

Note: Union responses to Management Proposals are in italics.

1.02 **The responsibilities set out in the class definitions for Professor, Instructor, Counsellor, and Librarian shall not be contracted out to persons who are not employees of the College.**

2.02 Delete and replace with:

The designation of partial load positions shall be restricted to

- (i) **partial replacements for faculty who have teaching load reductions of 7 to 12 hours,**
- (ii) **positions created when the program or division has up to 12 teaching contact hours or up to 26 total workload hours unassigned to full-time teachers, or**
- (iii) **positions where the specialized skills or qualifications required by the course(s) are such that fewer than 13 teaching contact hours or 26 workload hours can be offered. The College will give preference to the designation of full time positions as regular rather than partial load.**

2.03 A Delete and replace with:

The designation of sessional positions shall be restricted to

- (i) **replacement of faculty on leave of absence for up to one year, or**
- (ii) **staffing programs, courses, or services that will not be offered in the succeeding academic year.**

2.04 **The designation of part-time positions shall be restricted to**

- (i) **part time replacements for faculty who have teaching load reductions of 6 or fewer hours**
- (ii) **positions created when the program or division has up to 6 teaching hours or up to 13 total workload hours unassigned to full-time teachers.**
- (iii) **positions where the specialized skills or qualifications required by the course(s) are such that fewer than 7 teaching contact hours or fewer than 13 workload hours can be offered. The College will give preference to the designation of full time positions as regular rather than part time, or**
- (iv) **the assignment of courses that are non-credit continuing education courses.**

2.05 **Where a full time position becomes vacant, it shall be posted and filled by a full-time appointment as soon as an applicant with the competence, skill, and experience to perform the functions of the position is identified.**

4.02 A 2 **All employees covered by this Agreement have a right to freedom from harassment, intimidation, coercion, and/or bullying by his or her employer or**

agent of the employer or by another employee.

4.02 A ~~2~~ **3** It is agreed that the responsibility of the College under clause 4.02 A 1 **and clause 4.02 A 2** with respect to the conduct of an agent of the employer or of another employee shall be limited to the taking of all reasonable means to ensure that the conduct complained of does not occur.

Renumber subsequent

4.03 To assist in the administration of Article 4, each new union local president or human rights designate as specified by the union local president shall receive one full week of human rights training to be provided by OPSEU without loss of salary, benefits, or seniority.

8.07 The local president or his/her designate shall receive one week of employer-paid education leave for human rights training provided by OPSEU.

11.01 B 1 Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are 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.~~

The balance of the academic year ... complementary functions

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

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
New <u>A</u>	1 : 1.10 <u>1 : 2.03</u>
<u>New B</u>	<u>1 : 1.96</u>
Established A	1 : 0.85 <u>1 : 1.46</u>
Established B	1 : 0.60 <u>1 : 1.25</u>
Repeat A	1 : 0.45 <u>1 : 0.87</u>
Repeat B	1 : 0.35 <u>1 : 0.69</u>
Special A	as indicated below
Special B	as indicated below

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

(ii) A section of a course is any distinct group of students that is scheduled for one or more hours on a weekly basis to meet with the teacher assigned to that course.

(iii) Where a course is delivered electronically, each group of 20 students or fewer shall constitute a section.

11.01 D 3 For purposes of the formula:

- (i) "New **A**" refers to the first section of a course which the teacher is teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a Partial-Load, Sessional or Part-time employee, nor to courses designated as "Special" as define below); ~~or~~.
- (ii) **"New B" refers to the first section of a course which the teacher is teaching for the first time since a major revision of the course or curriculum has been approved by the College.**
- (iii) "Established A" refers to the first section of a course which the teacher has previously taught but not within the previous three academic years.
- ~~(iii)~~ (iv) "Established B" refers to the first section of a course which the teacher has taught within the previous three academic years.
- (iv) Where a non-language course is to be taught in more than one language the first section taught in a second language shall be regarded as "New" or "Established".
- (v) "Repeat A" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established", but to students in a different program or year of study.
- (vi) "Repeat B" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established" or "Repeat A" to students in the same program and year of study.
- (vii) "Special A" refers to sections of courses in which students may enter on a continuous intake basis or courses which have been organized into individualized self-learning packages.

