



COLLEGE
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COUNCIL

CONSEIL DES
EMPLOYEURS
DES COLLÈGES



Academic Bargaining 2024 CEC Comprehensive Proposal

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)

November 5, 2024

Preamble:

The following represents the CEC's revised outstanding proposals, as of November 5, 2024. These proposals are made on a without prejudice basis. The CEC reserves the right to add to or modify these proposals during the course of bargaining.

Note that CEC's proposals are all effective as of the date of ratification, unless explicitly stated otherwise.

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| Article 2 | |
| STAFFING | |
| 2.03 E <u>A grievance regarding a violation of Article 2.02 or 2.03 A shall identify all bundle(s) of work that the Union alleges constitute a full-time position or positions.</u> | <p>Focuses the grievance and arbitration process and clearly identifies for the College and potentially the arbitrator the full-time bundles of work.</p> <p>At the grievance stage, this will improve the ability of colleges to respond.</p> <p>At the arbitration stage, this will reduce arbitrator and legal costs for arbitration, provide clear roadmaps for arbitrators and focus the process for all involved.</p> |
| Article 8 | |
| UNION BUSINESS | |
| 8.03 A <u>The Colleges agree to provide paid leaves of absence for the seven employees who are the members of the Union's negotiating team. These leaves shall extend from the beginning of bargaining for a new contract until such date as it is completed, not just for the specific times at which direct negotiations are being conducted. Leave of absence with pay shall be granted to a maximum of seven employee representatives selected to negotiate the renewal of the Collective Agreement for necessary time off for travel, direct negotiating, and preparation. The Union shall reimburse the College for all pay during such leave except for the days</u> | <p>Proposed changes to 8.03 A and B aim to bring the amount of union release time for bargaining more in line with the norm in labour relations.</p> <p>They also aim to bring the article in line with what is offered to Full Time Support Staff in Colleges and to employees in other bargaining units in Ontario.</p> |

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| <p><u>scheduled by the parties for direct negotiations and a maximum of fifteen days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.</u></p> <p>8.03 B</p> <p>The regular salary, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.03 A shall continue to be paid by the College. Such leave shall be with full accumulation of seniority. Employees on leave under this Article shall enjoy all rights provided by the Agreement and shall be deemed to have completed satisfactorily the total duties they could otherwise have been assigned.</p> | <p>The current union leave provision is an extreme outlier, even in our own sector.</p> <p>This proposal takes into account direct bargaining days and preparation time, with the union having the option to pay the difference if it so chooses.</p> |
| <p>8.04 A</p> <p>The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period <u>or a partial-load employee with at least 10 service credits calculated in accordance with article 26.10 C,</u> for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:</p> <ul style="list-style-type: none"> (i) the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function; (ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned. | <p>Full-Time employees must be employed in the bargaining unit for at least a year prior to being eligible for release for union business. It is also important for partial-load teachers, who are going to represent bargaining unit members, to have had sufficient time to become part of the College community and understand it, prior to being eligible for this release.</p> <p>A Partial-Load employee would typically accumulate 10 service credits over the course of one academic year.</p> |
| <p>8.04 B</p> <p>In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:</p> <ul style="list-style-type: none"> (i) In each College, there shall be a reduction of up to 30 <u>70</u> teaching contact hours per week (as selected by the Union | <p>Proposed changes to 8.04B (i) and (ii) provide an additional 5 teaching contact hours of release time overall for union business which can be purchased by the union.</p> <p>The addition of 5 more teaching contact hours per week per college results in approximately 11,000</p> |

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| <p>Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 25% of the base salary portion of the first 15 hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next 15 hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour (9) shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF). <u>to the College the base salary or, in the case of partial-load teachers, the hourly rate portion according to the following schedule:</u></p> <ul style="list-style-type: none"> a. <u>25% of the first 15 hours;</u> b. <u>50% of the next 15 hours; and</u> c. <u>100% of the next 40 hours.</u> <p>(ii) In each College there shall be a further reduction of up to 35 teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF <u>Standard Workload Form (SWF).</u></p> <p>(iii) <u>In the case of a partial-load employee, the allocation of hours for Union business shall be in addition to their partial-load assignment and used for calculating pay only. Such hours shall not be used for purposes of Article 26. Hours for Union business that extend beyond the dates of the partial-load assignment shall be at no cost to the College.</u></p> | <p>additional hours of release time afforded to union local members across the system.</p> <p>The proposed addition of 8.04 B (iii) allows for the allocation of time for union business to partial-load employees. This proposal maintains the partial-load's accumulation of service credits by adding the Union purchase over and above their partial-load contract.</p> |
| <p>8.05 A</p> <p>The Union Local President shall advise the College President by June April 1 of each year of the employee(s) to have a reduced teaching or work assignment pursuant to the provisions of 8.04 and the College shall arrange the reductions effective for the academic year commencing September 1 subject to the availability of a suitable</p> | <p>CEC's proposal recognizes the employer's fundamental right to assign workload and the Union's right to purchase time for Union business.</p> <p>April 1st provides stability to teachers and the Colleges. The</p> |

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| <p>replacement or substitute for the employee(s) concerned and the efficient operation of the College.</p> | <p>changes will allow them to determine SWF allocations with the knowledge of union leave at hand. Full Time employees will not have their SWF assignments changed just a couple of weeks before they go on vacation. The College can make more accurate and timely offers to Partial-load faculty to provide those workers with stability, rather than having to change offers and move course assignments around to accommodate union buyouts.</p> |
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8.06

Upon application in writing by the Union to the Human Resources Committee through the College concerned, a leave of absence shall be granted to two employees elected **or appointed** to a full-time position with the Union, subject to the availability of a suitable replacement or substitute for the person concerned. Such leave of absence shall be for one term of office of two years unless extended for a specific period on agreement of the parties. Such leave of absence shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding 27.03 C, be with full accumulation of seniority. **In the case of a partial-load employee, the College will extend the period in 26.10 E (i) by such period that the employee was elected or appointed.**

CEC's proposal allows for the equitable participation of partial-load faculty members in union business.

Article 11

WORKLOAD

The provisions in Article 11 are highly interdependent. Changes in one can result in significant cost implications for the system.

While the parties may discuss the proposal, individual responses/proposals are not subject to piecemeal acceptance. Changes in one article will necessarily require changes in others given the interdependence and significant potential cost implications.

Furthermore, the workload proposals are subject to an implementation period to allow Colleges to modify their systems. The implementation period is subject to negotiation and depends on the date of ratification/acceptance of a renewal collective agreement.

