



Academic Bargaining 2021

College Proposal – M10B

Balance of Management’s Non-Monetary Proposals Part 2

Presented by:

The College Employer Council
(on behalf of the Colleges of Applied Arts and
Technology)

To:

The Ontario Public Service Employees Union
(for CAAT Academic Employees)

September 15, 2021

M10B- Non-Monetary Proposals

Amend APPENDIX III

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DENTAL PLAN COVERED DENTAL SERVICES AND PROCEDURE CODES

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

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

SCHEDULE A, B, C, D

(Refer to Article 19 for specific coverage)

SCHEDULE E

(Refer to Article 19 for specific coverage)

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

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

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

APPENDIX V SESSIONAL EMPLOYEES

Amend existing paragraphs 2 and 4 as follows (remainder unchanged):

2 A sessional employee is defined as a full-time employee appointed on a sessional basis for up to 12 full months of continuous or non-continuous accumulated employment in a 24 calendar month period **or and employee who is hired to replace and employee absent due to vacation, sick leave or leaves of absence even where the absence is greater in duration than 12 full months of continuous or non-continuous employment in a 24 calendar month period.** Such sessional employee may be released upon two weeks' written notice and shall resign by giving two weeks' written notice.

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

LETTERS OF UNDERSTANDING

AMENDED

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be effective **October 1, 2021** notwithstanding 36.01.

Re: Displacement of Part-Time Employees

This will confirm the advice given in negotiations that it is the Colleges' intention that failing placement under 27.06 A (iv) of a full-time employee who has completed the probationary period, the College will give reasonable consideration to the written request of a full-time employee about to be laid

off to continue a full-time assignment by displacing two or more part-time employees and the employee shall set out:

- (a) the names of such part-time employees, each of whom, have lesser continuous service with the College.

Upon receipt of such written request, the College will consider the feasibility thereof taking into account such features as:

- (b) possible reduction in efficiency, quality of performance or adverse effect upon the program objectives; and,

the **credentials**, competence, skill and experience to fulfill the requirements of the positions concerned ,

Re: Collective Bargaining Information Services -Advisory Committee (CBIS)

This will serve to confirm the parties, through the Report of the Wages & Benefits Task Force (July 1991), **had established an advisory committee to assist the Ministry of Labour Collective Bargaining Information Services (CBIS) in gathering and analyzing data for collective bargaining purposes. The Ministry of Labour Collective Bargaining Information Services (CBIS) has now withdrawn its support for this activity.**

The parties agree to appoint two members from each party to meet within 90 days of the signing of this agreement to work together to develop a mechanism for the ongoing gathering and analysis workload data for collective bargaining purposes and ensuring that the collections and transmittal of college level data to the parties is carried out in a consistent manner and on a regular basis.

Re: Signing of the Collective Agreement

The parties agree that the collective agreement will be signed within 30 days **of the date of ratification**

LETTERS OF UNDERSTANDING NEW

NEW LOU Re: COVID-19 Pandemic Emergency Conversion Electronic Materials

Commencing in March, 2020, and continuing at least until May 2022, because of the COVID-19 Pandemic, courses which were in process of being taught using the Face-to-Face Delivery method, or which would otherwise have been taught using the Face-to-Face Delivery method, were converted by faculty, on an emergency basis, to be delivered using the Remote Delivery Method. In effecting this emergency conversion, faculty prepared various electronic materials including video and audio content, recordings of lectures and labs and other online content. Recognizing that the Colleges, from time to time, engage Faculty to develop purely asynchronous online delivery courses ("Packaged Online Course"), it is understood that this letter applies only to those materials that were specifically prepared for the emergency conversion of Face-to-Face Delivery courses to Remote Delivery during the Pandemic (hereinafter "Pandemic E-materials") and not to courses specifically developed as a Package Online Course. The Colleges agree that Pandemic E-materials shall not be used in the non-pandemic delivery of courses except by the Faculty member who developed the Pandemic E-materials or with the consent of the Faculty member who developed the Pandemic E-materials. It is further understood that where a Faculty member is assigned to develop a Package Online Course, and the Faculty member uses any of the Pandemic E-materials that the Faculty member previously developed in the Package Online Course, this Letter of Understanding shall not apply to the Pandemic E-materials included in the Package Online Course.

In this letter of understanding:

Face-to-Face Delivery means learning that occurs when the educator and students are together in the same place at the same time. Traditional classroom and lab settings are examples of face-to-face delivery. Face-to-face delivery is synchronous.

Remote Delivery means delivery that occurs when classes are taught at a distance and when students and educators are not present together in a traditional classroom or lab setting. Remote learning may be synchronous or asynchronous and can be delivered through a Learning Management System, by using videoconferencing tools, emails, printed materials, broadcast media or through telephone or other voice

calls or a combination thereof. Remote learning may be online or by correspondence.

Synchronous Delivery means delivery that happens in real time. Traditional face to face classroom or lab delivery are examples of synchronous delivery. Synchronous remote delivery occurs when educators and students use videoconferencing, telephony tools, live-streaming, chats or instant messages in real-time to engage in teaching and learning activities.

