

Union Proposal for Settlement

November 12, 2009

STAFFING

NEW 2.02 as follows and renumber the remaining articles:

2.02 The College shall assign to full-time academic employees in the bargaining unit not fewer than 75% of the credit courses which the College offers.

Amend:

2.03 A The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. ~~The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.~~

NEW 2.04, 2.05, 2.06, 2.07 & 2.08

2.04 The College will not abuse sessional, **partial-load, or part-time** appointments by failing to fill ongoing **full-time** positions as soon as possible subject to such operational requirements as the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

2.05 The College will give preference to the designation of full-time positions as regular rather than part-time positions subject to the following operational requirements: quality of programs, attainment of the program objectives, and the need for special qualifications.

2.06 The College will give preference to the designation of partial-load positions rather than part-time positions subject to the following operational requirements: quality of programs, attainment of the program objectives, and the need for special qualifications.

2.07 All academic work as set out in the classification definitions for academic employees shall be performed by members of the academic bargaining unit or persons identified in Article 1.01 (v).

2.08 The College shall not contract the services of external agents or agencies to deliver college programs or academic services except where it is not possible to provide the services with College employees. Where the College deems that the service cannot be provided by current employees (persons employed by the College), the College must post positions for those services within six months of the commencement of the activity.

UNION/COLLEGE COMMITTEE (LOCAL)

Amend:

- 7.02 (vi) if requested by the Union Local, the College shall explain its rationale for its application of Article 2, Staffing, or 27.05 (iii). **The explanation and all relevant documentation shall be provided in writing to the Union Local within 2 weeks.** In particular, the College will consider any representations which the Union Local may make with respect to the assigning of work on a full-time or a sessional, partial-load or part-time basis, and with respect to the feasibility of assigning work on a full-time basis rather than on a sessional, partial-load or part-time basis.

WORKLOAD and WORKLOAD RELATED

Amend:

- 11.01 A Each **full-time** teacher, **Counsellor and Librarian** shall have a workload that adheres to the provisions of this Article **specific to that job classification.**

- 11.01 D 3 renumber current (ix) as (x) and insert following as NEW (ix) and add New (xi) and (xii):

- (ix) **For sections of a course in which the student and teacher are not assigned to be in the classroom/lab/studio/shop at the same time and/or for sections of a course in which all or part of the methods of delivery are on-line, electronic, video, audio, web-based, distributed learning, or any similar method, additional hours for preparation shall be attributed on the SWF. The additional hours shall be 50 percent of the attributed preparation. For purposes of determining the number of sections of such a course, a section shall be no more than 20 students.**
- (xi) **Where 20 percent or more of course content including delivery method has been modified, additional hours for curriculum development and/or course development shall be attributed under "Additional Attributed Hours" on the SWF on an hour-for-hour basis.**
- (xii) **Where an Established or New preparation requires the translation of text or curricula materials to the language of instruction, additional preparation time shall be allocated equal to 50 percent of the preparation time attributed by application of the formula.**

Amend:

- 11.01 E 1 Change Essay or project to **1:0.0485** per student, Routine or assisted to **1:0.025** per student, In-process to **1:0.015** per student and add column to SWF for Additional Attributed.

- 11.01 E 2 (iv) DELETE

Add NEW 11.01 E 3 and renumber subsequent

- 11.01 E 3 Article 11.01 E 3 applies to teachers who have the evaluation factors as a component of their workload.**

Before the method(s) of evaluation and feedback are established for a course, the

supervisor will discuss the method(s) of evaluation and feedback with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs.

If only one teacher is assigned to a program, that teacher shall be deemed to be "the group" for purposes of this Article.

The group of teachers and the supervisor shall endeavour, in a collegial manner, to agree upon the evaluation method(s) for the course. The teachers and the supervisor shall make every effort to decide in a collegial manner which are the most appropriate evaluation method(s) for the course. If a course requires more than one type of evaluation, a proportionate attribution of hours will be applied. The group and the supervisor shall endeavour to reach agreement in a collegial manner on that apportionment.

Where two-thirds of these teachers and the supervisor reach agreement, the evaluation method(s) agreed upon by the teachers will be placed in the course outline.

Where two-thirds of these teachers reach agreement, the evaluation method(s) agreed upon by the teachers will be placed in the course outline.

Where there is no agreement by two-thirds of the teachers on the evaluation methods, the supervisor shall determine the evaluation methods which will be placed in the course outline.

In all circumstances, the method(s) of evaluation must conform with the valid and relevant accreditation and evaluation requirements of external accrediting bodies.

All teachers assigned to the course shall abide by the approved course outline.

Notwithstanding the preceding, where a teacher, teachers, or the supervisor believe that special circumstances justify a departure from the assigned methods of evaluation, they may amend the approved course outline accordingly, provided there is agreement upon the method(s) and apportionment to be assigned to the course. Such amendment would apply to this teacher or these teachers only.

The appropriate factors relating to the method(s) of evaluation and feedback set out in the course outline shall be recorded on the SWF.

Any unresolved disagreements among the group and the supervisor concerning the method(s) of evaluation, or the proportionate attribution of hours where more than one evaluation method is to be used, shall be referred to the WMG for resolution. Where the WMG is unable to agree as to the appropriate evaluation method(s) for the course, the matter shall be referred to the WRA for determination.

