



**Document U-06**

**September 27, 2017**

## **UNION PROPOSALS**

### **Comprehensive Offer for Settlement**

#### **Without prejudice**

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff (the "Union")

And

The College Employer Council (the "Employer")

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

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

Unless otherwise stated, all changes to be effective October 1, 2017.

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

**MEMORANDUM OF SETTLEMENT**

("The Agreement")

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

("the Employer")

- and -

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

("the Union")

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

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

For the Union:

For the Employer:

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**Article 2  
STAFFING**

*The Union's original Art. 2.01 proposal has been removed and replaced by a Letter of Understanding*

**Reclassification**

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

*Protects faculty work.*

**Contract Positions**

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

*Clearly defines who falls under the definition of contract faculty*

**2.03 B**     The College will give preference to the designation of full-time positions as regular rather than ~~partial-load teaching~~ **contract** positions, as defined in ~~Article 26~~ **Article 2.03 A**, ~~Partial-Load Employees~~, subject to operational requirements as **related to** the quality of the programs, ~~their economic viability~~, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. **The College will not abuse the usage of contract faculty appointments by failing to fill ongoing full-time positions as soon as is possible, subject to operational requirements related to the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.**

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

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

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

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

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

**No Contracting Out**

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

*Prevents outsourcing of faculty work. Consistent with the directive from MAESD with respect to private colleges*

## **Article 11 WORKLOAD**

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

*Specifies all faculty are covered by Article 11.*

### **New**

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

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

**11.01 B 1** Total workload assigned and attributed by the College to a **full-time** professor or instructor 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.

*This ensures that partial-load faculty could work more than 36 weeks.*

The balance of the academic year shall be reserved for complementary functions and professional development.

Workload factors to be considered are:

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

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

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

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

*Defines and standardizes contact hour for Counsellors.*

**11.01 C 1** Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes. *No change to language, this reflects new numbering.*

The voluntary extension of the teaching contact hour beyond 50 minutes by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the teacher staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

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

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

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TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION	
<b>Online</b>	<b>1 :1.60</b>	<i>Provides adequate preparation time for online or hybrid/blended courses.</i>
<b>Hybrid/Blended</b>	<b>1 :1.35</b>	
New	1 : 1.10	
Established A	1 : 0.85	
Established B	1 : 0.60	
Repeat A	1 : 0.45	
Repeat B	1 : 0.35	
Special A	as indicated below	
Special B	as indicated below	

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

- (i) **"Online" refers to a section of a course which the professor delivers entirely online or through e-learning (i.e., there is no face-to-face instruction of students).** *Defines "Online" and "Hybrid/Blended" course delivery.*
- (ii) **"Hybrid/Blended" refers to a section of a course which the professor delivers partly through face-to-face instruction and partly through other means.**

[Re-number subsequent]

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

*Ensures appropriate Counselling workload, reflects common practice in most Colleges.*

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

An allowance of a minimum of ~~six~~ **seven (7)** hours of the 44 hour maximum weekly total workload shall be attributed as follows:

*Increases time available for out of class assistance.*

**five (5)** hours for routine out-of-class assistance to individual students two (2) hours for normal administrative tasks **not including scheduled meetings.**

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

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

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

**[NEW]**

**11.01 G2 Additional complementary hours for out-of-class assistance shall be attributed where a teacher has students who require accommodations.**

*Acknowledges that faculty need more time to appropriately assist students who require accommodations.*

**[Renumber subsequent]**

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

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

**[NEW]**

**11.01 J 2 Notwithstanding the above, overtime worked by a counsellor or librarian shall not exceed three total workload hours in any one week and shall be voluntary.**

