



TO: CAAT Academic Faculty Members
FROM: The Faculty Negotiating Team
DATE: September 1, 2009
RE: Management Contract Proposals

The enclosed contract offer from the Council is their position at the bargaining table as of August 31, 2009. The Union has advised the Council that this offer stands no chance of ratification and that the faculty team cannot recommend it to our membership.

As in the past 2 rounds of negotiations, management has added marginal commentary to their offer. These comments to the right of the actual proposed Collective Agreement language are misleading and generally inaccurate. They are intended to influence opinion. The Union accepts the employer's right to hype and try to peddle their proposals, but we believe it is quite improper to do so in the offer of settlement itself.

The practice is not at all helpful to negotiations or to the relationship between the parties. Phrases like "add clarity" and "provide teachers with a collegial approach" are intended to be attractive but they are misrepresentations. The Union has considered simply removing the offensive commentary, but takes the position that, at the end of the day, faculty will see through the flimflam when they look seriously at the actual wording of the offer.

Just to look at a couple of examples of the misleading nature of the marginal commentary, the very first comment advises that the accompanying proposal is to "Clarify that Colleges can assign teaching and/or complementary functions during the 36/38 week period and clarify that Article 11.08 applies to the remainder of the academic year." The truth is that the Collective Agreement allows management only to assign 44 hours of workload in weeks when there actually are teaching contact hours. This proposal is designed to allow the college to assign 44 hours for up to 38 weeks even in weeks when there is no teaching. For a teacher with 32 weeks of teaching, for example, this amounts to 176 additional assignable workload hours for a post-secondary teacher and 264 additional hours for a non-post-secondary teacher. Under the existing language, the four additional weeks of assignment would be covered under Article 11.08 which gives the teacher a right to self-determine activities or come to an agreement with the

supervisor. In reality, this proposal does not clarify at all. It extends management's control of a teacher's activities.

The accompanying necessary amendment for the employer to achieve this major takeaway is in Article 11.02 A 2. They say in the margin that the change here is to "clarify that teachers may be assigned functions in lieu of teaching during the teaching period." Nonsense. The proposed amendment is to give the manager the right to assign 44 hours on a SWF without any teaching. That is why they proposed to add the words "any" and "or" to the Article. It is a major concession demand cloaked as something to help clarity.

Another example – when describing the proposal for "Modified Workload Arrangements," the offer states that "the Workload Task Force recognized and supported the need for more flexibility in faculty workload arrangements." Well yes, the Task Force does support some more flexibility, but nothing like what is proposed in this demand. The Task Force supports a very limited form of flexibility and that any greater level of flexibility has to be tempered and constrained by strict limits and by a guarantee that workloads will not increase. In this instance, the marginal comment is deceptive because of what it leaves out – a different kind of deceit but no less misleading.

The Union encourages all members to read what is the current offer – judge it by what it actually says not by the way it is being marketed. If you are unsure, please ask your Union Local representatives who are familiar with contract language and can assist

Management Offer for Settlement

August 29, 2009

Salary Schedules for full-time Professors, Counsellors and Librarians

14.03 A 1 (a) The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Professors, Counsellors and Librarians.

Step Level	Effective Sept. 1, 2009 1.25%	Effective Sept. 1, 2010 1.50%	Effective Sept. 1, 2011 1.50%	Effective Sept. 1, 2012 2.00%
Step 5	\$56,379	\$57,225	\$58,083	\$59,245
Step 6	\$58,968	\$59,853	\$60,750	\$61,965
Step 7	\$61,556	\$62,479	\$63,416	\$64,685
Step 8	\$64,142	\$65,104	\$66,081	\$67,402
Step 9	\$66,730	\$67,731	\$68,747	\$70,122
Step 10	\$69,317	\$70,357	\$71,412	\$72,840
Step 11	\$71,905	\$72,983	\$74,078	\$75,560
Step 12	\$74,493	\$75,610	\$76,744	\$78,279
Step 13	\$77,081	\$78,237	\$79,410	\$80,999
Step 14	\$79,669	\$80,864	\$82,077	\$83,718
Step 15	\$82,258	\$83,491	\$84,744	\$86,439
Step 16	\$84,836	\$86,109	\$87,401	\$89,149
Step 17	\$87,418	\$88,730	\$90,060	\$91,862
Step 18	\$89,997	\$91,347	\$92,717	\$94,572
Step 19	\$92,577	\$93,966	\$95,375	\$97,283
Step 20	\$95,157	\$96,584	\$98,033	\$99,994
Step 21	\$97,736	\$99,202	\$100,690	\$102,703