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| <p>11.01 B 1</p> <p><u>Unless otherwise agreed between the teacher and the supervisor, t</u> 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, for up to 38 40 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.</p> | <p>This proposal provides much needed flexibility in the scheduling of high demand programs such as apprenticeship where block release scheduling requires 8 week increments of teaching.</p> |
| <p>11.01 B 2</p> <p>A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.</p> <p><u>Teaching contact hours shall only be assigned on the standard workload form for modalities with synchronous delivery. For any assigned asynchronous hours, the number of teaching contact hours that would have been assigned if such hours were being delivered synchronously shall be used to calculate attributed hours for preparation and evaluation only.</u></p> | <p>This proposal more accurately reflects the work that is required in the asynchronous mode of delivery.</p> |
| <p>11.01 B 3</p> <p><u>Modes of Delivery are defined as:</u></p> <p><u>Synchronous: The College schedules Teaching Contact Hours to occur in real time (in person and/or online).</u></p> <p><u>Asynchronous: The College does not schedule any Teaching Contact Hours; teachers and students engage with course content at different times, from different locations, using a College learning management system.</u></p> <p><u>Hybrid: A combination, predetermined by the College, of Synchronous and Asynchronous delivery modalities.</u></p> <p><u>Multi-Modal Flexible Delivery (aka Hyflex): The College schedules Teaching Contact Hours and determines that students may choose to attend synchronously (in person or online) or participate asynchronously.</u></p> | <p>These proposed definitions are high-level enough to apply to the many variations in terminology and approach that exist across the 24 colleges.</p> <p>The Colleges have a responsibility to determine modes of delivery to ensure consistency for students and compliance with external regulations.</p> |

11.01 C

Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes. **No teaching block will be scheduled for less than one hour. Teaching blocks may be extended by half-hour increments provided that the total weekly teaching contact hours assigned to a course equal a whole number. Each half-hour extension to a teaching contact hour shall include a break of up to five minutes.**

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

The proposed changes to 11.01 C provide additional flexibility for the scheduling of courses. The current language restricts scheduling options, which can impact pedagogy.

As an example, under this proposal, a 3 TCH course could be scheduled in two 1 ½ hour blocks, rather than being forced into a 3-hour continuous block, a 1 + 2-hour delivery pattern, or a 1+1+1-hour delivery pattern.

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 |
|--|--|
| <u>New Multi-Modal Flexible</u> | 1 : 1.20 |
| New | 1 : 1.10 |
| Established A | 1 : 0.85 |
| Established B | 1 : 0.60 |
| Repeat A | 1 : 0.45 |
| Repeat B | 1 : 0.35 |
| <u>Repeat C</u> | 1 : 0.25 |
| Special A | as indicated below |
| Special B | as indicated below |

CEC’s proposal addresses the Flaherty Workload Taskforce Report, which suggests that preparation time is increased in the Hyflex mode of delivery, and that additional time is required to adapt to new modes of delivery when they are first assigned.

This proposal also addresses the assignment of multiple repeat sections of an asynchronous course.

11.01 D 2

No more than four different course preparations shall be assigned to a teacher in a given week, except by voluntary agreement which shall not be unreasonably withheld. **However, in situations where four course preparations are assigned and result in fewer than 35 total workload hours, the College may add additional course preparations.**

CEC’s proposal applies to situations in which there are very small class sizes and/or singular sections of courses to assign. It is difficult to assign equitable workload assignments to full-time faculty in these types of situations.

11.01 D 3

For purposes of the formula:

(i) **"New Multi-Modal Flexible" refers to the first section of a Multi-Modal Flexible 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 defined below); or**
- **teaching for the first time since a major revision of the course or curriculum has been approved by the College.**

(ii) "New" 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 defined below); or
- teaching for the first time since a major revision of the course or curriculum has been approved by the College; **or**
- **teaching for the first time in a new Mode of Delivery as assigned by the College, unless it is a Multi-Modal Flexible delivery course.**

Renumber subsequent

(vii) "Repeat C" refers to additional asynchronous sections of a course which the teacher is also delivering asynchronously and concurrently and for which hours of preparation have already been attributed under "New" or "Established".

Renumber subsequent

The CEC's proposal recognizes the additional work reported by teachers in the Flaherty Workload Taskforce report by increasing the preparation factor to new whenever the teacher is teaching a course for the first time in a new delivery mode.

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 <u>or Assisted</u> |
|-------------------------|--------------------------------|-------------------------------|
| 1:0.0350 per student | 1:0.015 per student | 1:0.0092 per student |

These proposals address the Flaherty Workload Taskforce Report, which suggests that additional time is needed to assess essays and projects and less time is needed for electronically assisted evaluations.

11.01 E 2

For purposes of the formula:

- (i) "Essay or project evaluation and feedback" is grading:
 - essays
 - essay type assignments or tests
 - projects; or
 - student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.
- (ii) "Routine ~~or assisted~~ evaluation and feedback" is grading **of short answer tests** by the teacher outside teaching contact hours ~~of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.~~
- (iii) "In-process evaluation and feedback" is evaluation performed within the teaching contact hour. **"Assisted evaluation and feedback" is grading generated through the use of computer-based question and answer software or other similar evaluative tools or where marking assistants are provided.**
- (iv) Where a course requires more than one type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.

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| <p>11.01 F 1</p> <p>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.</p> <p>An allowance of a minimum of six and a half hours of the 44 hour maximum weekly total workload shall be attributed as follows:</p> <p style="padding-left: 40px;">four and a half hours for routine out-of-class assistance to individual students</p> <p style="padding-left: 40px;">two hours for normal administrative tasks.</p> <p>The teacher shall inform their students of availability for out-of-class assistance in keeping with the academic needs of students.</p> <p>11.01 F 2</p> <p>The attribution of four and a half hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in their total course load. When a teacher who has more than 260 students in their total course load considers that they will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with their 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.</p> | <p>These proposals address the Flaherty Workload Taskforce Report, which suggests that more time is needed for out-of-class assistance to students.</p> |
| <p><u>11.01 G 3</u></p> <p><u>Where a College assigns an Asynchronous or Hybrid course, it shall attribute time for additional out-of-class assistance according to the following formula: (number of students enrolled in the course) x (number of asynchronous hours assigned) x 0.015.</u></p> <p><u>11.01 G 4</u></p> <p><u>Where a College assigns a Multi-Modal Flexible course, it shall attribute time for additional out-of-class assistance according to the following formula: (number of students enrolled in the course) x 0.015.</u></p> | <p>These proposals more accurately reflect the work that is required in the asynchronous and Multi-Modal Flexible mode of delivery.</p> <p>They also address the Flaherty Workload Taskforce Report, which suggests that class size impacts the time required.</p> |

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| <p>11.01 H 1</p> <p>The College shall allow each teacher at least ten working days of professional development in each academic year <u>to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the teacher to perform their responsibilities.</u></p> <p>11.01 H 2</p> <p>Unless otherwise agreed between the A teacher and the supervisor may agree, that the allowance of ten days shall include one a period of at least five consecutive working days for professional development. <u>The teacher shall make any such request for consecutive professional development days with a minimum of 30 days' notice.</u></p> <p>11.01 H 3</p> <p>The <u>nature, type and</u> arrangements for such professional development shall be made following discussion between the supervisor and the teacher <u>and is</u> subject to agreement between the supervisor and the teacher, and such agreement <u>which</u> shall not be unreasonably withheld.</p> | <p>These proposals ensure that investments in PD are to the benefit of students, faculty, and the College.</p> <p>They also establish a short-notice period to plan and prepare for the time off. This ensures that management and students will know in advance when the professor will be away.</p> |
| <p>11.01 K 1</p> <p>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, 190 <u>200</u> contact days per academic year for a teacher not in post-secondary programs.</p> <p>11.01 K 3</p> <p>Teaching contact hours shall not exceed 648 teaching contact hours per academic year for a teacher in post-secondary programs, 760 <u>880</u> teaching contact hours per academic year for a teacher not in post-secondary programs.</p> | <p>These proposals provide more flexibility in the scheduling of high demand programming such as Apprenticeship.</p> <p>For example, In Apprenticeship programming, scheduling is impacted by requirements such as Block Release (8-week semesters) and Day Release (8 and ½ hour day).</p> |