The first section of a "Special A" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (~~1:0.85~~ **1:1.46**).

The first section of a "Special A" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (~~1:0.60~~ **1:1.25**).

Repeat sections of a "Special A" course attract the numerical value in "Repeat A" (~~1:0.45~~ **1:0.87**).

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

The first section of a "Special B" course which the teacher has not taught

before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (~~1:0.85~~ 1:1.46).

The first section of a "Special B" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (~~1:0.60~~ 1:1.25).

Repeat sections of a "Special B" course attract the numerical value in "Repeat B" (~~1:0.35~~ 1:0.69).

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

(ix) Hours for curriculum review or course development assigned to a teacher on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF.

(x) Where a course requires that a teacher translate material, the numerical value which the first section of the course attracts shall be increased by 10 percent.

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

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

Essay or Project	Routine or Assisted	In-Process
1:0.030 <u>1:0.0485</u> per student	1:0.015 <u>1:0.025</u> per student	1:0.0092 <u>1:0.0150</u> per student

11.01 E 2 (iv) Delete and replace with:

The teacher shall determine the methods of evaluation appropriate to the course. Where more than one method is used, the teacher shall determine a proportionate attribution of hours.

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 ~~five~~ six hours of the 44 hour maximum weekly total workload shall be attributed as follows:

~~three~~ four hours for routine out-of-class assistance to individual students

two hours for normal administrative tasks.

The teacher shall inform his/her students of availability for out-of-class

assistance in keeping with the academic needs of the students.

11.01 F 2 **Where these hours are insufficient, additional hours shall be recorded on the SWF on an hour-for-hour basis.**

Note: Our acceptance of the double underlined language in 11.01 F 1 above is contingent upon management's acceptance of our language (single underlined) in 11.01 F 1 and 11.01 F 2.

11.01 G 3 **Where a teacher is assigned to student remediation activities, teaching contact hours shall be the hours of assignment and Article 11.01 D, E, and F shall apply to such hours.**

11.01 G 4 **Where, in addition to assigned teaching contact hours, the teacher has responsibility for complementary functions, preparation, and/or evaluation and feedback of student work conducted through independent study, hours for such complementary functions, preparation, and/or evaluation and feedback shall be included in that teacher's workload assignment.**

11.01 H 1 *The College shall allow each teacher at least ten working days of professional development in each academic year. **Professional development should enhance the ability of the employee to fulfil his/her professional responsibilities at the College.***

11.01 H 3 The arrangements for such professional development shall be made following discussion between the supervisor and the teacher subject to agreement between the supervisor and the teacher, and such agreement shall not be unreasonably withheld. **The teaching schedule shall not be used as a reason for the denial of agreement.**

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

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 Compensation for work in excess of the maxima set out above shall be paid by the College to the teacher on the basis of:

- (i) 1/180 ~~or 1/190 respectively~~ of the teacher's annual regular salary for each contact day in excess of the 180 ~~or 190~~ contact day annual maximum;
- (ii) 0.1% of the teacher's annual regular salary for each teaching contact hour in

excess of the 648 ~~or 760~~ teaching contact hour annual maximum.

Such compensation shall be for the greatest amount and shall not be pyramided under this clause or under 11.01 J.

11.01 N **Where the College intends to deliver a course electronically, the full-time faculty members who developed the course shall be given the opportunity to accept or refuse the assignment.**

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.**

11.02 A 1-~~(b)~~ **(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 (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.

11.02 A 2 Add the following paragraph to the end:

The CLWF shall include all assigned duties and time allocated thereto 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 or 11.02~~ **11.01, 11.02, or 11.04**, a ~~teacher~~ **an employee** 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.

11.02 A 6 (b) Grievances arising with respect to Article 11, Workload, other than ~~11.01 and 11.02~~ **11.01, 11.02, or 11.04** shall be handled in accordance with the grievance procedure set out in Article 32, Grievance Procedures.

11.02 C 1 The functions of the WMG shall include:

- (i) reviewing workload assignments in general at the College and resolving apparent inequitable assignments;
- (ii) reviewing specific disputes pursuant to 11.02 A 4 and/or 11.02 A 6 (a) **and/or 26.12** 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 employee** or the Union Local and, where possible, resolving the disputes;
- (v) making recommendations to the College and Union Local committees appointed under Article 7, Union/College Committee (Local), as to amendments or additions to the provisions governing workload assignments at the College for local negotiation in accordance with 11.02 G in order to address particular workload needs at the College.