*Includes Counsellors and Librarians for compensation of overtime.*

**11.01 J 3 Compensation for overtime will be paid by the college to the faculty member as follows:**

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

**[Re-number subsequent]**

- 11.01 K 2** Weekly contact hours assigned to a teacher, **counsellor, or librarian**, by the College may be scheduled into fewer than five contact days and such compressed schedule shall be deemed to be five contact days. *Creates consistency among faculty.*
- 11.01 L 3** **A teacher, counsellor, or librarian** A teacher shall not normally be assigned work on calendar Saturdays or Sundays. Where **a teacher, counsellor, or librarian voluntarily agrees** a teacher is assigned to work on a Saturday or Sunday, the teacher **they** shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed. *Creates consistency among faculty.*
- 11.01 M** Where a Union Local and a College agree in writing on terms governing workload assignments at the College, such agreements shall be binding on the College, the Union Local and the **teacher, counsellor, or librarian** teachers, and timetables shall be established in accordance with such local agreements. *Makes workload assignments consistent among faculty.*
- 11.02 A 1(a)** **In respect of teachers, a SWF only shall govern the workload. In respect of counsellors and librarians, a written workload agreement only shall govern the workload.** Prior to the establishment of a total workload for any teacher, and the supervisor shall discuss the proposed workload with the **faculty member**:
  - i. **for teachers, the supervisor shall** complete the SWF, attached as Appendix I, to be provided by the College.
  - ii. **for counsellors and librarians, the supervisor shall complete a written workload agreement that respects the provisions of this article.**

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

subsequently revised by the College, it will not be done without prior consultation with the teacher **faculty member**.

- 11.02 A1 (b)** The College may, where a change in circumstances requires it, amend assignments provided to a teacher, **counsellor or librarian** after the original assignment, subject to the teacher's **faculty member's** right to refer any matter to the College Workload Monitoring Group (WMG) referred to in 11.02 B 1 and if necessary, the Workload Resolution Arbitrator (WRA) referred to in 11.02 E 1 and appointed under 11.02 F 1. *Creates consistency among faculty.*
- 11.02 A 2** The SWF **or workload agreement** shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size, attributed hours, contact days, language of instruction and complementary functions. *Includes the workload agreement for Counsellors and Librarians.*
- 11.02 A 3** Following receipt of the SWF **or workload agreement**, the **faculty member** teacher shall indicate in writing on the SWF **or workload agreement** whether **they are** in agreement with the total workload. If not in agreement the **faculty member** teacher 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. *Provides access to WMG for Counsellors and Librarians.*
- 11.02 A 4** In the event that the teacher **faculty member** is not in agreement with the total workload and wishes it to be reviewed by the WMG, the teacher **faculty member** must so indicate in writing to the supervisor within five working days following the date of receipt of the SWF **or written workload agreement**. The completed SWF **or written workload agreement** will be forwarded by the supervisor to the WMG within three working days from date of receipt from the teacher with a copy to be given to the teacher. *Creates consistency among faculty.*
- Absent such indication, the teacher **faculty member** shall be considered to be in agreement with the total workload.
- 11.02 A 5(a)** The timetable shall set out the schedule and location of assigned workload hours reported on the SWF, on a Timetable Form to be provided by the College, and a copy shall be given to the teacher no less than two weeks prior to the beginning of the period covered by the timetable, which shall be the same period as that covered by the SWF.
- 11.02 A 5(b)** **For counsellors and librarians, a schedule of contact hours will be established based on the written workload agreement.** *Clarifies the weekly schedule for Counsellors and Librarians.*
- 11.02 A 6(a)** In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, or 11.09, a teacher **the faculty member** shall discuss *Creates consistency among faculty.*



such difference as a complaint with ~~their~~ the teacher'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~~ **faculty member** in order to give the immediate supervisor an opportunity ~~to of adjusting~~ **resolve** the complaint. The discussion shall be between ~~the teacher~~ **the faculty member** and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the ~~teacher~~ **faculty member**.

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

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

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

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

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

*Accounts for additional factors that may impact the workload. Includes new factors for Counsellors and Librarians.*

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

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

**[Replace "teacher" with "faculty member" from 11.02 D3 to 11.02 E2]**

*Creates consistency among faculty.*

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

*Affirms informality of the WRA.*

**[Replace "teacher" with "faculty member" in 11.02 F6, F8, and F11]**

*Creates consistency among faculty.*

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

*Clarifies the language.*

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

*Creates consistency among faculty.*

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

*Ensures flexibility during non-teaching periods*

### **Article 13**

#### **ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY RIGHTS**

##### **Academic Freedom**

**13.01** All faculty members have the right to academic freedom.

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

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

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

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

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

schemes and evaluations, assigned grades, and method of course delivery.