Any disputes between the teacher and the supervisor concerning special circumstances may be referred by the teacher to the WMG and WRA for resolution.

Amend:

- 11.01 F 1 (a) Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions **including all committee work and meetings** shall be attributed on an hour for hour basis.
- (b) An allowance of a minimum of ~~six~~ **seven** hours of the 44 hour maximum weekly total workload shall be attributed as follows:
four hours for routine out-of-class assistance to individual students
~~two~~ **three** hours for normal administrative tasks.
- (c) The teacher shall inform his/her students of availability for out-of-class assistance in keeping with the academic needs of students.

NEW

11.01 F 2 There shall be an additional allocation of 0.03 attributed workload hours for each student recorded on the teacher's SWF in excess of 175 students.

Amend:

11.01 G 2 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 H3 The arrangements, **including reimbursement for any necessary and reasonable costs**, for such professional development shall be made following any discussion between the supervisor and the teacher subject to agreement between the supervisor and the teacher, and such agreement shall not be unreasonably withheld.

Remove all references and workload variations pertaining to teachers not in post-secondary [11.01 B 1, 11.01 I, 11.01 K 1, 11.01 K 3].

11.01 K4 Delete

Amend Article 11 to provide Workload provisions and a Workload Form for all Counsellors and Librarians as per the Union proposals dated August 28, 2009.

NEW

11.01 N When assigning courses and timetabling, the College shall take into consideration the requests of employees.

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, **11.04, 11.09 or a Modified Workload Arrangement under 11.09, an employee** ~~a teacher~~ shall discuss such difference as a complaint with the ~~teacher's~~ **employee's** immediate supervisor.

Second and third paragraphs amended for Counsellor and Librarians.

- (b) In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.09, or a Modified Workload Arrangement under 11.09 the Union shall discuss the matter with the College within 14 days of the circumstances giving rise to the complaint coming to the attention of the Union.

Failing settlement of such a complaint, the Union may refer the matter in writing to the WRA within seven days of receipt of the College's reply. The complaint shall then follow the procedures outlined in 11.02 F.

- (c) Grievances arising with respect to Article 11, Workload, other than 11.01, 11.02, 11.04, 11.09 or a Modified Workload Arrangement under 11.09 shall be handled in accordance with the grievance procedure set out in Article 32, Grievance Procedures.

11.02 C 1 add NEW (iii) and renumber subsequent.
reviewing specific disputes or disagreements pursuant to 11.01 E 3 and where possible resolving such disputes;

Amend:

11.02 C 2 (viii) lead time for preparation **in the event** of new and/or changed schedules;

NEW (xiv) requirements for basic and applied research and scholarship

(xvii) assigned liaison;

11.02 E 1 delete and replace with the following:

If, following a review by the WMG of a matter which has been forwarded to the WMG, the matter is not resolved, that party shall be so advised in writing. The matter may then be referred by that party to a WRA provided under the agreement. Failing notification by the WMG within three weeks of the referral of the matter to the WMG the referring party may refer the matter to the WRA.

NEW

11.02 E 3 If, following the review by the WMG of a workload matter which has been referred to the WMG by the Union is not resolved, the Union shall be so advised in writing and may then refer the matter to a WRA.

Amend:

11.02 F 9 Having regard to the procedures set out herein for the resolution of disputes arising under 11.01, 11.02, 11.04, 11.09 or a Modified Workload Arrangement, no decision of the WMG or award of the WRA is subject to grievance or any other proceeding.

11.04 A Delete current and replace with the following:

11.04 A 1(a) The assigned hours of work for Counsellors shall be 35 hours per week.

11.04 A 1(b) When scheduling student appointments, the College shall take into consideration the requests and needs of Counsellors.

11.04 A 2 The assigned hours of work for Librarians shall be 35 hours per week.

11.04 A 3 Where the Counsellor or Librarian is assigned teaching duties, the hours credited for teaching, preparation, evaluation and feedback, and complementary functions associated with any teaching shall be included in the 35 hours.

11.04 B3 The arrangements, **including reimbursement for any necessary and reasonable costs**, for such professional development shall be made following any discussion between the supervisor and the Counsellor or Librarian subject to agreement between the supervisor and the Counsellor or Librarian, and such agreement shall not be unreasonably withheld.

11.04 C Delete and renumber subsequent

Amend:

11.05 The parties agree that no College shall ~~circumvent the provision of this Article by arranging for unreasonable teaching loads~~ **assign** ~~on the part of~~ to persons who are excluded from or not included in the **full-time** academic bargaining unit **workloads that exceed the weekly limits of Article 11.01.** **The workload formula will be used to determine weekly workload.**

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 the supervisor. The consent of the supervisor shall not be unreasonably withheld.

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.

No SWF will be issued for any non-teaching period. Activities undertaken in any non-teaching period shall be by mutual consent and agreement will not be unreasonably withheld. **The scheduling and the location of all such activities shall be at the sole discretion of the teacher. The College may document the mutual agreement and the nature of the activities which have been agreed to.**

Delete Letter of Understanding re Article 11.08

Modified Workload Arrangements

11.09 A 1 (NEW) In order to meet the **delivery needs of specific programs where course delivery necessitates unbalanced and/or condensed block weekly teaching contact hours** and for such programs only, the workload formula set out in Article 11 may be amended in any academic year with the consent of the Union Local and the faculty member(s). Such modified workload arrangements may apply instead of the limits stipulated in 11.01 B 1 (first paragraph), 11.01 D 2, 11.01 I, 11.01 J 1, 11.01 J2, 11.01 J3, 11.01 L1, 11.01 L 3 and 11.01 L 4.

