



## Union Comments on the Actual Management Offer for Settlement

January 27, 2010

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**The Council's posted offer contains interpretive commentary as well as the actual contract language. These interpretive comments are often misleading and in some cases completely untrue. The Union believes it is wrong to include such commentary in the actual document on which faculty are voting.**

**The Council is entitled to offer its views and spin but these should not be on the official posted offer. In response to the Council document, this document contains the non-agreed to matters and the Union's commentary on them.**

### **Summary of Workload Proposals**

The Council's offer fails to address many of the specific proposals of the unanimous joint Task Force Report

### **Professional Development**

Sabbatical leave payments have been improved, but the annual PD provisions are weakened

### **Modified Workload Arrangements**

The new provisions remove all the protections of the workload formula other than annual teaching contact hours and contact days averaged over a three-year period for up to 20% of the faculty.

### **Evaluation Methods**

There are no changes to evaluation methods or how they are determined other than that the existing required consultation in preparation of the SWF is re-stated as a group activity. There is no collegiality in the process.

### **Out-of-Class Assistance**

Faculty who have over 260 total students can raise with their supervisor that they require extra help with out-of-class assistance and **may** be given help or extra time on the SWF

These new provisions introduce a serious erosion of the application of the workload formula without the explicit protective recommendations of the Workload Task Force to prevent increased workloads. There is nothing in the offer which enhances collegiality or academic freedom.

## Wage Increase

Year 1 – 1.75% (September 1, 2009)  
Year 2 – 2.00% (September 1, 2010)  
Year 3 – 2.00% (September 1, 2011)

## Union Clarification

- *Referent group increases – 3% in fall of 2009*
- *Hospital Professionals arbitration – 2.5% in 2009 & 2010*
- *2009 public sector average increase – 2.4%*

## Workload Proposals

**11.01 E 3 (NEW)** Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs.

- *Does not meet Workload Task Force recommendation on evaluation*
- *Not collegial — supervisor decides on evaluation methods*
- *No improvement*

If only one teacher is assigned to a program, that teacher shall be deemed to be “the group” for purposes of this Article.  
*(Renumber subsequent)*

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

- *Does not meet Workload Task Force recommendation on student numbers*
- *Of no value to 95% of the faculty and their students*
- *Provides only an extra 54 seconds per student per week for each student over 260. The 5% of faculty who could be affected have no guarantee of being granted the increase.*

**11.02 A 6** (a) In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, or 11.09, a teacher shall discuss such difference as a complaint with the teacher's immediate supervisor.

- *Related to workload concession*

**Union Clarification**

(b) The discussion shall take place within 14 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the teacher in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the teacher and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the teacher.

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

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

• *Related to workload concession*

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

• *Related to workload concession*

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.

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

### Union Clarification

**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.**

- *Increased restriction on faculty during the non-teaching period*

### **Modified Workload Agreements**

**11.09 A 1 (NEW)** **In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union.**

- *Does not meet Task Force recommendation regarding workload limits*

#### ***Deleted Protections***

- *11.01 B1 – no limit on teaching weeks*
- *11.01 C – no limit on teaching hour*
- *11.01 D 1 to 11.01 F*
  - *no credit for preparation*
  - *no credit for evaluation*
  - *no credit for complementary functions*
  - *no limit on courses or sections*
  - *no credit for out-of-class assistance to students*
  - *no access to escalator clause*
  - *no credit for administrative tasks*
- *11.02 G 2 - no credit for atypical teaching circumstances*
- *11.01 I – no limit on teaching hours per week*
- *11.01 J – no payment for overtime*
- *11.01 L – no limit on length of day*
  - *No restriction on working weekends*
- *11.01 M – removes Union's right to grieve*
- *11.02 A 1 (a) – no discussion of workload*
  - *no notice period – no SWF*
- *11.02 A 2 – no SWF*
- *11.02 A 3*
- *11.02 A 4*
- *11.02 A 5 – no advance notice of timetable*
- *11.08 – assigned work in non-teaching periods*

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

This document covers the same Articles found in the Imposed Terms and Conditions of November 18, 2009.

