



TO: CAAT Academic Faculty Members  
FROM: The Faculty Negotiating Team  
DATE: September 1, 2009  
RE: Union Proposals for Settlement

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Attached is the proposed contract language that the Union has presented for improvements to the Collective Agreement. While the actual contract language is drafted by the bargaining team, these proposals are all based on motions passed by faculty members at each College and then by a provincial demand setting meeting with delegates from all colleges. Bargaining priorities are also set in those local and provincial meetings. The Union has also been guided by the Report of the Workload Task Force, released in March, 2009. That Task Force was created after the faculty strike of 2006.

The top three priorities the team was directed to pursue were, in order, workload, salary, and academic freedom. You will see in the enclosed document that there are other items and priorities as well still to be negotiated. The Union knows that faculty will not get everything that remains in our position, but management has to accept more of the faculty proposals if there is to be a settlement.

The Workload Task Force endorses two of the faculty's top three priorities. (Their mandate was restricted to workload matters, so there is no comment on salary issues.) From the outset of bargaining, the Union has taken the position that any settlement must adopt the recommendations of the Workload Task Force. For that reason, the Union has tabled a proposal for "Modified Workload Arrangements." These respond to and reflect the recommendation of the Task Force for some greater flexibility in scheduling workload. Modified workload arrangements were not a faculty demand or desire. The Union has consistently held to the position that the parties cannot reach a settlement by cherry-picking those Task Force recommendations they like.

Further, the Union proposals are true to the spirit, intent, and letter of the Task Force Report. In contrast, management's proposals ignore much of the Task Force Report,

including and notably, the recommendation for academic freedom. The recommendation to increase workload scheduling flexibility, they expand greatly beyond the Task Force Report.

The Union's salary proposal is near the end of the document, page 54. The proposed increase represents a 4.5% increase in each of two years, plus a step added to and a step deleted from the salary schedule. This proposal is designed to maintain the college faculty relationship with our historical referent or comparator groups, Ontario secondary school and Ontario university teachers.

*[Hourly rates for Partial-load teachers – page 32 – may appear to be decreased. This is not the case. The Partial-load salaries are based on workload hours and a full partial load would be 26 hours per week, not the current 12 hours for teaching only.]*

If you have questions about any of the faculty proposals please contact your union local or email the bargaining team at [caata@opseu.org](mailto:caata@opseu.org)

For the Faculty Bargaining Team,

Ted Montgomery, Chair

# Union Proposal Proposal for Settlement August 28, 2009

## STAFFING

**NEW** 2.01 as follows and renumber the remaining articles:

**2.01**            **The College shall assign to full-time academic employees in the bargaining unit not fewer than 80% of the credit courses which the College offers.**

Amend:

**2.02**            The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions, as defined in Article 26, Partial-Load Employees, subject to the following operational requirements: the quality of programs, attainment of the program objectives, and the need for special qualifications.~~and the market acceptability of the programs to employers, students, and the community.~~

**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.**

Amend:

27.05 (iii)    If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for the selection of the employees affected and the availability of alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-load and part-time or sessional teaching positions, **subject to Article 2**, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the quality of the programs, their economic viability,

attainment of program objectives, **and** the need for special qualifications. ~~and the market acceptability of the programs to employers, students and the community.~~ The CESC may require that further meetings be held.

#### Appendix V 2

A sessional employee is defined as a ~~full-time employee appointed on a sessional basis~~ **person hired to replace a full-time regular employee** for up to 12 full months of continuous or non-continuous accumulated employment in a 24 calendar month period. Such sessional employee may be released upon two weeks' written notice and shall resign by giving two weeks' written notice.