- 13.04**      **Counselling faculty shall have the right to determine that the organization, delivery, and supervision of counselling services meets all applicable professional standards.**      *Affirms the right of counsellors to ensure that their work meets professional standards.*
- 13.05**      **The employer shall not abridge academic freedom on any grounds, including claims of institutional autonomy.**
- Intellectual Property**
- 13.06 A**      **Intellectual property means any result of intellectual or artistic activity created by a Faculty member that can be owned by a person. Intellectual property includes, but is not limited to: inventions, publications, computer software, textbooks, course outlines, videos, online presentations, works of visual art and music, industrial and artistic designs, as well as all other creations that can be protected under patent, copyright, trademark or similar laws.**      *Defines what intellectual property (IP) is. It includes both copyrightable work and patentable inventions.*
- 13.06 B**      **In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether for copyrightable or patentable material, shall rest with the Faculty member who creates it, even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the copyright or patent to the employer.**      *Introduces the basic principle that IP rights rest with the creator, unless there is a signed contract with the employer that shares rights.*
- 13.06 C**      **The union shall be a party to all negotiations leading to written agreements or contracts under article 13.06 B. Written agreements or contracts not countersigned by the union shall be interpreted as a violation of the collective agreement.**      *The union must approve signed contracts concerning IP.*
- 13.06 D**      **The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Faculty member under this Collective Agreement.**      *Protects faculty from third-party IP theft.*
- 13.06 E**      **The employer has no claim to the revenue arising from any intellectual property created by Faculty members without the use of the employer's time, resources, or facilities.**      *Protects faculty work done on own time.*

**Article 26  
PARTIAL-LOAD EMPLOYEES**

**Workload**

- 26.01 B** A partial-load employee is defined as a teacher **faculty member** who teaches more than six (**6**) ~~and up to and including 12 hours per week,~~ **but less than 72% of a full-time workload** ~~on a regular basis,.~~ *Defines partial-load status according to total percentage of a full-time workload.*
- [NEW]**  
**26.01 C** **Each partial-load employee shall have a workload that adheres to the provisions of Articles 11.01, on a pro-rated basis, and 11.02 and shall result in a workload which is no more than 72% of a full-time workload and no more than 12 teaching contact hours (TCH).** *All hours are pro-rated to be equitable to full-time faculty workloads.*
- 26.01 D** **The workload for each academic term for partial load faculty shall be captured using the Standard Workload Formula and reflected on the partial-load faculty member's contract.** *Requires that all work assigned to a partial-load faculty member be recorded on a SWF and compensated.*

**Compensation**

- 26.02 A** ~~A partial load employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact hour at an hourly rate calculated in accordance with 26.04.~~ **Total compensation provided to each partial-load faculty member shall be in accordance with Article 26.02 B.** *Ensures that partial-load faculty are paid proportionately according to the same salary schedules as full-time faculty, based on the total workload.*
- 26.02 B** ~~A portion of the hourly rate for partial load teachers is in lieu of vacation pay.~~ **The salary for all partial-load employees shall be based on the full time salary schedule prorated according to 14.03 and shall reflect qualifications, experience and seniority.**
- 26.02 C** **Each partial-load position shall calculate the workload as a percentage of full-time employment, based on 44 hours per week for professors and instructors.** *Allows for clear progression up the schedule based on seniority and experience.*
- 26.02 D** **Each step in salary schedule shall reflect the accumulation of experience and seniority as determined according to Art. 26.03 and Art. 26.10.**
- [NEW]**  
**26.03 D** **A member may request a reconsideration of the determination of previous experience within 20 working days of the beginning of their contract. The supervisor or his/her designate shall complete his/her reconsideration within five working days and make a final determination.** *New work experience and credentials evaluated with every new contract, allowing for further movement up the salary schedule.*
- 26.03 E** **Any work performed or formal qualifications (as described in Job Classification Plans for Positions in the Academic**