Salary Schedules for full-time Instructors

14.03 A 1 (c) The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Instructors.

* Control Point of Range

Step Level	Effective Sept. 1, 2009 1.25%	Effective Sept. 1, 2010 1.50%	Effective Sept. 1, 2011 1.50%	Effective Sept. 1, 2012 2.00%
Minimum	\$37,088	\$37,644	\$38,209	\$38,973
Step 1	\$39,680	\$40,275	\$40,879	\$41,697
Step 2	\$42,265	\$42,899	\$43,542	\$44,413
Step 3	\$44,851	\$45,523	\$46,206	\$47,130
Step 4	\$47,441	\$48,152	\$48,875	\$49,852
Step 5*	\$50,028	\$50,778	\$51,540	\$52,571
Step 6	\$52,615	\$53,404	\$54,205	\$55,289
Step 7	\$55,203	\$56,031	\$56,871	\$58,008
Step 8	\$57,791	\$58,658	\$59,538	\$60,729
Step 9	\$60,379	\$61,285	\$62,204	\$63,448
Step 10	\$62,967	\$63,912	\$64,871	\$66,168

26.04 The following tables indicate the hourly rate paid at each step for partial-load employees. For progression on the grid, refer to 26.10 B.

Post-Secondary Partial-Load Professors

Step Level	Effective Sept. 1, 2009 1.25%	Effective Sept. 1, 2010 1.50%	Effective Sept. 1, 2011 1.50%	Effective Sept. 1, 2012 2.00%
Step 5	\$75.32	\$76.45	\$77.60	\$79.15
Step 6	\$78.79	\$79.97	\$81.17	\$82.80
Step 7	\$82.25	\$83.48	\$84.73	\$86.43
Step 8	\$85.70	\$86.98	\$88.29	\$90.05
Step 9	\$89.17	\$90.51	\$91.87	\$93.70
Step 10	\$92.60	\$93.99	\$95.40	\$97.31
Step 11	\$96.07	\$97.51	\$98.97	\$100.95
Step 12	\$99.54	\$101.03	\$102.55	\$104.60
Step 13	\$102.97	\$104.52	\$106.08	\$108.21
Step 14	\$106.44	\$108.04	\$109.66	\$111.85
Step 15	\$109.90	\$111.55	\$113.22	\$115.48
Step 16	\$113.35	\$115.05	\$116.78	\$119.11
Step 17	\$116.82	\$118.57	\$120.35	\$122.76
Step 18	\$120.27	\$122.08	\$123.91	\$126.39
Step 19	\$123.74	\$125.59	\$127.48	\$130.03
Step 20	\$127.21	\$129.12	\$131.06	\$133.68
Step 21	\$130.67	\$132.63	\$134.62	\$137.32

Non-Post-Secondary Partial-Load Professors

Step Level	Effective Sept. 1, 2009 1.25%	Effective Sept. 1, 2010 1.50%	Effective Sept. 1, 2011 1.50%	Effective Sept. 1, 2012 2.00%
Step 5	\$67.79	\$68.80	\$69.84	\$71.23
Step 6	\$70.93	\$71.99	\$73.07	\$74.53
Step 7	\$74.01	\$75.12	\$76.25	\$77.78
Step 8	\$77.13	\$78.29	\$79.46	\$81.05
Step 9	\$80.24	\$81.44	\$82.67	\$84.32
Step 10	\$83.35	\$84.60	\$85.87	\$87.59
Step 11	\$86.47	\$87.76	\$89.08	\$90.86
Step 12	\$89.58	\$90.92	\$92.28	\$94.13
Step 13	\$92.69	\$94.08	\$95.50	\$97.41
Step 14	\$95.80	\$97.24	\$98.70	\$100.67
Step 15	\$98.90	\$100.38	\$101.89	\$103.93
Step 16	\$102.03	\$103.56	\$105.11	\$107.22
Step 17	\$105.14	\$106.72	\$108.32	\$110.48
Step 18	\$108.26	\$109.88	\$111.53	\$113.76
Step 19	\$111.38	\$113.05	\$114.74	\$117.04
Step 20	\$115.88	\$117.62	\$119.38	\$121.77
Step 21	\$120.38	\$122.18	\$124.01	\$126.49