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

- (i) nature of subjects to be taught;
- (ii) level of teaching and experience of the **teacher employee** and availability of technical and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;
- (iv) numbers of students in class;
- (v) instructional modes;
- (vi) availability of time for the **teacher's** professional development;
- (vii) previously assigned schedules;
- (viii) lead time for preparation ~~of new and/or changed schedules;~~
- (ix) availability of current curriculum;
- (x) students with special needs;
- (xi) introduction of new technology;

- (xii) the timetabling of workload;
- (xiii) level of complexity and rate of change in curriculum.
- (xiv) numbers of students to be counselled;**
- (xv) nature of students to be counselled;**
- (xvi) assigned liaison;**
- (xvii) size, amenity, and availability of counselling facilities;**
- (xviii) numbers of students using the library facilities;**
- (xix) size, amenity, and availability of library facilities;**
- (xxii) size and nature of library collection and circulation.**

11.02 D,E,F Change “teacher” to “employee”; “teachers” to “employees”
 Change “SWF” to “SWF/CLWF” in all of 11.02 D, E, F up to and including 11.02 F 11.

11.02 E 3 If, following a review by the WMG, a matter raised by the Union Local is not resolved, the Union Local shall have the right to refer the matter to the WRA.

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, and 11.04**, no decision of the WMG or award of the WRA is subject to grievance or any other proceeding.

11.02 F 12 References to “teacher” in this Article include “instructor” but do not include partial-load teachers **except for Articles 11.02 C 1 through 11.02 G.**

11.04 A The assigned hours of work for Librarians and Counsellors shall be 35 hours per week. **Where the Counsellor or Librarian is assigned teaching duties, the hours credited for teaching, preparation, evaluation and feedback, and complementary functions associated with any teaching shall be included in the 35 hours.**

11.04 B 1 *The College shall allow each Counsellor and Librarian at least ten working days of professional development in each academic year. **Professional development should enhance the ability of the employee to fulfil his/her professional responsibilities at the College.***

11.04 B 3 The arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor or Librarian subject to agreement between the supervisor and the Counsellor or Librarian, and such agreement shall not be unreasonably withheld. **The assigned work schedule shall not be used as a reason for the denial of agreement.**

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 replace with:
Where Counsellors and Librarians are assigned teaching responsibilities, the College will attribute preparation, evaluation and feedback as in Article 11.01.

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

11.06 Delete and renumber subsequent

11.07 Where the College requires the performance of work beyond the limits herein established, the College shall provide any such ~~teachers~~ **teachers, counsellors, and librarians** with proper work facilities during such period.

11.08 Except as provided in 11.09, no employee shall undertake and no employer shall permit any employee to undertake any workload that is not recorded on the employee's SWF.

Renumber subsequent

11.10 The College shall provide all sessional, part-time, and partial-load teachers with a Standard Workload Form which applies the requisite preparation and evaluation factors as set out in Article 11. Any complementary functions assigned to a sessional, part-time or partial-load teacher shall be recorded on the Standard Workload Form on an hour-for-hour basis.

The maximum workload that can be assigned to a partial-load teacher shall be 26 hours in any week.

The maximum workload that can be assigned to a part-time teacher shall be 13 hours in any week.

The maximum workload that can be assigned to a sessional teacher shall be 44 hours in any week.

11.11 Academic Freedom

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 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 where an external accrediting body requires that specific curriculum be covered.
 - 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 judgment 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.
- e) 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.
- f) 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.

12.02 **Dependents of employees shall not be charged a tuition fee for programs or courses offered by the colleges.**

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~~ **of the 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".

14.02 B It is recognized that a full-time teacher who may be assigned by the College to an instructional assignment of less than 13 hours per week shall continue to be paid on the basis of salary rather than on an hourly rate ~~except as may occur through the application of Article 27, Job Security, or as may be mutually agreed between the employee and the College.~~

Salary Schedules for full-time Professors, Counsellors and Librarians.