11.09 A 2 (NEW) i) The total annual workload of any teacher participating in a Modified Workload Arrangement shall not exceed that teacher's annual workload in the previous academic year.
ii) For purposes of determining the annual workload limit for **first year** teachers,

the mean average workload limit of other teachers in that department/program shall be used.

- iii) Where all the teachers in the department/program are first year teachers, their annual workload limit in a Modified Workload Arrangement shall not exceed the mean average of all teachers in the previous academic year.

- 11.09 A 3
(NEW) In order for a Modified Workload Arrangement to be proposed to the teachers, the Union Local must consent. The consent of the Union Local may not be unreasonably withheld.
- 11.09 A 4
(NEW) Assuming the agreement of the College and the Union Local, in order for a Modified Workload Arrangement to be implemented, at least two-thirds (2/3) of the non-probationary full-time teachers involved in that department/program and the manager of that department/program must agree. Any teacher not in agreement shall be given the option of having all the regular provisions of Article 11 apply to their workload assignment.
- 11.09 A 5
(NEW) The Modified Workload Arrangement shall document all details of the proposed workload assignments and all schedules and shall be provided to the teachers and the Union Local. The Modified Workload Arrangement shall specify what provisions in accordance with 11.09 A1 will not apply to the Modified Workload Arrangement and for what period. If the Union Local does not indicate in writing within five (5) days of receipt of the documentation that it does not consent to the Modified Workload Arrangement, the Union will be considered to be in consent.
- 11.09 A 6
(NEW) The Modified Workload Agreement may apply for any period of assignment, but no longer than the academic year. Each Modified Workload Agreement will have a start and end date. A Modified Workload Agreement may be renewed upon agreement by the teachers and the parties.
- 11.09 A 7
(NEW) The total number of teachers assigned in accordance with the Modified Workload Agreement shall not exceed ten percent (10%) of the full-time teachers at the College or fifteen (15) full-time teachers, whichever number is greater.
- 11.09 A 8
(NEW) If the Union does not consent, the parties will meet within three (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA.
- 11.09 B 1
(NEW) Where the College refers the matter of failure to reach consent regarding a Modified Workload Arrangement, the WRA shall commence to hear the matter within seven (7) days of the referral of the matter and will issue a decision within three (3) days of the hearing. The Union will be a party at such a hearing.
- 11.09 B 2
(NEW) The provisions of Article 11.02 F 1 to 11.02 F 11 shall apply except as modified herein.
- 11.09 B 3
(NEW) In determining whether the Union's refusal to consent to the Modified Workload Arrangement is unreasonable, the WRA shall be guided by any one or more of the following factors along with any other factor(s) the WRA deems appropriate:
- whether it meets the criteria set out in 11.09 A 1
 - whether it enhances or diminishes the quality of learning for students
 - whether it leads to improvements in teaching and learning

- whether it leads to a reduction in the use of part-time staff and better usage of full-time teachers
- whether it distributes work equitably amongst the participating teachers
- whether it leads to greater satisfaction with workload assignments than the regular workload formula
- whether it would be an efficient workload assignment process

11.09 B 4 (NEW) If the WRA concludes the Union's refusal to consent to the Modified Workload Arrangement is unreasonable, the Modified Workload Arrangement may be implemented.

Amend:

14.03 A 3 Coordinator Allowance - Coordinators are 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. **Coordinators are elected by the bargaining unit professors and instructors in their respective courses and/or program. Teachers who are elected as coordinators shall be responsible to assist teachers in the performance of their assigned duties and to assist students by carrying out non-managerial tasks as assigned.** ~~It is understood that coordinators do not have responsibility for the disciplining of teachers in the bargaining unit shall~~ **not participate in the evaluation of or the disciplining of teachers.** It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.

Those employees who are ~~designated~~ **elected** 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.

Amend APPENDIX 1 – STANDARD WORKLOAD FORM as follows:

Delete “/ () Partial –Load”

Add column for “Additional Attributed Hours” under “Evaluation Feedback”

Amend complementary hour allowance to 7

NEW article regarding Academic Freedom as follows:

- The parties agree that the unimpeded search for knowledge and its free expression are vital to learning at the post-secondary level.
- Employees have the right to academic freedom which includes the freedom, individually or collectively, to develop and transmit knowledge and opinion through research, study, discussion, documentation, production, creation, teaching, lecturing, and publication, regardless of prescribed or official doctrine, and without limitation or constriction by institutional censorship.
- The parties agree to uphold and to protect principles of academic freedom, not to infringe upon or abridge academic freedom as set out in this article, and to use all reasonable means in their power to protect that freedom when it is threatened.
- Academic freedom includes the following interacting freedoms: the freedom to teach, freedom to evaluate, freedom to research, freedom to publish, freedom of expression, freedom to acquire materials.

