic staff complement;

(vii) whether all means of reducing the academic staff complement have been exhausted, including voluntary early retirement, voluntary resignation, voluntary transfer to reduced time status and voluntary redeployment, and

(viii) whatever other matters it considers relevant.

The report of the financial commission shall answer each of (i) through (vii) above, and all other matters considered under (viii).

**27.05 J** The financial commission shall deliver its report to the College and the Union Local within 90 days of its appointment.

(i) If the commission finds that financial exigency does not exist, there shall be no lay-offs.

(ii) If the commission verifies that there is financial exigency, the report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for members of the bargaining unit. Any reduction in the budgetary allocation for academic salaries and benefits shall be made conditional upon the further exploration of alternative cost-saving measures by the College, and the commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of all such specified alternatives.

(iii) Whether the commission confirms or rejects the financial exigency, the parties recognize that the commission may also make recommendations regarding any financial problem it deems relevant, provided that such recommendations are consistent with the provisions of the Collective Agreement.

(iv) Within 30 days of receiving the report, the parties shall meet to discuss the implementation of these recommendations.

**27.05 K** Where a reduction in the academic staff complement is required, lay-offs shall take place according to the provisions set out in Article 27.

**Article 28**  
**COMPLEMENT AND EMPLOYMENT STABILITY**

*Ensures any layoffs are consistent with the provisions of the Article.*

**28.02 A** There shall be established, at each College, a College **Complement and** Employment Stability Committee (CESC).

**28.02 B** Each CESC will be composed of four members, with two to be appointed by the College and two by the Union Local. The term of office of each member shall be one year, which may be renewable, commencing on September 1 of each year. Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

*Expand the role of the CESC to include faculty complement stability.*

**28.02 C** The CESC shall meet at least twice per academic year and at such other times as needed to permit the Committee to fulfill its duties.

**28.03** The functions of the CESC shall be to:

*Meetings are required to*



- (i) perform the functions conferred upon it in 27.05, 28 and 29;
- (ii) recommend long-term and short-term strategies to enhance employment stability; and
- (iii) administer and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF) established under 28.08, as specifically prescribed in 27.09 A, 28.04, 28.05 and 28.06; **and**
- (iv) ensure faculty complement is maintained as required by 2.01 B and 28.10.**

*collect and analyze staffing data and to make adjustments as required.*

**28.04**

The functions of the CESC shall include the making of recommendations with respect to long-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

*Article 2.01 B sets a minimum full-time faculty complement.*

- (i) receiving and analyzing data provided under the Agreement with the objective of creating a data base;
- (ii) identifying needs for further data collection;
- (iii) analyzing, on an ongoing basis, internal and external trends which may have impact on employment stability, such as areas of growth and decline and changing resource levels and priorities;
- (iv) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer; **and**
- (v) calculate faculty complement using the formula in 2.01 A.**

*CESC will have the responsibility of calculating faculty complement according to Article 2.*

**[NEW]**

**28.10**

**Should the CESC determine at its second meeting of the academic year that the proportion of full-time faculty in the faculty complement falls below the minimum required in 2.01 B, then a sufficient number of new full-time positions shall be created and filled within 12 months. The provisions of Article 26.10 shall apply if the creation of such new positions results in the cancellation of a contract.**

*Ensure that positions are filled on a timely basis. Partial-load faculty are protected should they have a contract cancelled.*

**Article 32**

**GRIEVANCE AND ARBITRATION PROCEDURES**

**Union Grievance**

## 32.09

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

*Strengthens the union's ability to protect the most vulnerable faculty by way of the grievance process.*

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

## **CLASSIFICATION DEFINITIONS FOR**

### **POSITIONS IN THE ACADEMIC BARGAINING UNIT**

**(to be used in conjunction with the Job Classification  
Plans for positions in the Academic Bargaining Unit.)**

### **CLASS DEFINITION**

#### **PROFESSOR**

~~Under the direction of the senior academic officer of the College or designate, a~~ **In accordance with decisions of the Senate, a** Professor is responsible for providing academic leadership and for developing an effective learning environment for students.

*Updates definition to ensure professors are responsive to the Academic Senate.*

#### **COUNSELLOR**

A Counsellor is responsible for assisting students and potential students to function effectively as learners and as individuals by helping them understand, prevent or overcome **career**, social, educational or personal problems

**challenges** that may hinder learning or their ability to cope with everyday living **and/or by assessing and recommending appropriate accommodation(s) to students who have a temporary or permanent disability or condition that has been or may be diagnosed by a Regulated Health Professional.**

The Counsellor's duties include:

- a) Developing and maintaining appropriate **evidence-based** counselling programs.
- b) ~~Interviewing individuals, by appointment to explore personal or social difficulties or vocational/educational decision-making,~~ **Personal, educational or career counselling of students or potential students**, including:
  - (i) interviewing students or potential students;**
  - (ii) clarification and assessment of students' or potential students' needs and/or goals using appropriate techniques and tools;**
  - (iii) selection of remedial and intervention procedures and their application;**
  - (iv) recording and analysis of essential case information;**
  - (v) referring students as appropriate to proper professional help;**
  - (vi) facilitating discussion/dialogue between students, faculty and administration;**
  - (vii) participating in pre-admission interviewing and testing as required;**
  - (viii) crisis intervention and risk assessments of students;**
  - (ix) interviewing students who drop out of their program.**
- c) ~~Group counselling as a non-instructional activity.~~ **Personal, educational or career counselling of groups, including activities such as the development of group programs, the selection and preparation of groups, the training of groups and the leading of groups;**
- d) Testing and evaluation of individuals **including the administration and interpretation of standardized assessments** to assist them in their personal, educational or vocational development **and in risk assessments.**
- e) Assisting administration, faculty, and staff, in a consultative role in identifying student ~~problems~~ **challenges**, dealing with student ~~problems~~ **challenges**, and relationship ~~problems~~ **challenges** among students **by providing training and consultation services.**
- f) **Academic advising and** ~~providing~~ educational/vocational information to students or directing them to available sources.

*Updates definition to reflect current practice, realities, and legislation affecting counsellors.*

- g) Participating in the orientation of new students to the College.
- h) Teaching as assigned- **and offering workshops to students and the college community in the areas of mental health, study skills, and disabilities.**
- i) **Providing mental health support in response to tragic events.**
- j) **The development and maintenance of professional competence and effectiveness as a Counsellor.**
- k) **Engage in activities related to the advancement of knowledge in their area of expertise or the advancement of their profession. Such activities may include but are not limited to:**
  - (i) writing and developing innovative counselling methods, instruments; techniques or procedures for use by professional counsellors within or outside of the college community;**
  - (ii) studies of counselling outcomes, methods, techniques and procedures;**
  - (iii) and other scholarly research.**

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, liaison with community service programs and agencies, professional development and control of supplies and equipment for the purpose of counselling services.

### ***MONETARY PROPOSALS***

***Compensation Adjustments:  
(ATB = across-the-board to all salary steps)***

- 2.25% ATB (October 1, 2017)
- 2.25% ATB (October 1, 2018)
- 2.25% ATB (October 1, 2019)

## Article 14

### SALARIES

The addition of one step at the top of the salary and the deletion of the lowest step on the salary grid effective October 1, 2017.

#### Professors, Librarians and Counsellors

	Under Current CA	2.25%	As of Sep. 1, 2017	2.25%	As of Sep. 1, 2018	2.25%	As of Sep. 1, 2019
Step 1	\$61,638						
Step 2	\$64,469	\$1,451	\$65,920	\$1,483	\$67,403	\$1,517	\$68,919
Step 3	\$67,298	\$1,514	\$68,812	\$1,548	\$70,360	\$1,583	\$71,944
Step 4	\$70,126	\$1,578	\$71,704	\$1,613	\$73,317	\$1,650	\$74,967
Step 5	\$72,955	\$1,641	\$74,596	\$1,678	\$76,275	\$1,716	\$77,991
Step 6	\$75,783	\$1,705	\$77,488	\$1,743	\$79,232	\$1,783	\$81,014
Step 7	\$78,612	\$1,769	\$80,381	\$1,809	\$82,189	\$1,849	\$84,039
Step 8	\$81,442	\$1,832	\$83,274	\$1,874	\$85,148	\$1,916	\$87,064
Step 9	\$84,272	\$1,896	\$86,168	\$1,939	\$88,107	\$1,982	\$90,089
Step 10	\$87,100	\$1,960	\$89,060	\$2,004	\$91,064	\$2,049	\$93,113
Step 11	\$89,931	\$2,023	\$91,954	\$2,069	\$94,023	\$2,116	\$96,139
Step 12	\$92,751	\$2,087	\$94,838	\$2,134	\$96,972	\$2,182	\$99,154
Step 13	\$95,573	\$2,150	\$97,723	\$2,199	\$99,922	\$2,248	\$102,170
Step 14	\$98,392	\$2,214	\$100,606	\$2,264	\$102,869	\$2,315	\$105,184
Step 15	\$101,213	\$2,277	\$103,490	\$2,329	\$105,819	\$2,381	\$108,200
Step 16	\$104,034	\$2,341	\$106,375	\$2,393	\$108,768	\$2,447	\$111,215
Step 17	\$106,853	\$2,404	\$109,257	\$2,458	\$111,715	\$2,514	\$114,229
Step 18			\$111,715	\$2,514	\$114,229	\$2,570	\$116,799

#### Instructors

	Under Current CA	2.25%	As of Sep. 1, 2017	2.25%	As of Sep. 1, 2018	2.25%	As of Sep. 1, 2019
Step 1	\$40,548						
Step 2	\$43,382	\$976	\$44,358	\$998	\$45,356	\$1,021	\$46,377
Step 3	\$46,207	\$1,040	\$47,247	\$1,063	\$48,310	\$1,087	\$48,310
Step 4	\$49,035	\$1,103	\$50,138	\$1,128	\$51,266	\$1,153	\$49,397
Step 5	\$51,866	\$1,167	\$53,033	\$1,193	\$54,226	\$1,220	\$55,446
Step 6	\$54,695	\$1,231	\$55,926	\$1,258	\$57,184	\$1,287	\$58,471
Step 7	\$57,523	\$1,294	\$58,817	\$1,323	\$60,141	\$1,353	\$61,494
Step 8	\$60,352	\$1,358	\$61,710	\$1,388	\$63,098	\$1,420	\$64,518
Step 9	\$63,182	\$1,422	\$64,604	\$1,454	\$66,057	\$1,486	\$67,543