#### Appendix V 4

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

### 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 B1
- (a) Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours ~~for teachers in post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.~~
  - (b) The balance of the academic year shall be reserved for complementary functions and professional development.
  - (c) Workload factors to be considered are:
    - (i) teaching contact hours
    - (ii) attributed hours for preparation
    - (iii) attributed hours for evaluation and feedback
    - (iv) attributed hours for complementary functions
- 11.01 D 1 **Minimum** weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:
- 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 of 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 **Minimum** weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

And add column to SWF for Additional Attributed.

Change Essay or project to **1:0.0485** per student

Change Routine or assisted to **1:0.025** per student

Change In-process to **1:0.015** per student

11.01 E 2 (iv) DELETE

Add NEW 11.01 E 3 and renumber subsequent

**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, but the supervisor does not agree, 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.

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 disputes between 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, may be referred by the group or by the supervisor to the WMG and WRA for resolution.

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

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

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~~ **eight** 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~~ **four** 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.

**NEW**

**11.01 H 4 The employee shall be reimbursed for any necessary and reasonable costs associated with such professional development.**

Amend:

11.01 I Teaching contact hours for a teacher in post-secondary programs shall not exceed 18 in any week. ~~Teaching contact hours for a teacher not in post-secondary programs shall not exceed 20 in any week.~~

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

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

11.01 K 4 Delete article.

**NEW**

**11.01 K 5 Teachers who are assigned to be on standby or on-call shall be credited with additional time on the SWF calculated at 10 minutes for each hour of standby or on-call. Teachers who are called in shall have the call-in time credited on the SWF on an hour for hour basis.**

Amend:

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

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

**NEW**

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

Add the following as NEW 11.02 A 1 (b) and renumber subsequent:

**11.02 A 1 (b)** **Prior to the establishment of a total workload for any Counsellor or Librarian, the supervisor shall discuss the proposed workload with the Counsellor or Librarian and complete the Counsellor/Librarian Workload Form (CLWF), attached as Appendix II, to be provided by the College. The supervisor shall give a copy to the Counsellor or Librarian not later than six weeks prior to the beginning of the assignment excluding holidays and vacations.**

renumber the current (b) as (c) and amend as follows:

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

11.02 A 2 The SWF shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size,

attributed hours, contact days, language of instruction and complementary functions.

**The CLWF shall include all assigned duties and time allocated thereto and including, where applicable, any assigned teaching, attributed preparation, evaluation and feedback and complementary functions.**

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

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

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.

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

Failing settlement of such a complaint, ~~a teacher~~ **an employee** 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) 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 pursuant to 11.01 E 3 and where possible resolving such disputes;**

11.02 C 1 renumbered as per June 10 proposal

(v) reviewing individual workload assignments where requested by the ~~teacher~~ **employee** or the Union Local and, where possible, resolving the disputes;

- 11.02 C2 Amend the following
- (ii) level of teaching and experience of the ~~teacher~~ **employee** and availability of technical and other resource assistance;
  - (vi) availability of time for the ~~teacher's~~ **employee's** professional development;
  - (viii) lead time for preparation of ~~new and/or changed schedules~~;

**NEW**

- (xiv) **requirements for basic and applied research and scholarship**
- (xv) **numbers of students to be counselled;**
- (xvi) **nature of students to be counselled;**
- (xvii) **assigned liaison;**
- (xviii) **size, amenity, and availability of counselling facilities;**
- (xix) **numbers of students using the library facilities**
- (xx) **size, amenity, and availability of library facilities;**
- (xxi) **size and nature of library collection and circulation.**

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

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.**

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

**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 4 The College and the Union Local will provide to a WRA the ~~SWF~~ **SWF/CLWF** and any other documents which were considered by the WMG in its deliberations and such other information as the WRA considers relevant.

11.02 F 5 A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, that the WRA shall discuss the matter with the ~~teacher~~ **employee**, the ~~teacher's~~ **employee's** supervisor, and whomever else the WRA considers appropriate.