Academic freedom ensures that:

- Employees teaching courses have the right to the free expression of their views and may choose course content, use teaching methods, and refer to materials without censorship or reference or adherence to prescribed doctrine except subject to the requirements of any legitimate external accrediting bodies.
- Employees have the right to carry out scholarly research without interference or adherence to prescribed doctrine.
- Employees have the right to publish the results of their research without interference or censorship by the institution, its agents or others.
- Employees have the right to freedom of expression, including the right to criticize the government of the day, the administration of the institution, or the Union.
- Employees have the freedom to exercise professional judgement in the acquisition of materials, and ensuring that these materials are freely accessible to all for bona fide teaching and research purposes, no matter how controversial these materials may be.

Academic freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication and other forms of scholarly expression in the honest search for knowledge. Academic freedom does not confer legal immunity; nor does it diminish the obligation of Employees to meet their obligation to the college. In the exercise of academic freedom, employees shall respect the academic freedom of others.

New Article on Education Council as follows:

Education Council

1. Each college must have an Education Council.

Composition of the Education Council

- 2.1 On first being established, the Education Council must have 20 voting members.
 - (a) 12 must be members of the full-time bargaining unit elected by the members of that bargaining unit;
 - (b) 4 must be students elected by the students;
 - (c) 2 must be support staff elected by the support staff;
 - (d) 2 must be educational administrators appointed by the College President
- 2.2 After the Education Council is established, the number of its academic employee, support staff, educational administrator, and student voting members may be increased or decreased if
 - (a) the increase or decrease is agreed to by the College President and a majority vote of the voting members of the Education Council,
 - (b) the number of voting members after the increase or decrease is apportioned to represent academic employee, support staff, educational administrators and students members respectively in the same ratios as under Article 2.1,
 - (c) the new academic employee, support staff, and student voting members, if any, are elected by the academic employees, support staff, and students respectively, and the new educational administrator voting members, if any, are appointed by the College President, and
 - (d) the total of voting members is 20 or more.

Term of Office

- 3.1 Academic employee members and support staff members elected under Article 2.1 serve a 2 year term and may be elected to further terms under that Article.

- 3.2 Students elected under Article 2.1 serve a one year term and may be elected to further terms under that Article.
- 3.3 Educational administrators appointed under Article 2.1 serve a 2 year term and may be appointed to further terms under that section.

Elections

- 4.1 The Union locals representing academic employees shall conduct the elections for academic employee members.
- 4.2 The Union locals representing support staff shall conduct the elections for support staff members.
- 4.3 The student associations representing students shall conduct the elections for student members.
- 4.4 The College Registrar after consulting with the chief officers of the representative groups shall establish the rules necessary and consistent with this Article for the conduct of the elections described in Article 2.1, including an appeal process for the conduct of the elections.

Chair of the Education Council

5. The chair of the Education Council must be elected each year by and from the voting members of the Education Council.

Advisory Role of the Education Council

- 6.1 The Education Council must advise the College Board of Governors and the Board must seek advice from the Education Council, on the development of educational policy for the following matters:
 - (a) the mission statement and the educational goals, objectives, strategies and priorities of the College;
 - (b) proposals about implementation of courses or programs leading to certificates, diplomas or degrees, including the length of or hours for courses or programs;
 - (c) reports after implementation by the institution without prior review by the Education Council of
 - (i) new non-credit programs, or
 - (ii) programs offered under service contract;
 - (d) priorities for implementation of new programs and courses leading to certificates, diplomas, or degrees;
 - (e) cancellation of programs or courses offered by the College or changes in the length of or hours for courses or programs offered by the College;
 - (f) evaluation of programs and educational services;
 - (g) policies concerning library and resource centres;
 - (h) setting of the academic schedule;
 - (i) policies on faculty member qualifications;
 - (j) adjudication procedure for appealable matters of student discipline;
 - (k) terms for affiliation with other post-secondary bodies;
 - (l) consultation with community and program advisory groups concerning the College's educational programs;
 - (m) qualifications for admission policies;
 - (n) criteria for awarding certificates, diplomas and degrees;
 - (o) other matters specified by the Board of Governors.

- 6.2 The College Board of Governors must request advice on a matter under subsection 6.1 by giving the Education Council, at least 10 working days before the Board of Governors will deal with the matter, the following:
- (a) the agenda items concerning the matter for the meeting of the Board of Governors at which the matter will be discussed;
 - (b) the date by which a statement setting out the advice of the Education Council must be given to the Chair of the Board of Governors.
- 6.3 Despite subsection 6.2, if the Board of Governors must deal with a matter under subsection 6.1 and there are substantial reasons why 10 working days' notice under subsection 6.2 cannot be given, the Board of Governors must advise the Education Council, as soon as practicable, concerning
- (a) the matter,
 - (b) the reason why notice could not be given under subsection 6.2, and
 - (c) the decision taken on the matter.

Powers of the Education Council

- 7.1 The Education Council must make bylaws for the conduct of the business of the Education Council including bylaws specifying the duties of members of the Education Council in conflict of interest situations.
- 7.2 Subject to the policy and directives established by legislation or orders of the government, the Education Council has the power and duty to do all of the following:
- (a) set policies concerning examinations and evaluation of student performance;
 - (b) set policies concerning student withdrawal from courses, programs and the College;
 - (c) set criteria for academic standing, academic standards and the grading system;
 - (d) set criteria for awards recognizing academic excellence;
 - (e) set policies and procedures for appeals by students on academic matters and establish a final appeal tribunal for these appeals;
 - (f) set curriculum content for courses leading to certificates, diplomas or degrees.