Post-Secondary Partial-Load Instructors

Step Level	Effective Sept. 1, 2009 1.25%	Effective Sept. 1, 2010 1.50%	Effective Sept. 1, 2011 1.50%	Effective Sept. 1, 2012 2.00%
Minimum	\$49.53	\$50.27	\$51.03	\$52.05
Step 1	\$53.01	\$53.81	\$54.62	\$55.71
Step 2	\$56.46	\$57.30	\$58.16	\$59.33
Step 3	\$59.92	\$60.82	\$61.73	\$62.97
Step 4	\$63.37	\$64.32	\$65.29	\$66.59
Step 5	\$66.86	\$67.86	\$68.88	\$70.25
Step 6	\$70.30	\$71.35	\$72.42	\$73.87
Step 7	\$73.74	\$74.85	\$75.97	\$77.49
Step 8	\$77.19	\$78.35	\$79.53	\$81.12
Step 9	\$80.64	\$81.85	\$83.07	\$84.73
Step 10	\$84.13	\$85.39	\$86.67	\$88.40

Non-Post-Secondary Partial-Load Instructors

Step Level	Effective Sept. 1, 2009 1.25%	Effective Sept. 1, 2010 1.50%	Effective Sept. 1, 2011 1.50%	Effective Sept. 1, 2012 2.00%
Minimum	\$44.58	\$45.25	\$45.93	\$46.85
Step 1	\$47.70	\$48.41	\$49.14	\$50.12
Step 2	\$50.81	\$51.57	\$52.34	\$53.39
Step 3	\$53.94	\$54.74	\$55.57	\$56.68
Step 4	\$57.01	\$57.87	\$58.74	\$59.91
Step 5	\$60.14	\$61.04	\$61.96	\$63.20
Step 6	\$63.26	\$64.21	\$65.17	\$66.48
Step 7	\$66.36	\$67.35	\$68.36	\$69.73
Step 8	\$69.49	\$70.53	\$71.59	\$73.02
Step 9	\$72.58	\$73.66	\$74.77	\$76.27
Step 10	\$75.72	\$76.86	\$78.01	\$79.57

Workload Proposals Presented as a Package for Settlement Clarifying Teaching and Non-Teaching Periods

11.01 B 1 Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are **may be** teaching contact hours for teachers in post-secondary programs and for up to 38 weeks in which there are **may be** teaching contact hours in the case of teachers not in post-secondary programs. **This shall be deemed the teaching period.**

The balance of the academic year **beyond the 36-week period or the 38-week period shall be referred to as the non-teaching period(s)** and shall be reserved for complementary functions and professional development pursuant to Article 11.08.

11.01 D 3 (ix) - Delete

11.01 E 2 (iv) – Delete and add new 11.01 E 3

11.01 E 3 (New) 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. 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 on that apportionment.

Where two-thirds of these teachers reach agreement, and the supervisor agrees, 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 requirements of any relevant accreditation requirements or evaluation requirements of other organisations with which the College has partnership agreements.

- *Clarify that Colleges assign teaching and/or complementary functions during the 36/38 week period and clarify that Article 11.08 applies to the remainder of the academic year.*

- *Move the concepts in this sub-article into 11.01 F.*

- *Provide teachers a collegial approach for establishing method(s) of evaluation used in their program(s).*

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

Notwithstanding the preceding, where a teacher(s), 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 **by two-thirds of the teachers and the supervisor otherwise the teacher(s) will abide by the approved course outline.** 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 disputes between the group and the supervisor concerning the method of evaluation, or the proportionate attribution of hours where more than one evaluation method is to be used, may be referred by the group, or by the supervisor to WMG and WRA for resolution.

