



Document U- 21
October 28, 2024

UNION OFFER OF SETTLEMENT

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff (the "Union")

And

The College Employer Council (the "Employer")

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

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

Unless otherwise stated, all changes to be effective October 1, 2024.

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

STAFFING

2.01 A 1 **Each college shall have at least two (2) full-time librarians per 4,000 full-time students or part thereof. Notwithstanding, no college shall have fewer than the allotment of full-time librarians they had as of September 30, 2023.**

2.01 A 2 **Each college shall have at least one (1) full-time counsellor per 500 full-time students or part thereof. Notwithstanding, no college shall have fewer than the allotment of full-time counsellors they had as of September 30, 2023.**

2.01 B **The Employer shall fill all vacancies that arise as a result of a full-time faculty member's resignation, retirement, dismissal, administrative appointment, death, or other vacating of a position with another full-time faculty member within six (6) months.**

2.012 A The Colleges shall not reclassify professors as instructors except through the application of Article 27, Job Security. (renumbering only)

2.02 B **The College shall not layoff or reduce the number of full-time employees in order to transfer work traditionally performed by faculty to the full-time or part-time support staff bargaining units.**

2.03 A-B The College will **shall** give preference to the designation of full-time positions as regular continuing teaching positions rather than **part-time, partial-load or sessional teaching** positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, ~~their economic viability~~, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, ~~their economic viability~~, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

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

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

~~2.03 D~~ Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to December 20, 2017 to assist in establishing a breach of either of those Articles.

2.04 A **The College shall give preference to hiring for partial-load teaching positions over part-time and sessional positions.**

2.04 B **The College shall assign work that may be performed by faculty exclusively to faculty, consistent with the class definitions in this agreement.**

2.05 **There shall be no contracting out of faculty bargaining unit work.**

NO DISCRIMINATION/BULLYING/PYSCHOLOGICAL HARASSMENT

4.03 (...)

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

4. **Each college shall, at minimum, report to both parties at the provincial level via EERC an annual report of the current representation and distribution of the designated groups as self-identified by faculty at each college in the first week of October.**

UNION BUSINESS

8.04 A 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 **or a partial-load employee,** 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:

(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.

8.04 B 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:

- (i) In each College, there shall be a reduction of up to ~~30~~**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 25% of the base salary portion of the first ~~15~~**20** 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 shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF). **In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status or partial-load registry rights and the hours released under 8.04 B for a partial-load faculty will be included as teaching hours for the purpose of calculating the minimum hours to accumulate one month credit for teaching 28 hours or more under Article 26.10 C.**
- (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. **In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status or partial-load registry rights and the hours released under 8.04 B for a partial-load faculty will be included as teaching hours for the purpose of calculating the minimum hours to accumulate one month credit for teaching 28 hours or more under Article 26.10 C.**

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 faculty, seniority for the purpose of this Article will be the same number of service credits earned in the 12-month period preceding the election or appointment, applied to each year of leave of absence with no loss of employment status and partial-load registry rights.**

WORKLOAD

11.01 B 1 Total workload assigned and attributed by the College to a teacher shall not exceed 44-~~42~~ hours in any week for up to 36 weeks in which there are teaching contact hours for teachers in post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.(...)

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. **The parties agree that this includes all modes of delivery including when courses have students entering on a continuous basis, or which have been organized into individualized self-learning packages, or courses in which the objectives describe the students' application of knowledge in actual workplace settings outside of college premises.**

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 **or in a workplace setting outside of college premises. For each mode of delivery, teaching contact hours shall be deemed to be the same as the credit hours students receive for that course.**

Modes of Delivery

11.01 B 3

- i. **In-Person Course Delivery: all course teaching contact hours are scheduled to occur synchronously in a face-to-face setting.**
- ii. **Online Synchronous Course Delivery: all course teaching contact hours are scheduled to occur synchronously with students participating virtually, using an electronic system.**
- iii. **Online Asynchronous Course Delivery: all course teaching contact hours occur asynchronously using an electronic system.**
- iv. **Multi-Mode Course Delivery: Where course teaching contact hours involves more than one mode of delivery (In Person, Online Synchronous and/or Online Asynchronous).**

11.01 B 4 **The Attributed Hours (preparation and evaluation) for each course shall be multiplied by the Delivery Mode factor in accordance with the following formula:**

<u>Delivery Mode Multiplication Factor</u>				
<u>Delivery Mode</u>	<u>In Person</u>	<u>Online Synchronous</u>	<u>Online Asynchronous</u>	<u>Multi-Mode</u>
<u>Delivery Mode Factor</u>	<u>1</u>	<u>1.17</u>	<u>1.22</u>	<u>1.27</u>

11.01 D 3

For purposes of the formula:

- (i) "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.
 - **teaching 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
1:0.0340 per student	1:0.015 per student	1:0.0092 per student

11.01 E 2 For purposes of the formula:

- (...)
- (iv) Where a course requires more than one type of evaluation and feedback, **the single factor that attributes the most time on the SWF shall be applied for the entire course.** ~~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~~

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

An allowance of a minimum of ~~six~~ **eight** hours of the ~~44~~ **42** hour maximum weekly total workload shall be attributed as follows:

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

~~two~~ **Three** hours for normal administrative tasks.