**Bargaining Unit, Section I) completed subsequent to a partial-load faculty member's first contract shall be evaluated by the supervisor or his/her designate. If found equivalent to post-secondary-level work or formal qualification, the employer shall recognize such experience and/or education for purposes of placement on the salary scale.**

**[Delete 26.04 and renumber subsequent]**

### **Insured Group Benefits**

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

**[For waiting period and premium sharing as per full-time employees]**

#### **26.05 B Dental Care**

**[For waiting period one (1) calendar month]**

**[For premium sharing as per full-time employees]**

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

#### **26.05 C Life Insurance Plans**

**[For premium sharing as per full-time employees]**

#### **26.05 D Group Insurance - Bridging Benefit**

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

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

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

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

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

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

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

Partial-load employees...provisions as set out above.

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

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

**26.08 Statutory and College Holidays**

<b>Benefit Level</b>	<b>All</b> Partial-load employees <b>under contract</b> will receive regular pay if:(i) the holiday occurs on a day the employee would have been scheduled to work, and (ii) <del>the employee was in attendance the scheduled day of work, both before and after the holiday.</del>
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*Ensures partial-load faculty on contract receive statutory and college holiday pay, removes previous restrictions.*

**26.09 Job Security**

**[NEW]  
26.09 A**

**All partial-load employee contracts shall be for one academic year. All contracts shall be issued no later than 3 weeks prior to the start date on the contract. Certain emergency circumstances might justify contracts for different durations. All such exceptions must be agreed to by the Union Local.**

*Enhances partial-load job security and requires the college to issue contracts earlier. Requires union local agreement for exceptions.*

**26.09 D**

~~On the job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of 1/2 month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of 1/2 month's credit for each calendar month in which the employee teaches 30 hours or more~~ **Each academic year or equivalent (10 months) of on-the-job experience shall entitle the member to an additional step in the salary schedule.**

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

**Seniority  
[NEW]**

**26.09 E**

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

*Enhances seniority for partial-load faculty.*

**26.09 F**

Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to **shall offer a right of first**

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

**refusal to any** current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment **and who are qualified to teach the courses making up that contract.** ~~if the following conditions are met:~~

- ~~(i) The partial load employee must have previously been employed as a partial load employee for at least 8 months of service as defined in 26.10 C within the last 4 academic years, and~~
- ~~(ii) The partial load employee must have previously taught the courses that form the new partial load assignment.~~

**If more than one partial-load employee exercises their right of first refusal to a contract, the contract shall be offered to the candidate with the greater seniority. In cases where the candidates have equal seniority, the contract shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, the promotion of equity and diversity shall take precedent.**

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

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

## **CLASSIFICATION DEFINITIONS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT**

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

### **CLASS DEFINITION**

#### **PROFESSOR**

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

*Updates definition to be in line with other class definitions.*

#### **COUNSELLOR**

A Counsellor is responsible for assisting students and potential students to function effectively as learners and as individuals by helping them understand, prevent or overcome **career**, social, educational or personal ~~problems~~ **challenges** that may hinder learning or their ability to cope with everyday living **and/or by assessing and recommending appropriate accommodation(s) to students who have a temporary or permanent disability or condition that has been or may be diagnosed by a Regulated Health Professional.** The Counsellor's duties include:

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

- a) Developing and maintaining appropriate **evidence-based** counselling programs.



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

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

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaison with community service programs and agencies, professional development and control of supplies and equipment for the purpose of counselling services.

**[NEW]**

**Letter of Understanding – Re: Faculty Complement**

**The Union and the College Council agree that students enrolled in the Ontario Colleges of Applied Arts and Technology benefit from a stable complement of full-time faculty.**

*Establishes a ratio of full-time to non-full-time faculty that ensures stability and flexibility.*

**Further, the parties agree that quality education requires full-time Librarians and Counsellors at each college to support student success.**