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| <p>11.01 L 1</p> <p>The contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour <u>except when established at the time of hire based on program requirements</u>, or by written voluntary agreement, which shall not be unreasonably withheld. The Union Local shall receive a copy of such agreement within seven days.</p> | <p>This proposed change provides flexibility for scheduling in programs that have specific needs to establish an appropriate work-day that supports students.</p> <p>As an example, some apprenticeship programs with "day-release" requirements need to be scheduled based on an 8 ½ hour day.</p> |
| <p>11.03</p> <p>The academic year shall be ten months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from <u>commence</u> September 1 to the following June 30 <u>August 31</u>. The academic year shall in any event permit year-round operation and where a College determines the needs of any program otherwise, then the scheduling of a teacher in one or both of the months of July and August shall be on a consent or rotational basis.</p> | <p>This proposal modernizes the definition of the academic year to reflect the current reality, which is aligned with the needs of students and community members who expect access to a full range of offerings throughout the calendar year. This change is meant to provide students and community members with the flexibility they need, and to accurately reflect the definition of the academic year which is currently in place across the sector.</p> |
| <p><u>11.04 A 2</u></p> <p><u>Where a Counsellor or Librarian is assigned to work overtime in excess of 35 hours in any given week, such time shall be compensated at the rate of 0.083% of annual regular salary.</u></p> | <p>This proposal responds to the recommendation in the Flaherty Workload Taskforce Report to establish a method for compensating overtime assigned to counsellors and librarians. The proposed formula compensates at an amount equivalent to one and a half times regular salary.</p> |

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| <p>11.04 B 1</p> <p>The College shall allow each Counsellor and Librarian at least ten working days of professional development in each academic year <u>to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the Counsellor or Librarian to perform their responsibilities.</u></p> <p>11.04 B 2</p> <p>Unless otherwise agreed between the A Counsellor/ or Librarian and the supervisor may agree, that the allowance of ten days shall include one a period of at least five consecutive working days for professional development. <u>The Counsellor/Librarian shall make any such request for consecutive professional development days with a minimum of 30 days' notice.</u></p> <p>11.04 B 3</p> <p>The nature, type and arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor or Librarian and is subject to agreement between the supervisor and the Counsellor or Librarian, and such agreement which shall not be unreasonably withheld.</p> | <p>These proposals ensure that investments in PD are to the benefit of students, faculty, and the College.</p> <p>They also establish a short-notice period to plan and prepare for the time off.</p> |
| <p>11.09 A 1</p> <p>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, <u>the latter of which shall not be unreasonably withheld.</u></p> | <p>CEC's proposal facilitates the implementation of Modified Workload Arrangements.</p> |
| <p>Article 14</p> | |
| <p>SALARIES</p> | |
| <p style="text-align: center;">MONETARY PROPOSALS</p> <p>Compensation Adjustments: (ATB = across-the-board to all salary steps)</p> <ul style="list-style-type: none"> • 2% ATB (Date of Ratification) • 2% ATB (October 1, 2025) • 2% ATB (October 1, 2026) • 2% ATB (October 1, 2027) | <p>A 4 year agreement provides stability to students, faculty and Colleges.</p> <p>The most recent reported 12 month increase in inflation at September 2024 is 1.6%.</p> |

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>2% Effective [Ratification Date]</u> | <u>2% Effective October 1, 2025</u> | <u>2% Effective October 1, 2026</u> | <u>2% Effective October 1, 2027</u> |
|----------------|--|--|--|--|
| Step 5 | <u>\$74,541</u> | <u>\$76,032</u> | <u>\$77,553</u> | <u>\$79,104</u> |
| Step 6 | <u>\$77,965</u> | <u>\$79,524</u> | <u>\$81,114</u> | <u>\$82,736</u> |
| Step 7 | <u>\$81,386</u> | <u>\$83,014</u> | <u>\$84,674</u> | <u>\$86,367</u> |
| Step 8 | <u>\$84,807</u> | <u>\$86,503</u> | <u>\$88,233</u> | <u>\$89,998</u> |
| Step 9 | <u>\$88,227</u> | <u>\$89,992</u> | <u>\$91,792</u> | <u>\$93,628</u> |
| Step 10 | <u>\$91,648</u> | <u>\$93,481</u> | <u>\$95,351</u> | <u>\$97,258</u> |
| Step 11 | <u>\$95,069</u> | <u>\$96,970</u> | <u>\$98,909</u> | <u>\$100,887</u> |
| Step 12 | <u>\$98,491</u> | <u>\$100,461</u> | <u>\$102,470</u> | <u>\$104,519</u> |
| Step 13 | <u>\$101,914</u> | <u>\$103,952</u> | <u>\$106,031</u> | <u>\$108,152</u> |
| Step 14 | <u>\$105,334</u> | <u>\$107,441</u> | <u>\$109,590</u> | <u>\$111,782</u> |
| Step 15 | <u>\$108,758</u> | <u>\$110,933</u> | <u>\$113,152</u> | <u>\$115,415</u> |
| Step 16 | <u>\$112,168</u> | <u>\$114,411</u> | <u>\$116,699</u> | <u>\$119,033</u> |
| Step 17 | <u>\$115,581</u> | <u>\$117,893</u> | <u>\$120,251</u> | <u>\$122,656</u> |
| Step 18 | <u>\$118,990</u> | <u>\$121,370</u> | <u>\$123,797</u> | <u>\$126,273</u> |
| Step 19 | <u>\$122,402</u> | <u>\$124,850</u> | <u>\$127,347</u> | <u>\$129,894</u> |
| Step 20 | <u>\$125,813</u> | <u>\$128,329</u> | <u>\$130,896</u> | <u>\$133,514</u> |
| Step 21 | <u>\$129,222</u> | <u>\$131,806</u> | <u>\$134,442</u> | <u>\$137,131</u> |
| Step 22 | <u>\$132,711</u> | <u>\$135,365</u> | <u>\$138,072</u> | <u>\$140,833</u> |

Maximum Salary Table

(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 |
|-------------------------------|---|
| <u>Step 22</u> | <u>A minimum of a Doctorate degree such as a Doctor of Philosophy, Nursing or Education</u> |
| Step 21 | A minimum of a 4-year Canadian Baccalaureate Degree or equivalent; CGA; P.Eng.; CA; CMA (formerly RIA) |
| Step 19 | 3-year CAAT Diploma or General Pass University Degree or Certified Journeyperson holding equivalent qualifications* |
| Step 18 | 2-year CAAT Diploma or Certified Journeyperson |
| Step 17 | 1-year post-secondary certificate |
| Step 16 | No formal post-secondary diploma, certificate or degree |

NOTE: Formal educational qualifications not specified above will be subject to evaluation by the Joint Educational Qualifications Subcommittee, as described in Appendix II.

* Equivalent qualifications for a certified Journeyperson or someone treated as such, shall mean the successful completion of five full-year CAAT courses at the technologists level of which two are directly related to the individual's area of expertise, or the equivalent. The course of study leading to equivalent qualifications for a certified Journeyperson or someone treated as such, shall be approved in advance by the College.