Online Delivery means the delivery of educational content using an electronic Learning Management System or otherwise through the internet. Online delivery may be synchronous or asynchronous.

Asynchronous Delivery means learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

LETTERS OF UNDERSTANDING DELETE AS SPENT

Re: Short-Term Disability Plan (Joint Task Force)

Re: Intellectual Property

Re: Ontario Public Colleges: The Next 50 Years

Re: *Fair Workplaces, Better Jobs Act, 2017* (Bill 148 Issues)

Re: Counsellor Class Definition

Re: Salary Issue

CLASSIFICATION PLANS

Amend section I 1 B of Classification Plan for Professors and Counsellors and Librarians as follows (remainder unchanged)

B) Relevant Formal Qualifications

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

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

- CAAT 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 7 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journey person - per year (level) completed:
1½ points
(Maximum of 5 years)

The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2021, the maximum credit for formal qualifications will be seven (7) years.

(Note that years included herein are not also to be included under Factor A)

Amend Class definition of PROFESSOR as follows

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

- a) The design/revision/updating of courses, including:
 - consulting with program and course directors and other faculty members, advisory committees, accrediting agencies, potential employers and students;
 - defining course objectives and evaluating and validating these objectives;
 - specifying or approving learning approaches, necessary resources, etc.;
 - developing individualized instruction and multi-media presentations where applicable;
 - selecting or approving textbooks and learning materials.

- b) The teaching of assigned courses, including:
 - ensuring student awareness of course objectives, approach and evaluation techniques;
 - carrying out regularly scheduled instruction;
 - tutoring and academic counselling of students;
 - providing a learning environment which makes effective use of available resources, work experience and field trips;
 - evaluating student progress/achievement and assuming responsibility for the overall assessment of the student's work within assigned courses.

- c) The provision of academic leadership, including:
 - ~~providing guidance to Instructors relative to the Instructors' teaching assignments;~~

- participating in the work of curriculum and other consultative committees as requested.

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

REVISED PROPOSAL CLASS DEFINITION COUNSELLOR

Counsellors assist students to function effectively as learners and as individuals. Counsellors accomplish this by providing supportive therapeutic, developmental, preventative, and consultative services to help students overcome personal, social or educational barriers that may hinder learning or their ability to cope with everyday living. The Counsellor's duties may include:

- Providing clinical counselling in the management of a student's mental health, addiction, vocational and disability related issues through various delivery modes including one-on-one and group counselling (as a non-instructional activity).**
- Developing and leading mental health and wellness groups (as a non-instructional activity) as required.**
- Conducting student mental health risk assessments and providing crisis intervention support.**
- Referring students to culturally appropriate support, and/or to community and health sector resources for additional support for their mental health issues.**
- Leveraging feedback-informed treatment and care approaches by analyzing and interpreting clinical mental health assessments, tests, inventories and psychometrics within their scope of practice, education, training and professional qualifications.**
- Consulting or providing training to faculty, staff and students in recognizing, responding, and referring students in distress.**
- Participating in multidisciplinary student support and care teams as required.**

h) Participating in Student Behavioural Intervention/Risk Assessment Teams as required.

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, teaching as assigned, orientation, student employment, liaison with community service programs and agencies, and professional development and engaging in applied research related to counselling work, as required by the College.

Amend the Class Definition of INSTRUCTOR as follows:

Under the direction of the senior academic officer of the College or designate, the Instructor classification applies to those teaching positions where the duties and responsibilities of the incumbent are limited to that portion of the total spectrum of academic activities related to the provision of instruction to assigned groups of students through prepared courses of instruction and according to prescribed instructional formats, ~~and limited to instruction directed to the acquisition of a manipulative skill or technique; and under the direction of a Professor.~~ Notwithstanding such prescription, the Instructor is responsible for and has the freedom to provide a learning environment which makes effective use of the resources provided or identified, work experience, field trips, etc., and to select suitable learning materials from those provided or identified to facilitate the attainment by the students of the educational objectives of the assigned courses.

The Instructor's duties and responsibilities include:

- ensuring student awareness of course objectives, instructional approach, and evaluation systems;
- carrying out regularly scheduled instruction according to the format prescribed for the course, including as appropriate, classroom, laboratory, shop, field, seminar, computer-assisted, individualized learning, and other instructional techniques;
- tutoring and academic counselling of students in the assigned groups;
- evaluating student progress/achievement, assuming responsibility for the overall assessment of the students' work within the assigned course, and maintaining records as required;

- consulting with the Professors responsible for the courses of instruction on the effectiveness of the instruction in attaining the stated program objectives.

In addition, the Instructor may, from time to time, be called upon to contribute to other activities ancillary to the provision of instruction, such as procurement and control of instructional supplies and maintenance and control of instructional equipment.

The CEC reserves the right to add to or to modify these proposals during the course of bargaining.