Joint Approval

- 8.1 To be implemented, decisions concerning the following matters must have joint approval:
- (a) curriculum evaluation for determining whether
 - (i) courses or programs, or course credit, from another College, university, or other body are equivalent to courses or programs, or course credit, at the College, or
 - (ii) courses or programs, or course credit, from one part of the College are equivalent to courses or programs, or course credit, in another part of the College;
 - (b) other responsibilities of the Board of Governors that, on the initiative of the Board of Governors, the Board of Governors and the Education Council agree are subject to joint approval.
- 8.2 Subsection 8.1 (a) does not include curriculum evaluation based on instructional methods.
- 8.3 An agreement under subsection 8.1 (b) may be terminated by
- (a) the Board of Governors giving written notice of termination to the Chair of the Education Council, or
 - (b) the Education Council giving written notice of termination to the Chair of the Board of Governors.

8.4 Joint approval given under subsection 8.1 must not conflict with policy or directives established by legislation or orders of government.

PARTIAL-LOAD

NEW

Each partial-load teacher shall have a workload that adheres to the provisions of Articles 11.01 and 11.02 except for the following: 11.01 B 1 (first two paragraphs), 11.01 F 1 (b), 11.01 H, 11.01 I, 11.01 J, 11.01 K, 11.02 A 1 (a), 11.02 A 2, 11.02 A 5.

Amend:

26.01 B A partial-load employee is defined as a teacher who teaches more than six and up to and including 12 hours per week on a regular basis **and does not exceed 26 assigned and attributed workload hours in any week of employment.**

26.02 A **Each partial-load teacher shall have a workload that adheres to the provisions of this Article.** A partial-load employee shall not receive salary or vacations but shall be paid for the performance of each ~~workload teaching contact~~ hour at an hourly rate calculated in accordance with 26.04

Amend:

26.09 Delete and replace with:
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 days. Under contract means there is a written contract between the College and the employee.

26.10 A It is agreed that Article 27, Job Security, has no application to partial-load teachers except as referred to in **27.02 B**, 27.04 A, 27.06 A (iv), (v), (vi), 27.08 B, 27.11 B and 27.12. Such partial-load teachers may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.

26.10 B For the purpose of determining the service of a partial-load teacher under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid ~~ten months of on-the-job experience~~ **60 weeks in which the person was assigned as a partial-load employee** will entitle the employee to one year of service and to progress one step on the grid, except as noted in 26.10 C.

26.10 C 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 ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the employee teaches 30 hours or more **up until August 31, 2009, and thereafter on the basis of one week's credit for each week in which the person was assigned as a partial-load employee.**

NEW

26.11 A Upon commencement of a workload assignment, the partial-load teacher shall receive a SWF for partial-load teachers, attached as Appendix III, provided by the

College. It is recognized that if the PARTIAL-LOAD SWF is subsequently revised by the College, it will not be done without prior consultation with the partial-load teacher.

26.11 B The PARTIAL-LOAD SWF shall include all details of the total workload including 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 where assigned.

26.11 C The timetable shall set out the schedule and location of assigned workload hours reported on the PARTIAL-LOAD SWF, on a Timetable Form to be provided by the College, and a copy shall be given to the partial-load teacher upon the commencement of the assignment, which shall be the same period as that covered by the PARTIAL-LOAD SWF.

This form will be used within all Colleges in the assignment of partial-load teacher workloads.

**APPENDIX III
PARTIAL-LOAD STANDARD WORKLOAD FORM**

College _____ Dept. _____

Teacher _____

Coordinator _____ () One Step/ () Two Step

Period Covered by SWF From _____ To _____

Course / Subject Identification	Assigned Teaching Contact Hours	Language(s) of Instruction	Preparation				Evaluation Feedback				Complementary Hours Assigned	Total Time Assigned & Attributed
			Type	Factor	Attrib'd Hours	Additional Attrib'd Hours	Class Size	Type	Factor	Attrib'd Hours		
References to Collective Agreement	11.0 1 B & C	11.0 1 D	11.0 1 D	11.0 1 D	11.0 1 D	11.0 1 D	11.0 1 E	11.0 1 E	11.0 1 E	11.0 1 E	11.0 1 D,F, G	
Weekly Totals												

Preparation Hours / Subject = Factor X Teaching Contact Hours

Evaluation Feedback Hours / Subject = Factor X Class Size X Teaching Contact Hours

Number of different course preparations	
Number of different sections	
Number of languages of instruction	

Summary of Weekly Totals

Assigned Teaching Contact Hours / week	
Preparation Hours / week	
Evaluation Feedback Hours / week	
Complementary Hours (assigned) / week	
Total this period (SWF)	

Complementary Functions

Description	Weekly Attributed Hours
Total:	

Date SWF Received by Faculty Member: _____

Supervisor's Comments:

Supervisor's Signature: _____ Date: _____

Faculty Member's Comments:

NOTE: If not in agreement with the total workload, the Faculty Member must so indicate in writing within three days from the date of receipt of the SWF and return a copy to the Supervisor.

Faculty Member's Signature: _____ Date: _____

Mutual Agreement of Assigned Workload

Proposed Workload referred to College Workload Monitoring Group

Proposed Workload referred to Workload Resolution Arbitrator

COPYRIGHT

Amend:

13.01 Except as may be otherwise mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee's normal administrative or professional duties with the College, shall be and remain the property of the ~~College~~ **employee**. Other works produced by an employee shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada) and in particular the subsection addressing "work made in the course of employment".