11.01 F 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 **and recorded on the SWF.** **Complementary functions include curriculum review, course development and other duties or responsibilities appropriate to the professional role of a teacher pursuant to the class definition.**

- *Clarify the scope of complementary functions related to the professional role of a teacher.*

An allowance of a minimum of six 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 hours for normal administrative tasks.

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 (New) The attribution of four 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 **275** 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 teacher will discuss the issue with his/her supervisor. Possible means of alleviating the concern should be considered 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 0.01 hour for every student in excess of **275**.

- *Provide to faculty more support or time when they have unusually large numbers of students in their courses.*

11.01 H 4 (New) The employee may 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.

- *Clarify that teachers may be reimbursed for costs related to professional development.*

11.02 A 2 The SWF shall include all details of the total workload including **any** 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/or complementary functions.

- *Clarify that teachers may be assigned functions in lieu of teaching during the teaching period.*

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 shall discuss such difference as a complaint with the teacher's immediate supervisor.

- *Include access to the workload resolution process for issues arising from Modified Workload Arrangements.*

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 in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the teacher 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.

Failing settlement of such a complaint, a teacher 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.

(b) Grievances arising with respect to Article 11, Workload, other than 11.01, 11.02 **and 11.09** shall be handled in accordance with the grievance procedure set out in Article 32, Grievance Procedures.

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) **(New) reviewing specific disputes pursuant to 11.01 E 3 and where possible resolving such disputes;**
(Renumber subsequent)

- *Include access to the workload resolution process for issues relating to method(s) of evaluation.*

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;
- (ii) level of teaching and experience of the teacher and availability of technical 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;
- (vi) availability of time for the 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;
- (xi) introduction of new technology;
- (xii) the timetabling of workload;
- (xiii) level of complexity and rate of change in curriculum;
- (xiv) **requirements for applied research;**
- (xv) **required translation of materials.**

- *Identify additional variables which may affect assignments.*

11.02 E 1 – Delete and replace with the following:

11.02 E 1 If, following a review by the WMG of an individual workload assignment which has been forwarded to the WMG, or a matter referred by a teacher, or by a supervisor or group referenced in Article 11.01 E 3, the matter is not resolved, that party shall be so advised in writing. The matter may then be referred by the teacher, or by a supervisor or group referenced in Article 11.01 E 3, 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.

11.02 E 2 If the teacher, **or supervisor or group referenced in Article 11.01 E 3,** does not refer an assignment to the WRA within one week of the receipt ~~by the 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 9 Having regard to the procedures set out herein for the resolution of disputes arising under 11.01, 11.02, **or 11.09** no decision of the WMG or award of the WRA is subject to grievance or any other proceeding.

11.04 B 4 (New) The employee may 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.

- *Clarify that counsellors and librarians may be reimbursed for costs related to professional development.*

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.

- *Incorporate the Letter of Understanding concerning Article 11.08 and the concepts in 11.01 G 1 into the Article to make it clearer.*

Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.

~~Such activities will neither be recorded nor scheduled except as in accordance with 11.01 G 1.~~

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.

Modified Workload Arrangements

11.09 A 1 (New) In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union. The consent of the Local Union may not be unreasonably withheld.

- *The Workload Task Force recognized and supported the need for more flexibility in faculty workload arrangements.*

11.09 A 2 (New) In order for a Modified Workload Arrangement to be implemented, at least two thirds (2/3) of the teachers involved and their manager must agree. Teachers not in agreement must be given the option of having the regular provisions of Article 11 apply to their workload assignment.

- *This proposal allows teachers and the managers in their respective areas to design workload arrangements that best meet the student and faculty needs.*

11.09 A 3 (New) No more than 20% of the full-time teachers at a College may be participating in Modified Workload Arrangements at the same time.