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

- 11.02 F 8 The award of the WRA shall be final and binding on the parties and the ~~teacher~~ **employee**, and shall have the same force and effect as a Board of Arbitration under Article 32, Grievance Procedures.
- 11.02 F 9 Having regard to the procedures set out herein for the resolution of disputes arising under ~~11.01 and 11.02~~ **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.
- 11.02 F 11 Where a referral is made to the WMG or the WRA by more than one ~~teacher~~ **employee**, references in the article to "~~teacher~~" "employee" shall be read as "~~teachers~~" "**employees**".
- 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) Counsellors shall determine the scheduling of student appointments within the 35 hour week.**
- 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.**
- add NEW 11.04 B 4
- 11.04 B 4 The employee shall be reimbursed for any necessary and reasonable costs associated with such professional development.**
- 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~~ **workloads** on the part of persons who are excluded from or not included in the **full-time** academic bargaining unit.

The parties agree that the weekly limits of Article 11.01, Workload, shall apply to all such persons for the purpose of determining reasonable workloads, and that the workload formula will be used to determine weekly workload.

11.06 The teacher shall inform the College of any employment, consulting or teaching activity performed outside the College during the period of assigned workload.

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 needs of **specific clinical, studio, field placement or group work programs 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 (a), 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 probationary teachers the lowest workload limit of other teachers in that department/program shall be used.
- iii) Where all the teachers in the department/program are probationary 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 implemented 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.

- 11.09 A 7 (NEW)** The total number of teachers assigned in accordance with the Modified Workload Agreement shall not exceed five percent (5%) 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 enhances or diminishes the quality of learning for students
  - whether it ~~leads 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 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 teachers 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, in the formulation of budgets, or in the formulation of organization objectives and policy.** 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:

*This form will be used within all Colleges in the assignment of teacher workloads. It is understood that this form may require revision by the EERC.*

**APPENDIX I  
STANDARD WORKLOAD FORM**

College \_\_\_\_\_ Dept. \_\_\_\_\_

Teacher \_\_\_\_\_ Probationary ( ) Yes ( ) No  
( ) Full-Time / ~~( ) Partial Load~~ / ( ) Part-Time ( ) Sessional

Coordinator ( ) One Step/ ( ) Two Step ~~( ) not applicable~~

Period Covered by SWF From \_\_\_\_\_ To \_\_\_\_\_

Course / Subject Identification	Assigned Teaching Contact Hours	Language(s) of Instruction	Preparation				Evaluation Feedback					Complementary Hours Allowance	Complementary Hours Assigned
			Type	Factor	Attrib'd Hours	Additional Attrib'd Hours	Class Size	Type	Factor	Attrib'd Hours	Additional Attrib'd Hours		
References to Collective Agreement	11.01 B & C	11.01 D	11.01 D	11.01 D	11.01 D	11.01 D	11.01 E	11.01 E	11.01 E	11.01 E	11.01 E	11.01 F	11.01 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	



Dates of Discussion of Proposed Workload:

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Date SWF Received by Faculty Member: \_\_\_\_\_

Supervisor's Comments:

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Supervisor's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Faculty Member's Comments:

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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

#### Voluntary Overtime Agreement

In accordance with Article 11.01 J 2 overtime will be compensated at the rate of 0.1% of annual regular salary.

I hereby agree to one Teaching Contact hour or \_\_\_\_\_

Faculty Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Course / Subject Identification	Assigned Teaching Contact Hours	Language(s) of Instruction	Preparation				Evaluation Feedback					Complementary Hours Assigned
			Type	Factor	Attrib'd Hours	Additional Attrib'd Hours	Class Size	Type	Factor	Attrib'd Hours	Additional Attrib'd Hours	
References to Collective Agreement	11.01 B & C	11.01 D	11.01 D	11.01 D	11.01 D	11.01 D	11.01 E	11.01 E	11.01 E	11.01 E 1	11.01 E	11.01 D,F,G
<b>Weekly Totals</b>												

Preparation Hours / Subject = Factor X Teaching Contact Hours

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

Dates of Discussion of Proposed Workload:

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Date CLWF Received by Faculty Member: \_\_\_\_\_

Supervisor's Comments:

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Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Faculty Member's Comments:

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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 CLWF and return a copy to the Supervisor.

Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<input type="checkbox"/> Mutual Agreement of Assigned Workload <input type="checkbox"/> Proposed Workload referred to College Workload Monitoring Group <input type="checkbox"/> Proposed Workload referred to Workload Resolution Arbitrator
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**NEW** article regarding Academic Freedom as follows:

- a) The parties agree that the unimpeded search for knowledge and its free expression are vital to learning at the post-secondary level.
- b) 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.
- c) 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.
- d) 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

- 11.01 A 2 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 (a) & (b) , 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.

### *Housekeeping amendments*

11.01 B 1 (a)	<i>Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours.</i>
11.01 B 1 (b)	<i>The balance of the academic year shall be reserved for complementary functions and professional development.</i>
11.01 B 1 (c)	<i>Workload factors to be considered are:</i> <ul style="list-style-type: none"> <li>(i) <i>teaching contact hours</i></li> <li>(ii) <i>attributed hours for preparation</i></li> <li>(iii) <i>attributed hours for evaluation and feedback</i></li> <li>(iv) <i>attributed hours for complementary functions</i></li> </ul>
11.01 F 1 (a)	<i>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.</i>
11.01 F 1 (b)	<i>An allowance of a minimum of six hours of the 44 hour maximum weekly total workload shall be attributed as follows:</i> <ul style="list-style-type: none"> <li>• <i>four hours for routine out-of-class assistance to individual students</i></li> <li>• <i>four hours for normal administrative tasks.</i></li> </ul>
11.01 F 1 (c)	<i>The teacher shall inform his/her students of availability for out-of-class assistance in keeping with the academic needs of students.</i>

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 hours workload per 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

**The College shall give preference to the assignment of workload to partial-load rather than part-time teachers .**

Replace current 26.02 B with the following:

**26.02 B 1 Total workload assigned and attributed by the College to a partial-load teacher shall not exceed 26 hours in any week.**

Amend:

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

~~Statutory and College Holidays~~

~~Participation — All partial-load employees under contract~~

~~Eligibility — All partial-load employees under contract~~

~~Waiting Period — Nil~~

~~Benefit Level — Partial load employees will receive regular pay if:~~

~~(i) the holiday occurs on a day the employee would have been scheduled to work, and~~

~~(ii) the employee was in attendance the scheduled day of work, both before and after the holiday.~~

- 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.

**Post-Secondary Partial-Load Professors**

26.04

STEP LEVEL	Effective September 1, 2009	Effective September 1, 2010
Step 6	49.61	
Step 7	51.78	54.11
Step 8	53.95	56.38
Step 9	56.14	58.67
Step 10	58.30	60.92
Step 11	60.48	63.20
Step 12	62.67	65.49
Step 13	64.83	67.75
Step 14	67.02	70.03
Step 15	69.19	72.30
Step 16	71.36	74.57
Step 17	73.55	76.86
Step 18	75.72	79.13
Step 19	77.90	81.41
Step 20	80.09	83.69
Step 21	82.27	85.97
<b>Step 22</b>	84.45	88.25
<b>Step 23</b>		90.54

*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	Additional Attrib'd Hours		
References to Collective Agreement	11.01 B & C	11.01 D	11.01 D	11.01 D	11.01 D	11.01 D	11.01 E	11.01 E	11.01 E	11.01 E	11.01 E	11.01 D,F,G	
<b>Weekly Totals</b>													

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

## TUITION SUBSIDY

Amend:

- 12.01 An employee in the bargaining unit **and that employee's dependents** may take, for a tuition fee of not more than \$20.00 per course, on the employee's own time,
- (i) Ministry funded programs or courses, or
  - (ii) other programs or courses as are mutually agreed, which the College currently offers. The ~~employee~~ **individual taking the course or program** must meet the normal College entrance and admission requirements and is subject to academic policies after admission.