BENEFITS

Amend the Extended Health Plan to include "**Registered Social Worker**" to the list of paramedical services where a doctor's order is not required.

Amend Extended Health Plan so that reimbursement for drug costs is at 100 percent **once the total annual prescription costs exceed \$3,000.**

Amend the Extended Health Plan to provide semi-private coverage for stays at rehabilitation centres.

Amend:

19.02 E 2 ~~Effective October 1, 2001, b~~ Benefits under Schedule D are limited to a \$2,500 lifetime maximum per person covered regardless of age ~~and 50% co-insurance.~~ and amend plan accordingly.

19.02 F 3 ~~Effective October 1, 2001, b~~ Benefits under Schedule E are limited to a maximum of ~~\$2,000~~ \$2,500 per beneficiary per calendar year ~~with 50% co-insurance.~~ ~~Effective January 1, 2007, this maximum will be increased to \$2,500 per annum.~~ and amend plan accordingly.

19.04 ~~Effective October 1, 2001, t~~ The College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of ~~\$300~~ **\$500** each two years, per person 18 years of age and over, and ~~\$300~~ **\$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. ~~Effective January 1, 2008, these maximums will be increased to \$400.~~

19.06 The College shall continue the present Group Basic Life Insurance Plan to provide term insurance coverage of ~~\$25,000~~ **\$75,000** on the life of the employee and to pay the full premium for full-time employees, subject to the eligibility requirement.

19.09 A For the purposes of premium calculation retirees are to be included in the pool of active employees.

Add NEW Letter of Understanding as follows:

The parties agree that the terms and conditions of the Group Insurance Plan shall be deemed to be part of the Collective Agreement.

PREGANCY AND PARENTAL LEAVE

NEW 22.01E

22.01 E **The College will not require an employee to take vacation entitlement concurrently with leave under this Article. On return from the leave, the employee may forego vacation time owing or may take any vacation as fully paid vacation. In any event, there shall be no reduction in the employee's annual salary as a consequence of taking the deferred vacation.**

HEALTH AND SAFETY

Amend 24.02 A and renumber as 24.02 A 1

24.02 A 1 The College will ~~make reasonable provision~~ **take all precautions reasonable in the circumstances to ensure** for the conditions of safety and health in the employees' work areas in the College by conforming with the provisions of the *Occupational Health and Safety Act* and Regulations. **Workplace inspections of all College worksites shall take place monthly.**

NEW 24.02 A 2

24.02 A 2 **The College will take all precautions reasonable in the circumstances to ensure the safety and health in the employees' work areas in the College by:**

- (i) ensuring adequate access to defibrillators and**
- (ii) ensuring protection against damage to the fertility of all employees and ensuring the protection of pregnant employees.**

Amend:

24.02 B Where the employee in the performance of duties uses **personal protective equipment or** safety equipment as required under the Occupational Health and Safety Act of Ontario, the College shall provide such equipment to the employee at no cost. Specific eligibility problems shall be resolved by the Joint Occupational Health and Safety Committee.

NEW 24.03

24.03 **The parties agree that Health and Safety training shall be delivered in accordance with the "Central Agreement for the Delivery of the Health and Safety Core Certification Program for the Colleges of Applied Arts and Technology" dated May 10, 1994. It is understood that Certification Parts 1 and 2 have replaced the Core Certification Program referenced herein.**

NEW

Letter of Understanding Re: Defibrillators in the Workplace

The College agrees that providing access to AEDs falls under the employer's duty to take every precaution reasonable in the circumstances for the protection of a worker. Every College shall have adequate AEDs (Automated External Defibrillators) in the workplace within six months from the date of ratification to ensure widespread access to AEDs.

The College agrees to establish, fund, and maintain an AED in the Workplace Program, in conjunction with its Joint Occupational Health and Safety Committee.

The College's AED In the Workplace Program will:

- (a) adhere to The Heart and Stroke Foundation of Ontario Automated External Defibrillator (AED) Program Guidelines and
- (b) Ensure maximum of a 5 minute response time
- (c) Establish a management system for the AED program including but not limited to:
 1. Coordination with local emergency medical services
 2. Integration with an overall emergency response plan for the worksite
 3. A training program in the use of AEDs
 4. Assessment of the proper number and placement of AEDs and supplies
 5. Scheduled maintenance and replacement of AED and ancillary equipment
 6. standardized methods to assess the efficacy of the program, and a system to remediate or improve components as necessary.
 7. Periodic review and modification of the Workplace AED program protocols

JOB SECURITY

Amend:

Probationary Period

27.02 B The probationary period shall also consist of 24 full months of non-continuous employment (in periods of at least one full month each) in a 48 calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month". If an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked, an additional full month shall be considered to be completed. **A day worked is any day during which the person performed any activities associated with assigned duties or the contract of employment.**

Seniority

27.03 E 3 A person who is covered by the Agreement and is permanently assigned a position with the College outside the Agreement after August 31, 1978, will be credited with and maintain seniority as at the date of assignment for ~~six years~~ **three years** thereafter while in the employ of the College. Should such person be permanently assigned to a position outside of the bargaining unit, within six months following a temporary assignment within the College outside the bargaining unit, the seniority accumulated during the temporary assignment shall not be credited to the person.