11.09 A 4 (New) The Modified Workload Arrangement may apply for any period of assignment, but no longer than the life of the collective agreement. Each Modified Workload Arrangement will have a start and end date.

11.09 A 5 (New) If the Modified Workload Arrangement extends beyond an academic year, the limits of 11.01 K will be cumulative over the length of the Plan and 11.01 K 4 will not be applied unless the cumulative limits are exceeded.

11.09 A 6 (New) The Modified Workload Arrangement shall document the details of the proposed workload assignments and schedules and shall be provided to the teachers and to the Local Union. It shall specify what provisions of Article 11 will not apply to the Modified Workload Arrangement, the start and end dates, the total teaching contact hours, and total contact days assigned to each teacher during the period. If the Local Union does not indicate in writing within five (5) days of the 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 7 (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.

- *The Union can refuse to allow teachers and their managers to implement the agreed upon workload plan but such refusal is subject to a standard of reasonableness.*

11.09 B 1 (New) 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 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 may consider any one or more of the following factors along with any other factor the WRA deems appropriate.

- whether it enhances or diminishes the quality of learning for students.
- whether it may lead 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 participating teachers.
- whether it may lead 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.

- *A workload arbitrator will resolve any dispute.*

Appendix 1- Standard Workload Form (Package)

- Modify SWF to delete reference to partial-load, sessional and part-time.
- Modify SWF by changing "complementary functions for academic year" to "complementary functions for academic year or SWF period."
- Add column to SWF for "additional attributed" in evaluation section.

Delete Letter of Understanding Re: Article 11.08

Letter of Understanding Re: Workload Task Force

Delete upon successful resolution of workload issues.

Letter of Understanding Re: Workload Pilots

Delete upon successful resolution of workload issues.

Other Proposals

Article 14 - Salaries Maximum Salary Table

- *Recognize College Degrees.*

(b) The following table indicates the maximum salary level attainable by an employee based on that employee's relevant formal education levels and equivalencies.

Maximum Step Level Attainable	Required Qualifications
Step 21	A minimum of a 4-year Canadian University Baccalaureate Degree, or equivalent; C.G.A.; P.Eng.; C.A.; C.M.A. (formerly R.I.A.)
Step 19	3-year CAAT Diploma or General Pass University Degree or Certified Journeyman* holding equivalent qualifications**
Step 18	2-year CAAT Diploma or Certified Journeyman*
Step 17	1-year post-secondary certificate
Step 16	No formal post-secondary diploma, certificate or degree

Post Retirement Life Insurance Plan

19.09 C Effective October 1, 1992, the College shall make available to a retiring employee, at the time of retirement, life insurance coverage to age 75 in the amount of \$10,000, with the retiree to pay 100% of the premium. ~~It is understood that for experience rating purposes, active employees and retirees shall be considered to constitute one group.~~

- *Retirees have alternate insurance plan entitlements. This will reduce the premium costs for full-time employees.*

Article 22 – Pregnancy and Parental Leave

22.01 E The College **shall** not require an employee to take vacation entitlement concurrently with leave under this Article. **On return from the leave, an employee may forego vacation time owing.**

Article 24 – Health and Safety

24.02 A 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.

Article 27 - Job Security

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

- (i) a full-time employee who has completed a probationary period at the same, or another Ontario College of Applied Arts and Technology **within the previous six (6) years**, and is hired by the College in the same classification which the employee held during the previous probationary period.
(...)
- (iv) a full-time librarian who holds a ~~Bachelor's Degree in Library Science or a Master's Degree in Library~~ **and Information Studies or equivalent degree from an American Library Association accredited institution** Science and who has one year or more of full-time experience as a professional librarian in a Canadian Province or Territory **within the previous six (6) years**.

- *Before reducing probation, ensure teachers' experience is current.*

Article 32 – Grievance Procedures

32.03 A 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:

- *Update arbitrators list.*

G. Brent	R. MacDowell
H. Brown	R. McLaren
D. Carter	M. Picher
L. Davie	P. Picher
J. Devlin	O. Shime
R. Howe	D. Starkman
P. Knopf	S. Tacon
<u>J. Bloch</u>	N. Jesin
M. E. Cummings	D. Leighton
R. Herman	M. Nairn
W. Kaplan	C. O'Neil

(...)