Step 10	\$66,012	\$1,485	\$67,497	\$1,519	\$69,016	\$1,553	\$70,569
Step 11	\$68,842	\$1,549	\$70,391	\$1,584	\$71,975	\$1,619	\$73,594
Step 12			\$73,464	\$1,653	\$75,117	\$1,690	\$76,807

**Partial-Load Salary will be prorated based upon the full-time salary scale.**

***Salary Scale Comments/Rationale:***

*2.25% per year keeps pace with increases in the cost of living in Ontario.*

*The addition of one step at the top of pay scale and removal of the lowest step moves our salary scale incrementally toward the mid-point between our two comparator groups (university professors and high school teachers). By 2020, the lowest maximum for university professors will be \$193,000.*

**Article 19**

**OTHER INSURANCE PLANS**

**Add Social Workers and Psychotherapists to Paramedical Coverage**

***Comment/Rationale:***

*This area of coverage needs improvement to deal with the high prevalence of mental health issues in the workplace. Psychotherapists now have a governing body. Psychotherapists and Social Workers are less expensive, and thus allow members to extend their treatment further. These treatment providers would be more accessible in remote or rural areas.*

**Extended Health Plan**

19.01 A The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan.

The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of **\$2000**.

***Comment/Rationale:***

*The \$1,500 annual max has been in place for at least 10 years, so it should be increased as it is losing its value.*

**Dental Plan**

19.02 D 4 Benefits under Schedules A, B and C are limited to a maximum of **\$2500** per annum for each beneficiary with no deductible (effective October 1, 1998).

Effective January 1, 2007 Effective January 1, 2018, this maximum will be increased to **\$3000** per annum.

19.02 E 2 Benefits under Schedule D are limited to a **\$3000** lifetime maximum per person covered regardless of age and 50% co-insurance.

19.02 F 3 Benefits under Schedule E are limited to a maximum of **\$3000** per beneficiary per calendar year with 50% co-insurance.

**Comment/Rationale:**

*These maximums have been in place for a decade. They are losing their value and are due for an update.*

**Vision Care**

19.04 The College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of **\$500** each two years, per person 18 years of age and over, and **\$500** each one year per person under 18 years of age, for glasses, frames, contact lenses, and refractive surgery, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deduction.

**Comment/Rationale:**

*This maximum has been in place since 2008. It is losing its value and is due for an update.*

**The College shall pay 75% of the premiums for full-time employee's laser eye surgery providing coverage to a maximum of \$4500.00, per person, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deductions.**

**Comments/Rationale:**

*Our benefits plan needs to be in-line with current corrective technology. Only \$110k worth of submissions for laser eye treatment were submitted in the last reporting period, a small amount comparatively. It may reduce eyeglass/contact usage.*

**Hearing Care Plan**

19.05 The College shall pay 75% of the premiums for full-time employees for a Hearing Care Plan providing coverage to a maximum of **\$3500** each three years, per person, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deductions.

**Comment/Rationale:**

*Technology has advanced significantly but the coverage has not caught up with the required reimbursement levels. It has a high quality of life impact and low overall cost implications.*

**Definition of dependent(s)**

Change the definition of dependent(s) in the contract and the booklet to read:

**Your eligible dependent(s) are your spouse/partner, your children and your spouse/partner's children. Eligible children include adoptive children during the adoption probationary period, but exclude foster children. Dependents must be residents of Canada and/or the United States.**

**Comment/Rationale:**

*No other employer is taking the position that an adopted child cannot be put on member benefits until the six month probationary period is up. While this may affect few members, it has a significant impact on the quality of their home life and the health of their adopted child.*

**Retiree Life Insurance**

**Academic employees, upon retirement, shall be provided the option to select either the current Academic Life Insurance option, or the Life Insurance option available to CAAT Support and Administrative employees, at the respective insurance premium rates for their option.**

**Comment/Rationale:**

*It maintains the current life insurance benefit and rate structure for the Academic group, but allows an Academic retiree an additional option of having life insurance coverage beyond age 75 on the same basis as Support and Administrative retirees.*

*This is a no cost option to the employer, and in fact, may save the employer money on the active employee basic life insurance rates by improving the mortality experience due to less Academic retirees participating. At the same time, it provides for the ability for those Academic retirees who wish to maintain life insurance beyond age 75, to do so.*

**APPENDIX III**

**DENTAL PLAN**

**SCHEDULE E**

**Construction and insertion of Dental implants**

**Comments/Rationale:**

*Our benefits plan needs to be in-line with current corrective technology. This is not a new cost but adds this procedure to existing coverage.*