Layoff and Involuntary Transfer

27.06 A (viii)

(c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be ~~granted release from~~

~~all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period~~ entitled to 10 months of retraining. The period of retraining shall be at full salary and entitlements. In the event that the college assigns work to the employee during the 10 month period, the retraining period shall be extended so as to ensure that the employee receives the full 10-month retraining entitlement.

- (d) At the end of the retraining period the college shall reassess the competence and skill of the employee in respect of placement under Articles 27.06 A (i), (ii), (iii), (iv), and (v), and the employee shall be placed in a position with the college as per these Articles.
- (e) In the event that the retrained employee is not placed in accordance with 27.06 A (i), (ii), (iii), (iv), or (v), the employee shall be laid off without further notice or retraining.

Severance

27.10 A A Severance Pay Plan on lay-off provides for severance payment to full-time employees with two or more full years of continuous service up to a maximum payment at 23 or more years continuous service with the College, provided the employee gives the College written election of severance within ~~120 calendar days after termination of the notice period~~ **the recall period** and waives all **any remaining** recall rights under the Agreement. ~~(Employees should also refer to the *Employment Standards Act (Ontario)* regarding severance and recall).~~

Postings

27.11 A Notice will be posted in the College of all vacancies ~~of full-time positions~~ in the bargaining unit. Such notice will be posted for at least five working days. At the same time, notice of these vacancies will be sent to the Union Local President and shall be forwarded to the electronic Central Registry, maintained by the Council, where the notice shall remain posted for at least five working days

[website: <http://ontariocollegeemployment.ca>].

27.11B 1 Where a vacancy of a full-time position in the bargaining unit occurs and is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within ~~one month~~ **one year** prior to the posting shall be considered internal applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

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

27.11 B 2 **Vacant partial-load positions shall be filled with the applicant with the greater length of bargaining unit service with the College unless that person has been released previously because of unsatisfactory job performance, and provided that the applicant has the competence and skills to perform the requirements of the position.**

Personnel Lists

27.12 During the last week of September, January and May the College shall notify the Union Local President of all personnel covered by the Agreement hired or terminated since the last notification, together with the classification, location and Division or Department concerned **and courses taught**. At such times, the College shall also include notification of all hirings of personnel assigned to teach credit courses including, in particular, sessional appointments.

Discharge

27.14 B ~~It being understood that the release of an employee during the probationary period shall not be the subject of a grievance under Article 32, Grievance Procedures, but may be subject to the internal complaint process as referred to in 7.02 (iii), an~~ **An** employee who ~~has completed the probationary period and~~ is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance Procedures, or in the Expedited Arbitration Process.

General

27.16 DELETE

PERSONNEL RECORDS

Amend:

31.02 The employee shall receive a copy of any disciplinary notice to be placed in that employee's file. Where the College or a Board of Arbitration determines that any suspension or written disciplinary notations were without cause, such suspension or written disciplinary notation and grievances arising thereunder shall be removed from the employee's record.

Any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offences for the past three (3) years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.

GRIEVANCE PROCEDURE and EXPEDITED ARBITRATION PROCESS

Amend:

32.03A If a matter is referred to arbitration, the process contained in this Article shall apply or, ~~by mutual agreement of the College and the Union Local,~~ the process contained in Article 33, Expedited Arbitration Process, may be utilized. Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a Board of three arbitrators composed of an arbitrator appointed by each of the College and the Union and a third arbitrator who shall be Chair. The Chair shall be selected from the following panel:

Removal of G. Brent, D. Carter, R. McLaren - agreed

Propose to remove P. Picher

Addition of J. Bloch - agreed

Propose to add N. Jesin, D. Leighton, N. Dissanayake, J. Parmar

32.05 DELETE

32.09 The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. ~~Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal or group grievance shall not be by passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.~~ Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at Step One of the grievance procedure detailed in 32.02

33.01 In the event that a matter has been referred to arbitration, the referring party may indicate in the referral notice that it ~~wishes~~ **chooses** to utilize the Expedited Arbitration Process contained herein. ~~The other party will respond in writing within five days of receiving the request indicating whether it agrees. If the parties are in agreement, the following process will apply. Failing agreement, the process described in 32.03 A will apply.~~

33.02A (iii) The Union Local and the College shall attempt to agree on the number of days to initially be scheduled to hear the matter. Failing agreement, the arbitrator shall schedule two days. If the arbitrator is unable to offer a day to commence the hearing that is acceptable to the Union Local and to the College, and is within four months of the date the request is made, the parties may agree on another arbitrator to hear the grievance under the same conditions, or the parties may agree on a date outside of the four months. Neither party may refuse more than ~~two tentative arbitration dates~~ **one tentative arbitration date** for the same expedited grievance. Subsequent requests for adjournment will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

Letter of Understanding on page 138 Re: Grievance Scheduling

The parties agree that it is their mutual desire that complaints be adjusted as quickly as possible. In order to better achieve this goal, the parties further agree that for the purposes of the scheduling of grievance arbitrations, neither party shall be entitled to refuse more than ~~two tentative arbitration dates~~ **one tentative arbitration date** on any grievance.

Subsequent requests for adjournments will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

Amend the following in the Job Classification Plans for Positions in the Academic Bargaining Unit:

1. APPOINTMENT FACTORS

A) Experience: Relevant Teaching/Relevant Occupational

Amend 5th paragraph to read:

Relevant teaching experience means full years of teaching experience.