32.03 D The arbitration board shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith; nor to deal with any matter that is not a proper matter for grievance under this Agreement. **Section 14 (16) of the *Colleges Collective Bargaining Act 2008* shall not apply.**

- *Maintain the mandatory time limits in the Collective Agreement.*

**Appendix III
Dental Plan
Covered Dental Services and Procedure Codes**

- *CA Administration*
- *Codes are reviewed every year*

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

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

SCHEDULE A, B, C, D

Refer to Article 19 for specific coverage

SCHEDULE E

Refer to Article 19 for specific coverage

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

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

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

Letters of Understanding

Include a reference in each Letter of Understanding as to when it was first introduced.

- *This will bring clarity to the relevance of the letters of understanding.*

Letter Re: Sick Leave Credit Transfers

This is to confirm the understanding reached at negotiations that an employee hired by a College of Applied Arts and Technology without a break in service from a previous College of Applied Arts and Technology will have college earned sick leave credits recognized by the employing College at the employee's option. However, the vesting period for gratuity purposes will not be transferable and will recommence with the date of employment at the hiring College.

~~Subject to the provisions of the pension plans, if re-employment takes place within 18 months the pension plan will continue for affected employees, if a refund has not been paid. However, if a refund has been paid, the employee may take advantage of the "prior service option".~~

Re: Classification Task Force (New)

The parties agree to undertake a task force to determine if there are additional bargaining unit teaching classifications that would effectively assist in academic related activities.

The task force will consider:

- (i) classification structures in other post-secondary institutions;
- (ii) the nature of the responsibilities;
- (iii) the interaction with other classifications;
- (iv) qualifications;
- (v) salary schedules;
- (vi) any other related issues.

In order to implement the task force, the Union and the Council shall each appoint two (2) persons to sit on the task force. The parties will choose an independent Chair. Failing agreement on the Chair, William Kaplan will make the appointment.

The appointment shall be completed within three (3) months of the ratification of this Collective Agreement.

The task force will make recommendations to the parties, including possible amendments to the Collective Agreement and any recommendations it considers appropriate. The work of the task force will be completed no later than six (6) months prior to the expiry of the Collective Agreement.

The parties are responsible for the costs of their nominees. Other funding for the task force, including the Chair and any costs associated with research or consultation as may be mutually agreed, shall be shared equally by the parties.

- *Entitlements are governed by the provisions of the pension plan. Not a negotiable item under CCBA.*

- *It is important to continue to ensure that full-time faculty can contribute effectively to support the diverse educational needs of students and the various delivery methods being utilized to support student learning and success.*

Class Definition - Librarian (New)

This class covers the position of a Librarian which combines the theoretical knowledge of library science, information studies and subject disciplines with the practical application of educational technologies for the purposes of information storage, retrieval and dissemination. Librarians are members of an academic community who share with faculty colleagues in the responsibility of imparting life-long learning skills to students and are responsible for the collection, dissemination, and organization of bibliographic and learning resources in the College. Librarians may assist with administrative functions or provide guidance to support staff assigned to their areas of responsibility.

Librarians may be responsible for specific academic subject areas or a particular function within the organization. Areas may include collection and resource development, information provision and dissemination, information literacy instruction and staff training, cataloguing, library computer systems coordination, outreach, scholarly communications, and project planning. Academic librarians monitor current trends and services in the field and provide leadership in library and information services development.

Other related duties may be assigned. Librarians are accountable to the College through designated management personnel and are assigned specific roles and tasks by management on hiring or re-assignment.

Qualifications: Master of Library and Information Studies or equivalent degree from an American Library Association accredited institution.

- *The Librarian classifications were merged into one classification. The proposed classification was developed with input from the Heads of Libraries and Learning Resources Committee.*

Agreed-To Items:

This offer includes previously agreed-to items, subject to ratification.