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

STEP LEVEL	<u>Effective</u>	<u>Effective</u>
	<u>1-Sep-05</u>	<u>1-Sep-06</u>
Step 3		
Step 4		
Step 5	<u>\$ 50,760</u>	<u>52,841</u>
Step 6	<u>53,091</u>	<u>55,268</u>
Step 7	<u>55,422</u>	<u>57,694</u>
Step 8	<u>57,751</u>	<u>60,118</u>
Step 9	<u>60,079</u>	<u>62,542</u>
Step 10	<u>62,409</u>	<u>64,968</u>
Step 11	<u>64,739</u>	<u>67,393</u>
Step 12	<u>67,069</u>	<u>69,818</u>
Step 13	<u>69,399</u>	<u>72,245</u>
Step 14	<u>71,729</u>	<u>74,670</u>
Step 15	<u>74,060</u>	<u>77,096</u>
Step 16	<u>76,382</u>	<u>79,514</u>
Step 17	<u>78,707</u>	<u>81,934</u>
Step 18	<u>81,028</u>	<u>84,350</u>
Step 19	<u>83,351</u>	<u>86,768</u>
Step 20	<u>85,673</u>	<u>89,186</u>
Step 21	<u>87,996</u>	<u>91,604</u>

14.03 A 1 (b) 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~~ employees is Step 11. ~~contained within the wage schedule 14.03 A 2 (c).~~

Maximum Step Attainable	Control Point
Step 16	Step 9
Step 17	Step 10
Step 18	Step 10
Step 19	Step 11
Step 20	Step 11

14.03 A 2 (c) The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Instructors.

STEP LEVEL	<u>Effective</u> <u>1-Sep-05</u>	<u>Effective</u> <u>1-Sep-06</u>
Minimum		
Step 1		
Step 2	<u>\$38,053</u>	<u>\$39,613</u>
Step 3	<u>40,381</u>	<u>42,037</u>
Step 4	<u>42,713</u>	<u>44,465</u>
Step 5*	<u>45,042</u>	<u>46,889</u>
Step 6*	<u>47,371</u>	<u>49,313</u>
Step 7	<u>49,702</u>	<u>51,739</u>
Step 8	<u>52,032</u>	<u>54,166</u>
Step 9	<u>54,362</u>	<u>56,591</u>
Step 10	<u>56,692</u>	<u>59,016</u>
Step 11	<u>59,022</u>	<u>61,441</u>

*Control Point of Range

14.03 A 3 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. **Teachers who are designated 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,~~ **for the formulation of budgets, or for the formulation of organization objectives and policy. Specific duties assigned to a coordinator shall be itemized on the SWF on an hour-for-hour basis.** 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 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.

14.03 A 4 Delete

14.03 A 6 Delete

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 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.

The Union proposed withdrawal of the June 29, 2005 Union proposal to delete 14.03 A 1(b), 14.03 A 2(b), 14.03 A 4, and 14.03 A 7 and the Letter of Understanding Re: Access to the Salary Schedule Maximum if management accepts the June 29, 2005, Union proposal to remove the caps on years granted for qualifications contained in the classification plans.

- 14.04 A Persons who teach over six and up to and including 12 hours per week on a regular basis **or a teacher who is assigned more than 13 workload hours up to and including 26 workload hours on a regular basis** shall be referred to as "partial-load" employees. They shall not receive salary or vacation but shall be paid for the performance of each **teaching workload** hour at an hourly rate in accordance with the rates set out in Article 26, Partial-Load Employees.
- 15.01 A *A full-time employee who has completed one full academic year's service with the College shall be entitled to a vacation of two months as scheduled by the College. A full-time employee who has completed less than one full academic year's service with the College shall be entitled to a two month vacation period and shall be paid the remainder of the employee's prorated annual salary. **A full-time employee may request and, with the approval of the College, may have a vacation that is scheduled in periods other than a contiguous two-month block. The request of the employee shall be in writing and a copy provided to the Union Local President.***
- 15.01 B A teacher assigned to teach for an additional month (11th month) over the normal teaching schedule of the equivalent to ten months as part of a continuous 12 month program shall be entitled to a vacation of one month, as scheduled by the College. Such teacher shall also receive a bonus of ten percent of the employee's annual regular salary for the additional eleventh month of teaching assignment to be paid on completion of such assignment. A teacher assigned to teach in the eleventh month for less than a full month will be entitled to a pro-rata amount of the ten percent bonus referred to above, to be paid on completion of such assignment.
- A member of the teaching faculty teaching in a continuous program shall not be required to teach for more than 12 consecutive months, ~~without a scheduled vacation of at least one month.~~
- Article 17 **Amend the LTD plan so that the waiting period is 130 days or the exhaustion of the employee's accumulated unused credits for short term disability, whichever is later.**
- 17.01 F 3 Delete
- 18.01 ~~The e~~Employees shall pay the full premium of the present Long-Term Disability Plan. **The employee shall select a Long-Term Disability benefit level of 60%, 55%, or 50% of the monthly base salary in effect as of the date of disability and shall pay a premium based on that selected benefit level. Once an employee has selected a lower benefit level, the employee will not be entitled to move to a higher benefit level at any time. T**~~the benefit level to be 60% of monthly base salary in effect as of the date of disability shall be~~ reduced by: ...
- 19.01 A **The Extended Health Plan shall be amended to include "comfort and convenience items."**