**Therefore, both parties agree to the following:**

- That the Collective Bargaining Information Service (CBIS) compile annual staffing lists and they be adopted as the agreed basis on which faculty complement will be calculated. These lists shall be compiled, and accurate staffing data produced on the total number of full-time, partial load, sessional, and part-time faculty at each college, and system-wide. This data shall be produced by November 1<sup>st</sup> of each year and shall incorporate the number of retirements that have occurred each year by August 31<sup>st</sup>, as indicated by the CAAT Pension plan.**
- That the minimum ratio of full-time to non-full-time faculty positions (non-full-time constitutes all partial load, sessional, and part-time faculty) at each college be established at 50-50 by the expiry of this current collective agreement. Colleges that already exceed this minimum ratio as of September 30<sup>th</sup> 2017, will maintain the ratio as of that date.**

*Standardized data collection with the assistance of the Ministry of Labour to ensure consistent and accurate staffing level information.*

- That, having established a ratio of 50-50 full-time to non-full-time that the level of non-full-time not exceed this ratio.

**[NEW]**

**Letter of Understanding – Re: Task Force on Collegial Governance**

**The parties agree that the Ontario Colleges of Applied Arts and Technology have evolved over their history to include degree programs, applied research, and other scholarly endeavors.**

*Establishes a joint task force to implement a collegial governance model.*

**Therefore this evolution warrants the implementation of Academic Senates in the colleges in order to balance academic decision-making between administration and faculty.**

**The parties agree to establish a task force on Collegial Governance in Ontario Colleges. The task force will include three delegates from both parties. One person designated from each party will act as co-chair. The appointment of the task force shall be completed within three (3) months of ratification of this Collective Agreement. The task force shall discuss and examine the following issues relating to the establishment of Academic Senates in the colleges:**

- **Senate Terms of Reference:** The Academic Senate at each college shall have terms of reference approved by the College Board of Governors. The terms of reference shall adhere to all provisions of this article and shall be modeled after the Sheridan College Senate Terms of Reference.
- **Senate Responsibilities:** The Academic Senate shall be responsible for initiating, debating, and making decisions related to academic direction, policies, and the quality of academic programming.
- **Advisory Duties:** The Academic Senate shall advise the Board of Governors, and the Board of Governors shall seek the advice of the Senate, prior to Board decisions.
- **Senate Membership shall address faculty, administration, and student members and their voting rights. The Senates, and all Senate committees, will be 2/3 faculty majority. Each academic area will also have a 2/3 faculty majority Local Academic Council.**

**The mandate of this task force will be to meet during the duration of the current collective agreement to draft collective agreement language for the establishment and operation of college Academic Senates in each of the colleges. The task force will report its findings and make binding recommendations for amendments to the collective agreement by December 31, 2018. The agreed-on language will be implemented in the subsequent collective agreement.**

**Notwithstanding the foregoing, the parties agree that should the provincial legislature pass legislation and/or regulations mandating collegial governance, including the establishment of Academic Senates, the parties will comply with the legislation where there is any difference between the language herein and the legislation/regulations.**

**Should there be any dispute between the parties as to the compliance with the legislation, the parties agree to refer the dispute to binding arbitration within six (6) months of the implementation of the legislation.**

## ***MONETARY PROPOSALS***

### **Article 14**

#### **SALARIES**

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

- 2.25% ATB for each year of Collective Agreement.
- In year two (2) of Collective Agreement remove bottom step from each of the salary grids and add a step to the top of each grid.

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

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

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

*The addition of one step of the top of pay scale and removal of the lowest step moves faculty closer to the mid-point between our two comparator groups (university professors and high school teachers).*

### **Article 19**

#### **OTHER INSURANCE PLANS**

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

***Comment/Rationale:***

*This area of coverage needs improvement to deal with the high prevalence of mental health issues in the workplace. Suggested changes will reduce costs.*

#### **Extended Health Plan**

**19.01 A** The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of **\$2000**.

***Comment/Rationale:***

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

#### **Definition of dependent(s)**

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

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

**Comment/Rationale:**

*It has a significant impact on the quality of their home life and the health of their adopted child.*

**Retiree Life Insurance**

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

**Comment/Rationale:**

*This is a no cost option to the employer. It maintains the current life insurance benefit and rate structure for the Academic group, but allows an Academic retiree an additional option of having life insurance coverage beyond age 75 on the same basis as Support and Administrative retirees.*