## 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.

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

Amend:

- 19.01 A      The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. ~~Effective October 1, 2001, †~~ The Extended Health Plan shall ~~be amended to~~ provide for a combined maximum annual coverage for all covered paramedical services of \$1,500. ~~Effective April 1, 2004, acupuncturists are added to the list of paramedical services.~~
- 19.02 A      The Colleges agree to pay 100% of the billed premiums of an insured dental plan (the Plan) based on the **current** Ontario Dental Association (ODA) schedule ~~for the immediately preceding year.~~
- 19.02 E 2      ~~Effective October 1, 2001, †~~ ~~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, †~~ ~~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, †~~ 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.~~

19.05 ~~Effective October 1, 2001,~~ The College shall pay 75% of the premiums for full-time employees for a Hearing Care Plan providing coverage to a maximum of ~~\$3,000~~ **\$4000** each three years, per person, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deductions.

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.**

**APPENDIX III  
DENTAL PLAN  
COVERED DENTAL SERVICES AND PROCEDURE CODES**

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

Specific dental care procedures and services covered by schedules A, B, C, D and E, and the current ODA 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.

### **PREGANCY AND PARENTAL LEAVE**

**NEW 22.02 C (iii)**

**22.02 C (iii) Annual regular salary is earned by an employee in the College's active employ, or on paid leave of absence, for the 10-month period exclusive of the 2-month vacation period which is unpaid.**

### **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 property 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) by 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 & 24.04**

**24.03** No new potentially hazardous substance, material, agent or chemical shall be brought in to the workplace without complete review by or approval of the Joint Occupational Health and Safety Committee.

**24.04** 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.

## 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 A 1 A full-time employee will be on probation until the completion of the probationary period. This shall be ~~two years~~ **one year's** continuous employment except as amended in this Article.

27.02 A 2 DELETE

27.02 B The probationary period shall also consist of ~~24~~ **12** full months of non-continuous employment (in periods of at least one full month each) in a ~~48~~ **24** 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.**

27.02 C DELETE

### **Seniority**

27.03 A amend by adding new (i) as follows and renumber the remainder accordingly:

The calculation of seniority for full-time employees whose service includes some work performed during certain periods shall be governed by the following:

- (i) **effective September 1, 2009, seniority shall include the period of 12 full months of non-continuous employment (in periods of at least one full month each) in a 24 calendar month period, for those who completed a probationary period on that basis since that date.**

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.**

#### **Post Lay-Off Considerations**

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

#### **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:

Agree to remove G. Brent, D. Carter, R. McLaren

Propose to remove P. Picher

Agree to add J. Bloch, N. Jesin, D. Leighton

Propose to add:

C. Albertyn, N. Dissanayake, J. Parmar, L. Slotnick, H. Snow

Article 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.

## INSTRUCTORS

Add NEW Letter of Understanding

**The parties agree that employees who, as at September 1, 2009, are classified as Instructors shall be re-classified as Professors. Their salary shall be adjusted to the step on the salary schedule set out in Article 14.03 A 1 such that the employee moves to the step with the dollar value next highest to the current salary of that employee. Progression on the salary schedule thereafter shall be as set out in the Collective Agreement.**

**Partial-load employees classified as Instructors shall be similarly re-classified and moved to the hourly rate with the dollar value next highest to the current hourly rate of that employee.**

Amend:

2.01            DELETE

11.02 F 12    DELETE

14.03 A 2(b) The following table indicates the control point relevant for an employee based on the maximum base salary level that employee may attain in the salary schedule. ~~The control point relevant to full-time instructors is contained within the wage schedule 14.03 A 2 (c).~~

14.03 A 7 For Professors and Counsellors and Librarians the applicable maximum is the Step on the schedule reflecting their individual qualifications. ~~For Instructors, the applicable maximum is the maximum salary for their classification.~~ However, in the application of 14.03 A 8, the base salary rate of an employee may exceed the employee's maximum, in which case the higher rate will prevail for the term of this Agreement.