14.03 A 2

- (a) Annual increments to the control point are based on experience, at the rate of one step for each completed year on-the-job experience. Above the control point, but not beyond the maximum, one step will be granted where performance in the past year was satisfactory. For the purposes of this paragraph the following shall be considered as on-the-job experience: leave for union activities, paid leave of absence, secondment.
- (b) The following table indicates the control point relevant for an employee based on the maximum base salary level that employee may attain in the salary schedule. The control point relevant to full-time instructors is contained within the wage schedule 14.03 A 2 (c).

| Maximum Step Attainable | Effective October 1, 2021 | Effective October 1, 2022 | Effective October 1, 2023 | <u>Effective October 1, 2024</u> |
|-------------------------|---------------------------|---------------------------|---------------------------|---|
| Step 16 | Step 10 | Step 10 | Step 10 | <u>Step 10</u> |
| Step 17 | Step 11 | Step 11 | Step 11 | <u>Step 11</u> |
| Step 18 | Step 11 | Step 11 | Step 11 | <u>Step 11</u> |
| Step 19 | Step 12 | Step 12 | Step 12 | <u>Step 12</u> |
| Step 20 | | | | |
| Step 21 | Step 13 | Step 13 | Step 13 | <u>Step 13</u> |
| <u>Step 22</u> | | | | <u>Step 14</u> |

Salary Schedules for Full-Time Instructors

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

| STEP LEVEL | <u>2% Effective [Ratification Date]</u> | <u>2% Effective October 1, 2025</u> | <u>2% Effective October 1, 2026</u> | <u>2% Effective October 1, 2027</u> |
|------------|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Minimum | <u>\$49,037</u> | <u>\$50,018</u> | <u>\$51,018</u> | <u>\$52,038</u> |
| Step 1 | <u>\$52,464</u> | <u>\$53,513</u> | <u>\$54,583</u> | <u>\$55,675</u> |
| Step 2 | <u>\$55,880</u> | <u>\$56,998</u> | <u>\$58,138</u> | <u>\$59,301</u> |
| Step 3 | <u>\$59,300</u> | <u>\$60,486</u> | <u>\$61,696</u> | <u>\$62,930</u> |
| Step 4 | <u>\$62,724</u> | <u>\$63,978</u> | <u>\$65,258</u> | <u>\$66,563</u> |
| Step 5 | <u>\$66,144</u> | <u>\$67,467</u> | <u>\$68,816</u> | <u>\$70,192</u> |
| Step 6 | <u>\$69,565</u> | <u>\$70,956</u> | <u>\$72,375</u> | <u>\$73,823</u> |
| Step 7 | <u>\$72,987</u> | <u>\$74,447</u> | <u>\$75,936</u> | <u>\$77,455</u> |
| Step 8 | <u>\$76,409</u> | <u>\$77,937</u> | <u>\$79,496</u> | <u>\$81,086</u> |
| Step 9 | <u>\$79,831</u> | <u>\$81,428</u> | <u>\$83,057</u> | <u>\$84,718</u> |
| Step 10 | <u>\$83,253</u> | <u>\$84,918</u> | <u>\$86,616</u> | <u>\$88,348</u> |

Guidelines

Allowances - Professors

14.03 A 3

Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, which shall be reduced to writing prior to the acceptance of the designation, subject to changes as circumstances require. It is understood that coordinators do not have responsibility for the supervision, **hiring** or for the disciplining of teachers **employees** in the bargaining unit. 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 **shall** 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. **Additional attributed time may be assigned as a complementary function.**

This proposal broadens the definition of a coordinator, allowing counsellors and librarians to be considered for the coordinator role, and acknowledges that additional time may be attributed as a complementary function.

Article 15

VACATIONS

15.01 A

A full-time employee who has completed ~~one full academic year's~~ **ten (10) months of** service with the College shall be entitled to a vacation of two months as scheduled by the College. 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.

A full-time employee who has completed less than ~~one full academic year's~~ **ten (10) ten months of** service with the College shall be entitled to a two month vacation period and **but** shall be paid the remainder of the employee's prorated annual salary **accrued vacation pay based on actual service at the time vacation is taken.**

The request of the employee shall be in writing and a copy provided to the Union Local President. Where the employee requests a vacation in other than a contiguous two month block, the employee shall be entitled to forty-three (43) weekdays of vacation not including any holidays as set out in Article 16.

The proposed changes to this article align with the proposed change to article 11.03 regarding the academic year. These proposals are contingent on one another.

Employees remain entitled to 2 months of fully paid vacation after 10 months of employment.

Article 19

OTHER INSURANCE PLANS

Effective 90 days post-ratification

19.04

The College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of ~~\$400~~ **\$525** each two years, per person 18 years of age and over, and ~~\$400~~ **\$525** each one year per person under 18 years of age, for glasses, frames, contact lenses, and refractive surgery, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deduction.

Effective 90 days post-ratification

19.05

The College shall pay 75% of the premiums for full-time employees for a Hearing Care Plan providing coverage to a maximum of ~~\$3,000~~ **\$3,500** each three years, per person, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deductions

Article 26

PARTIAL-LOAD EMPLOYEES

26.02 A

A partial-load employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact hour at an hourly rate. **The rate shall be** calculated in accordance with 26.04 **and includes compensation for teaching and ancillary duties related to the teaching assignment that occur outside of the scheduled class time.**

This proposal addresses the related recommendation in the Flaherty Workload Taskforce Report.

This proposal is contingent on the parties reaching agreement regarding amendments to Article 11 and is subject to the same implementation period.

26.02 C

Where a partial-load employee is assigned a course in a Multi-Modal Flexible Mode of Delivery, as defined in 11.01 B 3, the hourly rate paid in relation to that course shall be at one step level above the applicable hourly rate calculated in accordance with 26.02 A.

This proposal addresses the Flaherty Workload Taskforce Report, which suggests that more time is required for courses assigned in a Multi-Mode Flexible mode of delivery.

26.04

The following tables indicate the hourly rate paid at each step for partial-load employees. For progression on the grid, refer to 26.10 B

Post-Secondary Partial-Load Professors

| STEP LEVEL | <u>2% Effective [Ratification Date]</u> | <u>2% Effective October 1, 2025</u> | <u>2% Effective October 1, 2026</u> | <u>2% Effective October 1, 2027</u> |
|----------------|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Step 5 | <u>\$99.59</u> | <u>\$101.58</u> | <u>\$103.61</u> | <u>\$105.68</u> |
| Step 6 | <u>\$104.17</u> | <u>\$106.25</u> | <u>\$108.38</u> | <u>\$110.55</u> |
| Step 7 | <u>\$108.74</u> | <u>\$110.91</u> | <u>\$113.13</u> | <u>\$115.39</u> |
| Step 8 | <u>\$113.31</u> | <u>\$115.58</u> | <u>\$117.89</u> | <u>\$120.25</u> |
| Step 9 | <u>\$117.90</u> | <u>\$120.26</u> | <u>\$122.67</u> | <u>\$125.12</u> |
| Step 10 | <u>\$122.44</u> | <u>\$124.89</u> | <u>\$127.39</u> | <u>\$129.94</u> |
| Step 11 | <u>\$127.02</u> | <u>\$129.56</u> | <u>\$132.15</u> | <u>\$134.79</u> |
| Step 12 | <u>\$131.60</u> | <u>\$134.23</u> | <u>\$136.91</u> | <u>\$139.65</u> |
| Step 13 | <u>\$136.15</u> | <u>\$138.87</u> | <u>\$141.65</u> | <u>\$144.48</u> |
| Step 14 | <u>\$140.74</u> | <u>\$143.55</u> | <u>\$146.42</u> | <u>\$149.35</u> |
| Step 15 | <u>\$145.30</u> | <u>\$148.21</u> | <u>\$151.17</u> | <u>\$154.19</u> |
| Step 16 | <u>\$149.87</u> | <u>\$152.87</u> | <u>\$155.93</u> | <u>\$159.05</u> |
| Step 17 | <u>\$154.46</u> | <u>\$157.55</u> | <u>\$160.70</u> | <u>\$163.91</u> |
| Step 18 | <u>\$159.02</u> | <u>\$162.20</u> | <u>\$165.44</u> | <u>\$168.75</u> |
| Step 19 | <u>\$163.60</u> | <u>\$166.87</u> | <u>\$170.21</u> | <u>\$173.61</u> |
| Step 20 | <u>\$168.19</u> | <u>\$171.55</u> | <u>\$174.98</u> | <u>\$178.48</u> |
| Step 21 | <u>\$172.77</u> | <u>\$176.23</u> | <u>\$179.75</u> | <u>\$183.35</u> |
| Step 22 | <u>\$177.43</u> | <u>\$180.98</u> | <u>\$184.60</u> | <u>\$188.29</u> |