- 19.01 A The Extended Health Plan shall be amended to provide for a combined maximum coverage for all covered paramedical services of \$3000 in any two-year period.
- 19.01 A The Extended Health Plan shall be amended to include Certified Athletic Therapists in the list of paramedical services.
- Dental Plan Remove the clause in the dental plan that allows the insurance company to substitute a cheaper procedure (the alternated benefit clause)
- Amend the dental plan to allow coverage for dental implants under Schedule E
- 19.02 D 4 Benefits under Schedules A, B and C are limited to a maximum of ~~\$2,000~~ \$2,500 per annum for each beneficiary with no deductible (effective October 1, 1998).
- 19.02 F 1 Coverage for ~~crowns and bridges~~ crowns, bridges, and dental implants will take effect with respect to each full-time employee in the active employ of the College on November 1, 1992 who is then covered by the Plan. Other full-time employees in the active employ and on the active payroll of the College who have completed the prescribed waiting period shall become eligible for this coverage subject to the eligibility requirements and terms and conditions of the Plan.
- 19.02 F 2 Coverage for ~~crowns and bridges~~ crowns, bridges, and dental implants is listed in Schedule E of Appendix III and is effective November 1, 1992.
- 19.02 F 3 Effective October 1, 2001, benefits under Schedule E are limited to a maximum of ~~\$2,000~~ \$3,000 per beneficiary per calendar year with 50% co-insurance.
- 19.04 ~~Effective October 1, 2001, the~~ 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.
- 19.09 A The College shall include eligible retired employees in either or both of the Extended Health Plan and the Dental Plan at the option of the employee under the following conditions:
- (i) ~~The retired employee shall pay to the College quarterly in advance the full cost of either or both of the plan(s) from the date of retirement. The college shall pay the full cost of either or both of the plan(s) from the date of retirement. ...~~
- 19.09 C ~~Effective October 1, 1992, the~~ The College shall make available to a retiring employee, at the time of retirement, life insurance coverage to age 75 in the amount of \$10,000, with the ~~retiree~~ College to pay 100% of the premium. It is understood that for experience rating purposes, active employees and retirees shall be considered to constitute one group.
- 20.02 To that end, each College will grant a minimum of ~~two~~ three percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than six years, and an

additional ~~one~~ **two** percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than 15 years, to be absent on professional development leave at any one time in accordance with the following conditions:

- (i) the purpose of the leave is for College-approved academic, technical, industrial or other pursuits where such activities will enhance the ability of the teacher, counsellor or librarian upon return to the College;
- (ii) **professional development leave plans in which the nature of the proposed leave is to carry out work normally assigned in accordance with Article 11 do not meet the criteria for professional development leave.**
- (iii) a suitable substitute can be obtained;
- (iv) the leave will normally be for a period of from one to 12 months;
- (v) **A person on professional development leave who is unable to continue to perform the activities of the approved professional development leave due to circumstances beyond that individual's control shall return to the active employ of the College. If injured or ill, the person shall be placed on short or long-term disability as appropriate.**
- (vi) the employee, upon termination of the professional development leave, will return to the College granting the leave for a period of at least one year, failing which the employee shall repay the College all salaries and fringe benefits received by the employee while on professional development leave;
- (vii) the salary paid to the employee will be based on the following scale: 55% of the employee's base salary increasing by five percent per year after six years of employment with the College concerned to a maximum of ~~70%~~ **85%** of the employee's base salary after ~~nine~~ **twelve** years. It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period exceeds the amount of the employee's base salary. The amount and conditions of payment will be pro-rated for shorter leaves;
- (viii) Applications for professional development leave will be submitted in writing containing a detailed statement of the nature of the proposed leave and its perceived benefit to the College and the employee; to the Chair of the Department at least six months prior to the commencement date;
- (ix) All applicants will be notified in writing by the College President as to the disposition of their application for professional development leave;
- (x) The College may on its own initiative propose plans of professional development leave to employees; however no employee shall be under obligation to accept such a proposal;
- (xi) This Article shall not preclude the College from permitting greater numbers of employees to be absent on professional development leave;
- (xii) The fulfillment of the minimum of ~~two~~ **three** percent of full-time employees

on professional development leave (arising out of employee-initiated leaves) will depend upon the receipt and approval by the College of a sufficient number of qualified applications in accordance with the criteria set out above;

(xiii) In the event that more eligible employees apply for professional development leave than will be approved, preference for applications that fulfill the purpose of the leave as set in 20.02 (i) shall be given to the applicants with greater length of service since their last professional development leave under this Article;

(xiv) The College may not impose any additional conditions or criteria regarding professional development leaves.

(xv) An applicant who is denied professional development leave shall be notified in writing of the reasons for the denial. Approval of an application for professional development leave shall not be unreasonably withheld;

(xvi) For professional development leaves that are granted for a period of less than one year, the payment shall be pro-rated. The unused portion of the allowable earned leave shall be available to the teacher, counsellor or librarian subject to the application and approval processes of the College and those defined within this Article. Seniority for the purpose of granting the unused portion shall include the seniority used in granting the first portion plus subsequent accrual. Payment for the unused portions of leave when taken shall be paid at the same proportion of salary as established in 20.02 (v) when the first portion was taken;

(xvii) The College shall provide to the Union Local, once each year, the names of all applicants and the names of all successful applicants and the duration of the leaves granted.

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 **or a teacher who is assigned more than 13 workload hours up to and including 26 workload hours on a regular basis.**

26.04 **Amend partial-load salary grids.**
Convert the hourly rate of pay for partial-load teachers to a workload hour basis. (Formula would be step \$ / 2.11 x total workload hours with a maximum of 26 workload hours)

26.06 D **Group Insurance – Extended Benefits ~~Bridging Benefit~~**

Delete first two paragraphs and replace with:

Upon termination of a contract, the partial-load employee, by paying 100% of the premiums for benefits, shall be entitled for a period of 12 months to continue participation in any group insurance plan in which the employee was participating.

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

26.10 D **Where a partial-load employee is hired to a full-time position, the credit for on-the-job experience shall count toward completing the probation period up to a maximum of 12 months credits.**

26.11 **Where the College designates a partial-load position, the position shall be offered on the basis of greater service with the college to those partial-load employees who have had a contract with the College in the last 12 months and where such partial-load employees have the competence, skill, and experience to perform the functions of the position.**

26.12 **Where a partial-load teacher requests a review of the teaching assignment, the teacher may refer the assignment to the Workload Monitoring Group.**

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

- (i) a full-time employee who has completed a probationary period at the same, or another Ontario College of Applied Arts and Technology, and is hired by the College in the same classification which the employee held during the previous probationary period.
- (ii) a full-time teacher who holds one of the following professional qualifications and who has one year or more of full-time teaching experience ~~in Ontario~~:
 - valid Ontario Teacher's Certificate;
 - Bachelor of Education Degree;
 - Master of Education Degree.
- (iii) a full-time counsellor who holds one of the following professional qualifications and who has one year or more of full-time counselling experience in an educational institution ~~in Ontario~~:
 - valid Ontario Guidance Specialist's Certificate;
 - Master's Degree in Counselling or Guidance;
- (iv) a full-time librarian who holds a Bachelor's Degree in Library Science or a Master's Degree in Library Science and who has one year or more of full-time experience as a professional librarian ~~in Ontario~~.