B) Relevant Formal Qualifications

Amend as follows:

- **CAAT and/or** University Degree - per year (level) completed: 1½ points
(Maximum of ~~6~~ **11** years)

- Formal integrated work/study program such as
P.Eng., C.A., C.G.A., C.M.A. (formerly R.I.A.),
Certified Journeyman **or other industry-specific,
government-approved licensing or certification** –
per year (level) completed: 1½ points
(Maximum of 5 years)

(Note that, for apprenticeship work/study programs, the 5-year maximum will be granted where the person has completed the required number of hours of training in accordance with the current Trades Qualification and Apprenticeship Act.)

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

~~* "Journeyman" to be replaced with appropriate term when the Trades Qualification and Apprenticeship Act is amended.~~

C) Computing Initial Placement

- i) The minimum qualifications requirement is a count of **[8 minus the lowest step on the grid]** points based upon the appointment factors. This calculation corresponds to the minimum rate. (This is not intended to preclude a College from hiring an individual whose qualifications and experience total less the minimum rate. In such cases, however, the individual would be hired at the minimum of the scale.)
- ii) Computation of the initial salary is, therefore, $A + B - \text{[8 - lowest step]}$. The product is rounded to the next higher number, e.g.

$$A = 8 \text{ points}$$

$$B = 4\frac{1}{2} \text{ points}$$

$$A + B = 12\frac{1}{2} \text{ points}$$

$$12\frac{1}{2} - \text{[8 - 6]} = 10\frac{1}{2} = 11$$

The starting position is the corresponding step (**Step 11**) on the scale.

- iii) No individual will have a starting salary of less than the minimum on the salary scale.

2. PROGRESSION FACTORS

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to three additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

Where additional steps are granted, the College shall ensure that the reasons are in keeping with the stated criteria herein, that there is no discrimination in the decisions, and that the union shall be informed of the rationale.

SALARY

Salary Schedules for full-time Professors, Counsellors and Librarians

14.03 A 1 (a)

STEP LEVEL	Effective September 1, 2009	Effective September 1, 2010	Effective September 1, 2011
Step 6	57,353		
Step 7	59,987	62,087	64,260
Step 8	62,620	64,812	67,080
Step 9	65,251	67,534	69,898
Step 10	67,883	70,259	72,718
Step 11	70,515	72,983	75,537
Step 12	73,148	75,708	78,357
Step 13	75,780	78,432	81,178
Step 14	78,413	81,157	83,998
Step 15	81,046	83,882	86,818
Step 16	83,679	86,608	89,639
Step 17	86,303	89,323	92,450
Step 18	88,929	92,042	95,263
Step 19	91,553	94,757	98,073
Step 20	94,177	97,473	100,885
Step 21	96,801	100,190	103,696
Step 22	99,425	102,905	106,506
Step 23		105,620	109,317

Control Point Table

14.03 A 2 (b) DELETE and replace with the following:

Effective September 1, 2009, the control point shall be Step 14.

Effective September 1, 2010, the control point shall be Step 15.

14.03 A 2 (c)

Salary Schedules for full-time Instructors

STEP LEVEL	Effective September 1, 2009	Effective September 1, 2010	Effective September 1, 2011
Minimum			
Step 1	40,366		
Step 2	42,995	44,500	46,058
Step 3	45,626	47,223	48,876
Step 4	48,261	49,950	51,698
Step 5	50,892	52,674	54,517
Step 6	53,524	55,397	57,336
Step 7	56,157	58,122	60,156
Step 8	58,790	60,848	62,978
Step 9	61,423	63,573	65,798
Step 10	64,056	66,298	68,618
Step 11	66,688	69,022	71,438
Step 12		71,747	74,258

Guidelines

14.03 A 4 DELETE

General

14.03 A 8 DELETE

Post-Secondary Partial-Load Professors

STEP LEVEL	Effective September 1, 2009	Effective September 1, 2010	Effective September 1, 2011
Step 6	36.38		
Step 7	48.42	50.11	51.87
Step 8	50.45	52.22	54.04
Step 9	52.49	54.33	56.23
Step 10	54.51	56.42	58.40
Step 11	56.55	58.53	60.58
Step 12	58.60	60.65	62.77
Step 13	60.62	62.74	64.94
Step 14	62.66	64.86	67.13
Step 15	64.69	66.96	69.30
Step 16	66.73	69.06	71.48
Step 17	68.77	71.18	73.67
Step 18	70.80	73.28	75.85
Step 19	72.84	75.39	78.03
Step 20	74.89	77.51	80.22
Step 21	76.93	79.62	82.40
Step 22	78.96	81.73	84.59
Step 23		83.84	86.77

Post-Secondary Partial Load Instructors

STEP LEVEL	Effective September 1, 2009	Effective September 1, 2010	Effective September 1, 2011
Minimum			
Step 1	31.21		
Step 2	33.24	34.40	35.60
Step 3	35.27	36.51	37.79
Step 4	37.31	38.61	39.96
Step 5	39.36	40.73	42.16
Step 6	41.38	42.83	44.33
Step 7	43.41	44.93	46.50
Step 8	45.44	47.03	48.68
Step 9	47.47	49.13	50.85
Step 10	49.53	51.26	53.05
Step 11	51.58	53.39	55.26
Step 12		55.52	57.46