A 4 year agreement provides stability to students, faculty and Colleges.

The most recent reported 12 month increase in inflation at September 2024 is 1.6%.

Non Post-Secondary Partial-Load Professors

| STEP LEVEL | <u>2% Effective [Ratification Date]</u> | <u>2% Effective October 1, 2025</u> | <u>2% Effective October 1, 2026</u> | <u>2% Effective October 1, 2027</u> |
|----------------|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Step 5 | <u>\$89.62</u> | <u>\$91.41</u> | <u>\$93.24</u> | <u>\$95.10</u> |
| Step 6 | <u>\$93.78</u> | <u>\$95.66</u> | <u>\$97.57</u> | <u>\$99.52</u> |
| Step 7 | <u>\$97.85</u> | <u>\$99.81</u> | <u>\$101.81</u> | <u>\$103.85</u> |
| Step 8 | <u>\$101.98</u> | <u>\$104.02</u> | <u>\$106.10</u> | <u>\$108.22</u> |
| Step 9 | <u>\$106.09</u> | <u>\$108.21</u> | <u>\$110.37</u> | <u>\$112.58</u> |
| Step 10 | <u>\$110.20</u> | <u>\$112.40</u> | <u>\$114.65</u> | <u>\$116.94</u> |
| Step 11 | <u>\$114.33</u> | <u>\$116.62</u> | <u>\$118.95</u> | <u>\$121.33</u> |
| Step 12 | <u>\$118.43</u> | <u>\$120.80</u> | <u>\$123.22</u> | <u>\$125.68</u> |
| Step 13 | <u>\$122.56</u> | <u>\$125.01</u> | <u>\$127.51</u> | <u>\$130.06</u> |
| Step 14 | <u>\$126.67</u> | <u>\$129.20</u> | <u>\$131.78</u> | <u>\$134.42</u> |
| Step 15 | <u>\$130.76</u> | <u>\$133.38</u> | <u>\$136.05</u> | <u>\$138.77</u> |
| Step 16 | <u>\$134.90</u> | <u>\$137.60</u> | <u>\$140.35</u> | <u>\$143.16</u> |
| Step 17 | <u>\$139.01</u> | <u>\$141.79</u> | <u>\$144.63</u> | <u>\$147.52</u> |
| Step 18 | <u>\$143.13</u> | <u>\$145.99</u> | <u>\$148.91</u> | <u>\$151.89</u> |
| Step 19 | <u>\$147.26</u> | <u>\$150.21</u> | <u>\$153.21</u> | <u>\$156.27</u> |
| Step 20 | <u>\$153.21</u> | <u>\$156.27</u> | <u>\$159.40</u> | <u>\$162.59</u> |
| Step 21 | <u>\$159.16</u> | <u>\$162.34</u> | <u>\$165.59</u> | <u>\$168.90</u> |
| Step 22 | <u>\$163.46</u> | <u>\$166.73</u> | <u>\$170.06</u> | <u>\$173.46</u> |

Post-Secondary Partial-Load Instructors

| STEP LEVEL | <u>2% Effective [Ratification Date]</u> | <u>2% Effective October 1, 2025</u> | <u>2% Effective October 1, 2026</u> | <u>2% Effective October 1, 2027</u> |
|------------|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Minimum | <u>\$65.50</u> | <u>\$66.81</u> | <u>\$68.15</u> | <u>\$69.51</u> |
| Step 1 | <u>\$70.10</u> | <u>\$71.50</u> | <u>\$72.93</u> | <u>\$74.39</u> |
| Step 2 | <u>\$74.65</u> | <u>\$76.14</u> | <u>\$77.66</u> | <u>\$79.21</u> |
| Step 3 | <u>\$79.23</u> | <u>\$80.81</u> | <u>\$82.43</u> | <u>\$84.08</u> |
| Step 4 | <u>\$83.79</u> | <u>\$85.47</u> | <u>\$87.18</u> | <u>\$88.92</u> |
| Step 5 | <u>\$88.39</u> | <u>\$90.16</u> | <u>\$91.96</u> | <u>\$93.80</u> |
| Step 6 | <u>\$92.95</u> | <u>\$94.81</u> | <u>\$96.71</u> | <u>\$98.64</u> |
| Step 7 | <u>\$97.50</u> | <u>\$99.45</u> | <u>\$101.44</u> | <u>\$103.47</u> |
| Step 8 | <u>\$102.06</u> | <u>\$104.10</u> | <u>\$106.18</u> | <u>\$108.30</u> |
| Step 9 | <u>\$106.61</u> | <u>\$108.74</u> | <u>\$110.91</u> | <u>\$113.13</u> |
| Step 10 | <u>\$111.23</u> | <u>\$113.45</u> | <u>\$115.72</u> | <u>\$118.03</u> |

Non Post-Secondary Partial-Load Instructors

| STEP LEVEL | <u>2% Effective [Ratification Date]</u> | <u>2% Effective October 1, 2025</u> | <u>2% Effective October 1, 2026</u> | <u>2% Effective October 1, 2027</u> |
|------------|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Minimum | <u>\$58.95</u> | <u>\$60.13</u> | <u>\$61.33</u> | <u>\$62.56</u> |
| Step 1 | <u>\$63.07</u> | <u>\$64.33</u> | <u>\$65.62</u> | <u>\$66.93</u> |
| Step 2 | <u>\$67.18</u> | <u>\$68.52</u> | <u>\$69.89</u> | <u>\$71.29</u> |
| Step 3 | <u>\$71.31</u> | <u>\$72.74</u> | <u>\$74.19</u> | <u>\$75.67</u> |
| Step 4 | <u>\$75.39</u> | <u>\$76.90</u> | <u>\$78.44</u> | <u>\$80.01</u> |
| Step 5 | <u>\$79.52</u> | <u>\$81.11</u> | <u>\$82.73</u> | <u>\$84.38</u> |
| Step 6 | <u>\$83.64</u> | <u>\$85.31</u> | <u>\$87.02</u> | <u>\$88.76</u> |
| Step 7 | <u>\$87.74</u> | <u>\$89.49</u> | <u>\$91.28</u> | <u>\$93.11</u> |
| Step 8 | <u>\$91.87</u> | <u>\$93.71</u> | <u>\$95.58</u> | <u>\$97.49</u> |
| Step 9 | <u>\$95.96</u> | <u>\$97.88</u> | <u>\$99.84</u> | <u>\$101.84</u> |
| Step 10 | <u>\$100.12</u> | <u>\$102.12</u> | <u>\$104.16</u> | <u>\$106.24</u> |

26.10 D

In addition to maintaining a record of a partial-load employee’s job experience, the college shall keep a record of the courses that the employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity and the departments/schools where the partial-load employee has taught such courses. An employee may provide the college with evidence of courses that the employee has taught in a part-time, partial-load, or sessional capacity prior to December 20, 2017.