We have not included the agreed-to items and will not be providing any commentary on them as they will be included in any settlement..

### Union Clarification

- 11.09 A 3 (NEW) **No more than 20% of the full-time teachers at a College may be participating in Modified Workload Arrangements at the same time.**
- *Increased workload for 20% of faculty leads to layoffs*
- 11.09 A 4 (NEW) **The Modified Workload Arrangement may apply for any period of assignment, but no longer than the life of the collective agreement. Each Modified Workload Arrangement will have a start and end date.**
- *Ignores 1 year limitation recommended by Workload Task Force*
- 11.09 A 5 (NEW) **For clarity, the workload limits contained in 11.01 K 1, 11.01 K 2 and 11.01 K 3 shall apply to Modified Workload Arrangements established under Article 11.09.**
- If the Modified Workload Arrangement extends beyond an academic year, the limits of 11.01 K will be cumulative over the length of the Plan and 11.01 K 4 will not be applied unless the cumulative limits are exceeded.**
- *Averaging*
  - *Current average annual contact hrs = 400*
  - *Average contact hrs under 11.09 = 648*
- 11.09 A 6 (NEW) **The Modified Workload Arrangement shall document the details of the proposed workload assignments and schedules and shall be provided to the teachers and to the Local Union. It shall specify what provisions of Article 11 will not apply to the Modified Workload Arrangement, the start and end dates, the total teaching contact hours, and total contact days assigned to each teacher during the period. If the Local Union does not indicate in writing within five (5) days of the receipt of the documentation that it does not consent to the Modified Workload Arrangement, the Union will be considered to be in consent.**
- *No documenting of workload, only the assignment and schedule*
  - *Workload Task Force recommended no increased workload.*
  - *No workload caps*
  - *11.09 is designed to increase workload*
- 11.09 A 7 (NEW) **If the Union does not consent the parties will meet within three (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA.**
- *College can go to workload arbitration, Union cannot*
- 11.09 B 1 (NEW) **The WRA shall commence to hear the matter within seven (7) days of the referral of the matter and will issue a decision within three (3) days of the hearing. The Union will be a party at such a hearing.**

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## Union Clarification

**11.09 B 2 (NEW)** The provisions of Article 11.02 F shall apply except as modified herein.

**11.09 B 3 (NEW)** In determining whether the Union's refusal to consent to the Modified Workload Arrangement should be upheld the WRA may consider any one or more of the following factors along with any other factor the WRA deems appropriate.

- whether it enhances or diminishes the quality of learning for students.
- whether it may lead to improvements in teaching and learning.
- whether it leads to a reduction in the use of part-time staff and better usage of full-time teachers.
- whether it distributes work equitably amongst participating teachers.
- whether it may lead to greater satisfaction with workload assignments than the regular workload formula.
- whether it would be an efficient workload assignment process.

**11.09 B 4 (NEW)** If the WRA concludes the Union should have consented to the Modified Workload Arrangement the Modified Workload Arrangement may be implemented.

Delete Letter of Understanding Re: Article 11.08

- *Monitoring non-teaching period activities*

Delete Letter of Understanding Re: Workload Task Force

Delete Letter of Understanding Re: Workload Pilots

## Other Proposals

**11.01 H4 (NEW)** The employee may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.

- *No improvement to annual pd*

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**Union Clarification**

- 11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:
- (i) nature of subjects to be taught;
  - (ii) level of teaching and experience of the teacher and availability of technical and other resource assistance;
  - (iii) size and amenity of classroom, laboratory or other teaching/learning facility;
  - (iv) numbers of students in class;
  - (v) instructional modes;
  - (vi) availability of time for the teacher's professional development;
  - (vii) previously assigned schedules;
  - (viii) lead time for preparation of new and/or changed schedules;
  - (ix) availability of current curriculum;
  - (x) students with special needs;
  - (xi) introduction of new technology;
  - (xii) the timetabling of workload;
  - (xiii) level of complexity and rate of change in curriculum;
  - (xiv) **requirements for applied research;**
  - (xv) **required translation of materials.**

- *limits research*
- *limits translation*

**11.04 B 4 (NEW) The employee may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.**

- *No improvement to annual pd for counsellors and librarians*

14.03 A 1 **(b)** The following table indicates the maximum salary level attainable by an employee based on that employee's relevant formal education levels and equivalencies.