27.06 A Delete and replace with:

When the College decides to lay off or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another position from that previously held as a result of such lay-off or reduction of employees, the following placement and displacement provisions shall apply to full-time employees so affected. Where an employee has the competence, skill, and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:

- (i) The College shall assign the employee to a vacant position created from unassigned workload.**
- (ii) The College shall make every reasonable effort to retain full-time**

employees. The College shall displace personnel in the following order: part-time, sessional, partial-load employees with lesser service, and full-time employees with less seniority. The College shall reassign the employee designated for layoff to a vacant full-time position created through the displacement of personnel identified through this process.

- (iii) In determining reassignment, the College shall consider the competence, skill, and experience necessary to fill a full-time position at the college.
- (iv) The College shall review all courses, programs, and assignments taught and/or provided by part-time, sessional, partial-load with lesser service, and full-time employees with less seniority and shall make every reasonable effort to establish a full-time position for the designated employee.
- (v) If the College cannot establish a full-time position, the College shall review all courses, programs, and assignments taught and/or provided by part-time, sessional, partial-load with lesser service, and full-time employees with less seniority and shall make every reasonable effort to establish a partial-load position for the designated employee.

The designated employee shall be afforded the opportunity to accept the partial-load position so established or to elect retraining as set out in Article 27.06 B.

27.06 B

Failing placement under Article 27.06 A, the following shall apply:

- (i) (a) Such employee shall be granted release from all of the normally assigned duties for a period of 1 year for the purpose of engaging in retraining activities. Where such release is not possible, the retraining period shall be extended to ensure that 1 year of retraining is afforded. Where the College and the employee agree to a non-full-time assignment during the retraining period, the retraining period shall be extended by the number of weeks of the assignment.
- (b) The employee shall retain current salary, benefits, and employment status.
- (c) Where the employee has waived in writing the right to retraining, the employee shall be laid off with written notice of not less than 90 calendar days.
- (ii) (a) At the termination of the retraining period referred to in 27.06 B (i)(a), such employee shall be reassigned in accordance with Article 27.06 A.
- (b) Failing placement under Article 27.06, the employee shall be laid off without further notice.

27.06 BC

Consideration of an employee's experience shall include educational, teaching, practical, research, or other experience, of which the College has been made aware.

27.08 A, B

Delete and replace with:

An employee claiming improper layoff, contrary to the provisions of this Agreement, shall state in the grievance the work, including all courses, programs, and assignments taught and/or provided by part-time, sessional, partial-load with lesser service, and full-time employees with less seniority for which the employee claims the competence, skill, and experience, such that a full workload can be established.

Upon request after receipt of notice of layoff, the College shall provide the employee with a list of all courses, programs, and assignments taught and/or provided by part-time, sessional, partial-load with lesser service, and full-time employees with less seniority.

27.11 B 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 partial-load bargaining unit employees shall be considered internal applicants. Persons who have been partial-load employees in the 8 months preceding 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.

27.12 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. At such times, the College shall also include notification of all hirings of personnel assigned to teach credit courses including, in particular, sessional appointments. At such times, the College shall also include the course number, course title, and hours per week for all courses taught by all partial load, sessional, and part-time professors.

27.14 B An employee shall not be discharged without cause. 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.

27.16 Delete and replace with:

Non credit courses offered through Extension or Continuing Education are excluded from the application of this Article for all purposes.

Article 29 EXTRAORDINARY FINANCIAL EXIGENCY STAFF REDUCTION

29.01 When a College plans to reduce the number of full-time regular employees who have completed the probationary period by lay-off of five percent or 20 employees, whichever is less, ~~because of an extraordinary financial exigency~~ the following provisions shall apply prior to the application of the procedures set out in 27.05 (vii) and 27.06 A.