By April 30th in each year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following academic year and the maximum number of teaching contact hours that they are prepared to teach (to a maximum of 12). **An employee hired as partial-load for the first time on or after [Date of Ratification] shall be eligible, once they have obtained 10 service credits calculated in accordance with 26.10 C, to register their interest pursuant to this Article.** This individual will be considered a registered partial-load employee for the purpose of 26.10 E. For the Fall, Winter, Spring and Summer terms of the 2021-2022 academic year and the Fall 2022 semester, partial-load employees must register no later than October 30, 2021.

~~Upon request, the~~ College will ~~make available~~ **shall provide** to the Union, 4 weeks after April 30th in each year, a list of the partial-load employees who ~~have~~ **are** registered in accordance with this article and the courses which the partial-load employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity.

This proposal to introduce a Partial-Load probationary period brings these employees in line with all other employee groups at the college and beyond.

A partial-load employee would typically accumulate 10 service credits over the course of 1 academic year. This ensures alignment with other employee groups at within the college system who are typically required to serve a 1-year probationary period.

26.10 E

Subject to the application of Articles 2.02 and 27.06, commencing in the 2018-2019 academic year, where the school or department within a college determines that there is a need to hire a partial-load employee to teach a course ~~that has previously been taught by~~ that a registered partial-load employee **has taught within the last four (4) academic years in the department/school**, pursuant to 26.10 D ~~in the department/school~~, it shall give priority in hiring to such partial-load employee if:

- (i) They are currently employed, or if they have previously been employed as a partial-load employee for at least eight (8) months of service as defined in 26.10 C within the last four (4) academic years, and

These proposed changes ensure that Partial-load employees who have priority in the College system maintain currency in the fields in which they are teaching.

| | |
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| <p>(ii) The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.</p> <p>Where a school or department determines that there is a need to assign a course on a partial-load basis and a partial-load employee has priority over such course, the school or department shall offer such employee the maximum number of teaching contact hours from amongst the courses for which they have priority but not exceeding the number of teaching contact hours that the partial load employee has indicated their preparedness to teach. Where the assignment of one or more courses is cancelled the school or department shall not be required to reassign or redistribute courses.</p> <p>The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.</p> <p>Where two (2) or more partial-load employees would be entitled to be offered the course assignment, the employee with the most service will be offered the first opportunity.</p> <p>The College shall not circumvent the priority established pursuant to this article by assigning a new course code or name to a course unless there has been a major revision of the course or curriculum.</p> | |
| <p>26.10 F</p> <p><u>A partial-load employee’s priority in hiring, as provided for in article 26.01 E, shall cease to apply:</u></p> <p><u>(i) where the partial-load employee refuses all offers of partial-load assignment in an academic year; or</u></p> <p><u>(ii) where the partial-load employee is released or resigns pursuant to article 26.10 A.</u></p> <p><u>However, the employee will be eligible to register for priority, in accordance with 26.10 D, when they are next hired as a partial-load employee by the College.</u></p> | <p>These proposed changes ensure that the partial-load registry remains current by only including individuals who have demonstrated an ongoing interest and availability to take contracts.</p> <p>Keeping the partial load registry current can help speed up the process for determining assignments and issuing contracts in a timely manner.</p> |

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| <p>26.10 F G</p> <p>Notwithstanding 26.10 F, W-w where a partial-load employee advises the College that the employee has:</p> <ul style="list-style-type: none"> (i) given birth to a child and has not worked for a period of up to 78 weeks from the date of birth; or (ii) has become a parent, not by giving birth, and has not worked for a period of up to 63 weeks from the date that the child has come into the custody, care and control of the employee for the first time; <p>The College will extend the period in 26.10 E (i) by such period that the employee has not worked.</p> | <p>This proposed change ensures that employees do not lose their ability to maintain priority due to the addition of the new 26.10 F.</p> |
| <p>Renumber 26.10 G:</p> <p>26.10 G H</p> <p>It is understood that a partial-load employee’s priority in hiring provided for in article 26.10 E shall cease to apply where the partial-load employee is terminated from employment for cause, which termination is not reversed pursuant to the grievance and arbitration procedures in article 32.</p> | <p>Renumber only.</p> |
| <p>Article 27</p> | |
| <p>JOB SECURITY</p> | |
| <p>Layoff and Involuntary Transfer</p> | |
| <p>27.05</p> <p>When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply:</p> <ul style="list-style-type: none"> (i) The College will notify the Union Local President and the College Employment Stability Committee (CESC) of the planned staff reduction and the courses, programs or services affected. (ii) Within seven calendar days of the receipt of such notification, the CESC shall meet for the purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected. | <p>The proposed changes to articles 27.05, 27.06, 27.09, and the LoU on “the displacement of PT employees” are related to the fact that colleges are accountable for ensuring compliance with accreditation related requirements at the program level.</p> |

- (iii) If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for the selection of the employees affected and the availability of alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the **accreditation and** quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community. The CESC may require that further meetings be held.
- (iv) The CESC and the parties shall maintain the confidentiality of the meetings and the identity of all employees discussed except as specifically waived by mutual consent of the Union Local and the College.
- (v) Additional representatives of the College and the Union in equal numbers may attend CESC meetings under 27.05 (ii) and 27.05 (iii) where requested by the CESC to assist the committee. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings or the notice to individuals affected by the staff reduction.
- (vi) Upon completion of its deliberations the CESC shall forward its recommendations, if any, to the College President and the Union Local President, who shall maintain the confidentiality of the recommendations.
- (vii) When a College decides, following such meetings, to proceed with a lay-off of one or more employees who have completed the probationary period written notice of lay-off of not less than 90 calendar days shall be given to employees being laid off. If requested by the employee, a College representative will be available to meet with the employee within three calendar days to discuss the basis of the College selection of the employees affected.

27.06 A

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 **credentials**, competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:

- (i) An employee will be reassigned within the College to a vacant full-time position in lieu of being laid off if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant position.
- (ii) Failing placement under 27.06 A (i), such employee shall be reassigned to displace another full-time employee in the same classification provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
 - (b) the employee being displaced has lesser seniority with the College.
- (iii) Failing placement under 27.06 A (ii), such employee shall be reassigned to displace a full-time employee in another classification upon acceptance of the identical employment conditions as the classification concerned provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
 - (b) the employee being displaced has lesser seniority with the College.
- (iv) Failing placement under paragraph 27.06 A (iii), such employee shall be reassigned to displace two partial-load employees provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and

The changes to articles 27.05, 27.06, 27.09, and the LoU on "the displacement of PT employees" are related to the fact that colleges are accountable for ensuring compliance with accreditation related requirements at the program level.