Maximum Step Level Attainable	Required Qualifications
Step 21	A minimum of a 4-year Canadian <del>University</del> <b><u>Baccalaureate</u></b> Degree, or equivalent; C.G.A.; P.Eng.; C.A.; C.M.A. (formerly R.I.A.)

- *Change reflects Colleges degrees*

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Union's explanatory comments on the Employer offer of January 27, 2010

Step 19	3-year CAAT Diploma or General Pass University Degree or Certified Journeyman* holding equivalent qualifications**
Step 18	2-year CAAT Diploma or Certified Journeyman*
Step 17	1-year post-secondary certificate
Step 16	No formal post-secondary diploma, certificate or degree

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

- *Loss of earned vacation*

27.02 A 2 The probationary period for the following will be one year's continuous employment:(...)  
 (iv) a full-time librarian who holds ~~a Bachelor's Degree in Library Science or a Master's Degree in Library~~ **and Information Studies or equivalent degree from an American Library Association accredited institution** ~~Science~~ and who has one year or more of full-time experience as a professional librarian in a Canadian Province or Territory.

- *Concession*

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

- |                      |                       |                           |
|----------------------|-----------------------|---------------------------|
| <del>G. Brent</del>  | P. Knopf              | D. Starkman               |
| H. Brown             | R. MacDowell          | S. Tacon                  |
| <del>D. Carter</del> | <del>R. McLaren</del> | <b><u>J. Bloch</u></b>    |
| L. Davie             | M. Picher             | <b><u>D. Leighton</u></b> |
| J. Devlin            | P. Picher             | <b><u>N. Jesin</u></b>    |
| R. Howe              | O. Shime              | <b><u>J. Parmar</u></b>   |
- (.....)

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**Union Clarification**

- 32.03 D The arbitration board shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith; nor to deal with any matter that is not a proper matter for grievance under this Agreement. **Section 14 (16) of the Colleges Collective Bargaining Act 2008 shall not apply.**
- 36.01 This Agreement shall take effect commencing on **November 18, 2009, save and except the changes to article 19.07 B which is effective December 1, 2009 and articles 11.01 E 3, 11.01 F 2, 11.02 C 2, 11.08 and 11.09 which are effective January 31, 2010** and shall have no retroactive effect or application (except Salary Schedules in Article 14 and Article 26) and shall continue in full force and effect until August 31, **2012**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing in **June 2012**, that it desires to amend this Agreement.
- APP I
- Modify SWF to delete reference to partial-load, sessional and part-time.
  - Modify SWF by changing "complementary functions for academic year" to "complementary functions for academic year or SWF period."
  - Add column to SFW for "additional attributed" in evaluation section.
- LOUs
- Include a reference in each Letter of Understanding as to when it was first introduced.
- Class Definition - Librarian (New) (Delete existing Librarian 1 & Librarian 2)**
- This class covers the position of a Librarian which combines the theoretical knowledge of library science, information studies and subject disciplines with the practical application of educational technologies for the purposes of information storage, retrieval and dissemination. Librarians are members of an academic community who share with faculty**
- *Denies new right gained in CCBA (2008)*
  - *Attempt to legitimize imposition*
  - *Agreement should take effect on date of ratification or signing, not on the date that the Terms and Conditions were imposed.*
  - *Limits notice period*
  - *Denies rights under CCBA*
  - *Assignment of work during non-teaching periods*

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colleagues in the responsibility of imparting life-long learning skills to students and are responsible for the collection, dissemination, and organization of bibliographic and learning resources in the College. Librarians may assist with administrative functions or provide guidance to support staff assigned to their areas of responsibility.

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

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

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