- 29.03 During the 30 calendar day period following such notification, the CESC shall be given an opportunity to present its recommendations or advice on measures to deal with the ~~extraordinary financial exigency staff reduction~~ that may include: ...
- (iv) a set of priorities ~~for meeting the exigency~~ and a proposal on how any required reductions in the full-time academic salary budget could be accommodated within such priorities;
- 32.05 A If the grievor fails to act within the time limits set out at any Complaint or Grievance Step, the grievance will be considered abandoned except where there are reasonable grounds for the delay and where there is no substantial prejudice to the parties in proceeding.
- 32.06 Delete and renumber subsequent.
- 32.10 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 32.03.
- 33.01 Delete and replace with:
- If the party referring the matter to arbitration wishes to utilize the Expedited Arbitration Process the following process will apply:

Course / Subject Identification	Assigned Teaching Contact Hours	Language(s) of Instruction	Preparation				Evaluation Feedback				Complementary Hours Assigned	Total Time Assigned & Attributed for Teaching
			Type	Factor	Attrib'd Hours	Additional Attrib'd Hours	Class Size	Type	Factor	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 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

Dates of Discussion of Proposed Workload:

Date CLWF 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 CLWF 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

APPENDIX IV

- 8 **A** **There shall be a subcommittee of the Joint Insurance Committee whose mandate is to review and make decisions on complaints or differences involving the denial of insured benefits under the Collective Agreement when such issues have not been resolved through the existing administrative procedures. The subcommittee shall be composed of two representatives selected by the Council, two representatives selected by OPSEU, and an independent third party who is agreed to by both parties.**
- B** **Appropriate impartial medical consultants shall be available to the subcommittee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.**
- C** **Membership on the subcommittee shall be for a one-year period, and is renewable at the discretion of the nominating party, or parties in the case of the renewal of the term of the independent third party.**
- D** **Decisions of the subcommittee are final and binding.**
- E** **The fees and expenses of the medical consultants referred to in clause (b) and the independent third party referred to in clause (a) shall be divided equally between the Council and the Union.**

LETTERS OF UNDERSTANDING

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after ratification, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60%, **55% or 50%** of current salary, **whichever level the employee selected in accordance with 18.01.** This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to September 1, **2003, 2005,** notwithstanding 36.01.

Re: Employment Equity

The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:

1. At the local level, the parties will **work together to facilitate establish a joint employment equity committee with the responsibility to develop and**

implement an employment equity plan designed to achieve:

- the implementation of employment systems, policies and practices, including matters relating to child care, that are non-discriminatory in nature and effect; and
- the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and
- generating data as to the current representation and distribution of the designated groups; and
- examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and
- the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and
- the attainment of appropriate representation of targeted groups identified by the Province of Ontario, **and**
- **recruitment, selection, and hiring that reflects the diversity of the communities that the college serves.**

Re: Access to the Salary Schedule Maximum – Delete

The above deletion is part of a package that includes the deletion of 14.03 A 1(b), 14.03 A 2(b), 14.03 A 4, and 14.03 A 7.

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**SECTION I
CLASSIFICATION PLAN FOR PROFESSORS AND
COUNSELLORS AND LIBRARIANS**

FACTORS

and

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**SECTION II
CLASSIFICATION PLAN FOR INSTRUCTORS**

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 totalled 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: $\frac{2}{3}$ point per year
- Next 12 years: $\frac{1}{2}$ 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 $1\frac{1}{2}$ 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 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 years)~~

- Formal integrated work/study program such as
P.Eng., C.A., C.G.A., C.M.A. (formerly R.I.A.),
Certified Journeyman* - per year (level) completed: 1½ points
~~(Maximum of 5 years)~~

(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 points based upon the appointment factors. Since this is the minimum requirement, a total of 8 points corresponds to the minimum rate. (This is not intended to preclude a College from hiring an individual whose qualifications and experience total less than 8 points. In such cases, however, the individual would be hired at the minimum of the scale.)

ii) Computation of the initial salary **is, therefore, $A + B - 8$. comprises two steps:**

Step 1: $A + B - 8$ determines entitlement to be placed above the lowest step. The product is rounded to the next higher number, e.g.

$$\begin{aligned} A &= 8 \text{ points} \\ B &= 4 \frac{1}{2} \text{ points} \\ A + B &= 12 \frac{1}{2} \text{ points} \\ 12 \frac{1}{2} - 8 &= 4 \frac{1}{2} = 5 \end{aligned}$$

Step 2: to the result in Step 1, add the lowest existing step number of the current salary scale, currently "3."

The starting position is the **resulting** corresponding step (Step **5 8**) on the scale.

iii) No individual will have a starting salary of less than the **minimum lowest existing step** on the salary scale.

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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. This includes: ...

E. & O.E.