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| <p>(b) each of the partial-load employees being displaced has lesser months of service with the College as determined in Article 26, Partial-Load Employees, than such displacing employee's months of seniority; and</p> <p>(c) it is understood that the College retains the right to assign additional work to the employee, where warranted, subject to the limits prescribed by Article 11, Workload.</p> <p>(v) (a) Failing placement under 27.06 A (iv) or where the employee has waived in writing the right in 27.06 A (iv), such employee shall be reassigned to displace one partial-load employee and one or more part-time employees whose assigned courses are as described in 27.06 A (v) (b), provided that:</p> <p>(i) the displacing employee has the <u>credentials</u>, competence, skill and experience to fulfill the requirements of the position concerned; and</p> <p>(ii) each of the employees being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees, or Appendix VI, as appropriate) than such displacing employee's months of seniority; and</p> <p>(iii) it is understood that the College retains the right to assign additional work to the employee where required so that the work assignment so created constitutes a full-load assignment in accordance with the limits prescribed by Article 11, Workload.</p> <p>(b) The courses taught by the part-time employees displaced must be:</p> <p>(i) the same as, or</p> <p>(ii) essentially the same as, or</p> <p>(iii) pre-requisite courses to those taught by the partial-load employee concerned.</p> <p>(c) Such employee shall have the lay-off notice extended until completion of the assignment so created and shall maintain current salary and benefits for the duration of that assignment.</p> <p>(d) Upon completion of the assignment so created, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee</p> | |
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has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

(e) Failing placement under 27.06 A (v) (d), such employee shall be laid off without further notice upon completion of the partial-load assignment.

(vi) (a) Failing placement under 27.06 A (v) or where the employee has waived in writing the right in 27.06 A (v), such employee shall be reassigned to displace one partial-load employee and engage in approved retraining activities such that the employee retains current salary and benefits for the duration of the partial-load assignment provided that:

(i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and

(ii) the partial-load employee being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees) than such displacing employee's months of seniority.

(b) Such employee shall have the lay-off notice extended until completion of the partial-load employee's assignment and shall maintain current salary and benefits for the duration of the partial-load assignment.

(c) Upon completion of the partial-load assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

(d) Failing placement under 27.06 A (vi) (c), such employee shall be laid off without further notice upon completion of the partial-load assignment.

(vii) (a) Failing placement under 27.06 A (vi) (a), or where the employee has waived in writing the right in 27.06 A (vi) (a), such employee shall be reassigned to displace a sessional employee (who has more than 90 days remaining on the sessional employee's term appointment) provided that the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned.

- (b) Such employee shall have the lay-off notice period extended until completion of the sessional employee's assignment and shall maintain current salary and benefits for the duration of the sessional assignment.
 - (c) Upon completion of the sessional assignment or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
 - (d) Failing placement under 27.06 A (vii) (c), such employee shall be laid off without further notice.
- (viii) (a) Failing placement under 27.06 A (vii) (a), or where the employee has waived in writing the right in 27.06 A (vii), such employee shall be reassigned to displace a part-time employee upon acceptance of the identical employment conditions as the part-time employee concerned provided that:
- (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) the part-time employee being displaced has lesser months of service with the College as determined in Appendix VI than such displacing employee's months of seniority.
- (b) Such a reassigned person shall be deemed to be laid off and eligible for recall in accordance with 27.09 B and 27.09 C, 27.03 D and the rights under 27.09 A.
 - (c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be granted release from all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period.
 - (d) At the termination of the period referred to in 27.06 A (viii) (c), such employee shall be reassigned to a vacant full-time position, if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

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| <p>(e) Failing placement under 27.06 A (viii) (d), such employee shall be laid off without further notice.</p> | |
| <p>Post Lay-Off Considerations</p> <p>27.09 A</p> <p>To assist persons who are laid off, the College agrees to the following:</p> <p>(i) Such a person may take, one program or course offered by the College, for a nominal tuition fee of not more than \$20.00 per course.</p> <p>The employee must meet the College entrance and admission requirements and is subject to academic policies after admission.</p> <p>Funds from the Joint Employment Stability Reserve Fund (JESRF) may be used to support the tuition.</p> <p>In addition, the College shall consider and implement such retraining opportunities as the College may consider feasible.</p> <p>(ii) Before the College hires a sessional employee, a person who has been laid off under 27.06 A within the last twenty-four months and has not elected severance under 27.10 A shall be offered the sessional appointment provided that the former employee has the credentials, competence, skill, and experience to fulfil the requirements of the sessional position concerned. The applicable salary for the duration of the sessional appointment shall be at the current base salary rate, at the step level in effect at the time of lay-off.</p> <p>For the purpose of Appendix V, the former employee will be deemed to be a new hire. This sessional employee will terminate employment at the end of the sessional appointment.</p> <p>For the purposes of 27.03 D and 27.09 B the former employee will be deemed to be still on lay-off during the sessional appointment.</p> <p>(iii) The College shall consider additional means of support such as career counselling and job search assistance where such activities are expected to assist the individual in making the transition to a new career outside the Bargaining Unit.</p> | <p>The changes to articles 27.05, 27.06, 27.09, and the LoU on “the displacement of PT employees” are related to the fact that colleges are accountable for ensuring compliance with accreditation related requirements at the program level.</p> |

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| <p>Recall</p> <p>27.09 B</p> <p>Before hiring full-time employees, an individual who has been laid off under 27.06 will be recalled to that individual's former or another full-time position, provided that the individual has the credentials, competence, skill, and experience to fulfill the requirements of the position concerned. Such recall entitlement shall apply during the period of two years from the date of lay-off.</p> | <p>The changes to articles 27.05, 27.06, 27.09, and the LoU on "the displacement of PT employees" are related to the fact that colleges are accountable for ensuring compliance with accreditation related requirements at the program level.</p> |
| <p>Postings</p> <p>27.11 B</p> <p>Where a vacancy of a full-time position in the bargaining unit occurs consideration shall first be given to:</p> <p>(a) full-time and <u>employees</u>;</p> <p>(b) current partial-load employees; or</p> <p>(c) persons who have been partial-load employees within four (4) months prior to the posting;</p> <p><u>(d) current sessional employees who were partial-load employees in the four (4) months prior to the commencement of the sessional appointment; and</u></p> <p><u>(e) persons who were sessional within four (4) months prior to the posting, as long as they were partial-load employees in the four (4) months prior to the commencement of the sessional appointment.</u></p> <p>These applicants shall be considered internal applicants.</p> <p>If the vacancy 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. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.</p> <p>Consideration will include review of the credentials, competence, skill and experience of the applicants in relation to the requirements of the vacant position.</p> | <p>This proposal recognizes partial-load service for employees who take on short-term sessional contracts.</p> |

Article 32

GRIEVANCE AND ARBITRATION PROCEDURES

Arbitration Procedure

32.03 B

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 sole arbitrator selected from the following list:

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| H. Beresford | D. Leighton |
| <u>A. Durette</u> | K. O'Neil |
| M. Flaherty | J. Parmar |
| <u>B. Fishbein</u> | S. Price |
| E. Gedalof | <u>D. Randazzo</u> |
| J. Hayes | S. Raymond |
| N. Jesin | C. Schmidt |
| <u>C. Johnston</u> | D. Starkman |
| W. Kaplan | L. Steinberg |
| <u>J. Kugler</u> | B. Stephens |
| P. Knopf | J. Stout |
| <u>L. Lawrence</u> | M. Wright |

Add two Indigenous Arbitrators

Representatives of the CEC and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of an arbitrator to hear each of the grievances. The arbitrator shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time, by mutual agreement, add further names to the list.