26.04            DELETE instructor grids

Amend page 139 as follows:

**COLLEGES OF APPLIED ARTS AND TECHNOLOGY**

**JOB CLASSIFICATION PLANS FOR  
POSITIONS IN THE ACADEMIC  
BARGAINING UNIT**

**(to be used in determining salaries for Professors and  
Counsellors and Librarians ~~and Instructors~~)**

**CLASSIFICATION PLANS**

DELETE Section II CLASSIFICATION PLAN FOR INSTRUCTORS

Amend Class Definition for Professor as follows:

- c) The provision of academic leadership, including:
- ~~providing guidance to Instructors relative to the Instructors' teaching assignments;~~
  - participating in the work of curriculum and other consultative committees as requested.

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

Delete CLASS DEFINITION re INSTRUCTOR

Amend:

**JOB CLASSIFICATION PLANS FOR  
POSITIONS IN THE ACADEMIC  
BARGAINING UNIT**  
(to be used in determining salaries for Professors and  
Counsellors and Librarians ~~and Instructors~~)

~~SECTION I~~

~~FACTORS~~

**1. APPOINTMENT FACTORS**

**A) Experience: Relevant Teaching/Relevant Occupational**

Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should be totaled. ~~only if it forms part of a regular program of development such as a co-operative educational program.~~

~~Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.~~

Similarly, ~~Relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double~~

~~counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.~~

The values to be given for experience are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: 1/2 point per year

## **B) Relevant Formal Qualifications**

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

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

- CAAT **Degree**, Diploma or Post-Secondary Certificate -  
per year (level) completed: 1½ points  
(Maximum of 4 years)

- University Degree - per year (level) completed: 1½ points  
(Maximum of ~~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,  $A + B - \frac{8}{100} [8 - \text{lowest step}]$ . The product is rounded to the next higher number, e.g.

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

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

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

$$12\frac{1}{2} - \frac{8}{100} (8 - 6) = 10\frac{1}{2} = 11$$

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

As per 14.03 A 2 (a), (b) and (c) annual base salary step increments up to and including the appropriate control point of the applicable salary schedule are based upon experience. Above the control point and up to the employee's maximum attainable salary step, annual base salary step increments are based on the employee's performance.

	Step Value
A) <b>Experience</b> - to control point	1 step per year
B) <b>Performance</b> - above control point where performance satisfactory	1 step per year
C) <b>Further Formal Education</b> - where prior approval given by the College	1 step for each completed year at the postsecondary level - on the basis of the explanatory notes set out in Section B of the Appointment Factors on pages 114-115.  Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years.

### 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
Step 6	60,861	
Step 7	63,532	66,391
Step 8	66,201	69,180
Step 9	68,872	71,971
Step 10	71,542	74,761
Step 11	74,213	77,552
Step 12	76,884	80,344
Step 13	79,555	83,135
Step 14	82,226	85,926
Step 15	84,898	88,718
Step 16	87,560	91,500
Step 17	90,224	94,284
Step 18	92,886	97,066
Step 19	95,549	99,848
Step 20	98,211	102,631
Step 21	100,873	105,412
<b>Step 22</b>	103,534	108,193
<b>Step 23</b>		110,975

### Maximum Salary Table

14.03 A 1 (b) DELETE

## **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.**

## **Salary Schedules for full-time Instructors**

14.03 A 2 (c) DELETE

## **Guidelines**

14.03 A 4 DELETE

14.03 A 6 DELETE

## **General**

14.03 A 8 DELETE

Without prejudice, the Union reserves the right to amend, add to, delete or withdraw any proposal during the course of bargaining.