Also, the parties may agree to a supplementary list of persons to act on a single or number of occasions.

The College or the Union may, prior to selection of an arbitrator, decide to have the matter heard by an arbitration board. The selected arbitrator shall chair the board. The College and the Union shall each appoint its

We propose the following 6 arbitrators as a package to replace the 5 who are leaving the system.

nominee within ten days of the appointment of the Chair and forthwith notify the other party and the Chair.

APPENDIX VIII

New Appendix VIII

Appendix VIII

Extended Leave Replacement for Counsellors and Librarians

- 1. An employee under this Appendix may be assigned to replace a full-time counsellor or librarian on a leave of absence for more than 12 months but not more than 24 months.**
- 2. An employee under this Appendix shall be subject to the deduction and remittance of union dues, as provided in Article 10.01 of the Agreement.**
- 3. Prior to the commencement of employment, the Union shall be notified of the start and end dates of the assignment.**
- 4. The employee shall be paid the applicable step rate as outlined in Article 14.03 A 1.**
- 5. The employee may be released upon two weeks' written notice and shall resign by giving two weeks' written notice.**
- 6. Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.**
- 7. No other provision of the Collective Agreement shall apply to Appendix VIII employees unless otherwise stated in this Appendix.**

This proposal addresses situations that arise when a pre-determined leave of absence is known to extend beyond 12 months (e.g. parental leave which can extend up to 18 months).

The goal is to eliminate the need to change sessional employees after 12 months for a leave of absence which is known to extend up to 24 months. This would ensure stability for students and faculty and reduce sessional churn.

This proposal creates a new designation within the bargaining unit. It takes employees who would previously have previously been sessional and brings them into the bargaining unit as a temporary leave replacement for a pre-determined period of time.

Letter of Understanding

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:

The changes to articles 27.05, 27.06, 27.09, and the LoU on "the displacement of PT employees" are related to the fact that colleges are accountable for ensuring compliance with accreditation related requirements at the program level.

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| <p>(a) the names of such part-time employees, each of whom, have lesser continuous service with the College.</p> <p>Upon receipt of such written request, the College will consider the feasibility thereof taking into account such features as:</p> <p>(b) possible reduction in efficiency, quality of performance or adverse effect upon the program objectives; and,</p> <p>(c) the credentials, competence, skill and experience to fulfill the requirements of the positions concerned.</p> | |
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Letter of Understanding

Re: Signing of the Collective Agreement

The parties agree that the collective agreement will be signed within 30 days of the ~~interest arbitration award of Arbitrator William Kaplan, dated December 20, 2017, in accordance with the Colleges of Applied Arts and Technology Labour Dispute Resolution Act, 2017~~ date of ratification. If the parties have not signed the agreement within 30 days, the agreement shall be deemed signed and bargaining completed.

We have made changes to the LOU on Signing the Collective Agreement since it is currently specific to the 2017 round of bargaining. We have also proposed a change with the view to clarifying the timing within which the agreement should be signed once it is ratified.

Once the agreement has been ratified, the Agreement is legally binding, whether or not it is signed. At this stage, finalizing the minutia of translation and publishing of the Agreement is the appropriate responsibility of CEC and OPSEU staff. There is no need to extend the offload of bargaining team members to oversee these final technical elements given that their contributions to the bargaining process are complete.

Letter of Understanding

Re: Accessibility for Ontarians with Disabilities Act

The parties agree that the tables set out in the collective agreement must comply with the *Accessibility for Ontarians with Disabilities Act* ("AODA").

The parties agree that within 60 days of the completion of the agreement the CEC will engage an expert in AODA remediation to make the adjustments that are necessary to make the tables compliant.

The parties have agreed to make the tables in the collective agreement are AODA compliant.

This proposal outlines a method for completing that work.

Letter of Understanding

Re: College Bargaining Information Subcommittee (CBIS)

The parties have established a subcommittee of EERC to gather and analyze on an annual basis workload related data for collective bargaining purposes. The College Bargaining Information Subcommittee (CBIS) will identify the information to be collected, develop formats for coding the information received, recommend the types of analysis to be performed on the data, and its dissemination, informed by the process first established by the Collective Bargaining Information Services – Advisory Committee. CBIS will be composed of two nominees appointed by CEC and two nominees appointed by OPSEU.

The parties agree to make best efforts to ensure that the individual Colleges and Union Locals submit and sign-off on the workload data requested. Each College and Union Local will appoint one member of the local College administration and one member of the Union Local who are to be responsible for ensuring that the collection and transmittal of College level data to the Subcommittee is carried out in a consistent and regular basis.

This proposal addresses the related recommendation from the Flaherty Workload Taskforce Report.

Letter of Understanding

Re: Commitment to Equity, Diversity, and Inclusivity (EDI)

The parties agree that the learning experience is enhanced when the workplace environment reflects the communities it serves. The parties are committed to promoting a workplace of diversity, equity and inclusivity, and to discussing strategies, initiatives and training programs at the

This proposal recognizes the important work related to EDI being done at each college.

This proposal allows for consistency across the sector as the language mirrors the

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| <p><u>Union/College Committee so that recommendations may be made in an effort to enhance the workplace in an effective and meaningful way.</u></p> <p><u>The Union/College Committee shall share its initiatives to EERC annually.</u></p> | <p>Support staff collective agreement.</p> |
| <p>Housekeeping</p> | |
| <p>Remove spent LOUs</p> <p>Re: Access to the Salary Schedule Maximum Re: Salary Issue Re: Intellectual Property Re: Pregnancy and Parental Leave Re: Ontario Public Colleges: The Next 50 Years Re: <i>Fair Workplaces, Better Jobs Act, 2017</i> (Bill 148 Issues) Re: Multi-Mode Adaptation Re: Integrity of Bargaining Unit Re: Workload Task Force Re: Bill 124</p> | <p>We propose removing these spent LOUs from the collective agreement as they are no longer in effect.</p> |

CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS

2. PROGRESSION FACTORS

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

This proposal provides additional flexibility in the calculation of initial steps.

| | Step Value |
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| A) Experience - to control point | 1 step per year |
| B) Performance - above control point where performance satisfactory | 1 step per year |
| C) Further Formal Education - where prior approval given by the College | 1 step for each completed year at the post-secondary level - on the basis of the explanatory notes set out in Section B of the Appointment Factors on pages 133-134. Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years. |

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to ~~five (5)~~ **seven (7)** additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

Should the College consider that a higher starting salary is required, for those employees hired after December 20, 2017, the College shall seek the consent of the Union, which shall not be unreasonably withheld.

CLASSIFICATION PLAN FOR INSTRUCTORS

2. PROGRESSION FACTORS

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

This proposal provides additional flexibility in the calculation of initial steps.

| | Step Value |
|--|---|
| A) Experience - to control point | 1 step per year |
| B) Performance - above control point where performance satisfactory | 1 step per year |
| C) Further Formal Education - where prior approval given by the College | 1 step for each completed year at the post-secondary level - on the basis of the explanatory notes set out in Section B of the Appointment Factors on pages 133-134. Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years. |

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to ~~five (5)~~ **seven (7)** additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

Should the College consider that a higher starting salary is required, for those employees hired after December 20, 2017, the College shall seek the consent of the Union, which shall not be unreasonably withheld.