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

11.01 F 2 The attribution of ~~four~~ **five** 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.

11.01 F 3 **For the purposes of the SWF, all complementary functions assigned to the teacher, in addition to those listed in 11.01 F1 and 11.01 F2, shall be specifically named on the SWF as well as categorized into one of the following areas and reported to CBIS:**

- i. Committee Work**
- ii. Coordinator Duties**
- iii. Accreditation Duties**
- iv. Program Renewal Duties**
- v. Community Engagement**
- vi. Student Recruitment**
- vii. Special Projects**
- viii. Mentorship**
- ix. Guidance to Instructors**
- x. Scholarship**
- xi. Research**
- xii. Union purchased release**
- xiii. Other not above**

11.01 G 2 ~~Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.~~

Where there are additional factors affecting the workload of a teacher or group of teachers which are not reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis and the rationale reported to CBIS.

Additional factors include, but are not limited to:

- (i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);**
- (ii) level of teaching and experience of the teacher and availability of technical support and other resource assistance;**
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;**
- (iv) numbers of students in class;**
- (v) availability of time for the teacher's professional development;**
- (vi) previously assigned schedules;**
- (vii) lead time for preparation of new and/or changed schedules;**
- (viii) availability of current curriculum;**
- (ix) additional time required for compliance with the Accessibility for Ontarians with Disabilities Act (Accommodation), 2005;**
- (x) introduction of new technology;**
- (xi) the timetabling of workload, including changes to the length of the course;**
- (xii) level of complexity and rate of change in curriculum;**
- (xiii) requirements for applied research;**
- (xiv) required translation of materials;**
- (xv) Indigenous pedagogy, land-based learning and/traditional practices/customs;**
- (xvi) student proficiency in the language of instruction;**
- (xvii) Additional time required to determine the impact of artificial intelligence on academic integrity**

11.01 J 2 Such teaching contact hour agreed to in excess of the respective weekly teaching contact hour maximum shall be compensated at the rate of 0.1% of annual regular salary. Such workload hours agreed to in excess of the ~~44~~**42** hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary. Such overtime payments shall be for the greater amount but shall not be pyramided.

11.02 A 2 The SWF shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required

by the curriculum, class size, attributed hours, contact days, language of instruction, **mode of delivery**, and complementary functions.

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

In resolving workload disputes presented to the WMG, and in determining the assignment of additionally attributed time for preparation and evaluation in course assignments, the following variables (but not limited to) shall be considered in WMG decision making:

- (i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);
- (ii) level of teaching and experience of the teacher and availability of technical support and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility numbers of students in class;
- (iv) instructional mode including requirements for alternate delivery;
- (v) availability of time for the teachers professional development;
- (vi) previously assigned schedules;
- (vii) lead time for preparation of new and/or changed schedules;
- (viii) availability of current curriculum;
- (ix) students requiring accommodation **additional time required for compliance with the Accessibility for Ontarians with Disabilities Act (Accommodation), 2005;**
- (x) introduction of new technology;
- (xi) the timetabling of workload, including changes to the length of the course;
- (xii) level of complexity and rate of change in curriculum;
- (xiii) requirements for applied research;
- (xiv) required translation of materials

- (xv) Indigenous **pedagogy**, and-based learning and/or traditional practices/customs.
- (xvi) **student proficiency in the language of instruction;**
- (xvii) **additional time required to determine the impact of artificial intelligence on academic integrity.**

11.02 F 5 A WRA shall determine appropriate procedure **but will consider the variables outlined in 11.01 G2 and 11.02 C2, in resolving the workload dispute.** The WRA shall commence proceedings within two weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, **legal representation from either the Union Local or the College shall not occur,** that the WRA shall discuss the matter with the teacher, the Teacher's supervisor, and whomever else the WRA considers appropriate.

11.04 A-A1 The assigned hours of work for Librarians and Counsellors shall be 35 hours per week. (renumbering only)

11.04 A 2 **Where a Counsellor or Librarian works overtime in excess of 35 hours in any given week, such time shall be compensated at the rate of 0.1% of annual regular salary.**

11.04 D **In the event of any difference arising from workload being assigned to the Counsellor or Librarian, the faculty member shall discuss such difference as a complaint with their immediate supervisor.**

The discussion shall take place within 14 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the Counsellor or Librarian in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the Counsellor and Librarian and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the Counsellor or Librarian. Failing settlement of such a complaint, a Counsellor or Librarian may refer the complaint, in writing, to the WMG within seven days of receipt of the immediate supervisor's reply. The complaint shall then follow the procedures outlined in 11.02 B through 11.02 F.

11.08 In keeping with the professional responsibility of the teacher, non-teaching periods **(which will occur in at least one five week period)** are used for activities initiated by the teacher and by the College as part of the parties' mutual

commitment to professionalism, the quality of education and professional development. Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.

No SWF will be issued but such activities may be documented. Where mutually agreed activities can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines.

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ACADEMIC FREEDOM

13.04 B **Faculty members have the right, as individuals and as members of academic committees, to determine the following aspects of the courses they teach: course learning outcomes, content, materials, texts, evaluations, grading schemes, and assignment of grades.**

*(Article 13.04 would be renumbered to 13.04 A)

13.04 C **Counselling faculty shall have the right to determine the organization, delivery, and case management of counselling services subject to all applicable professional standards and external requirements.**

COLLEGIAL GOVERNANCE

13.06 **The parties agree that faculty input is a valued and critical component of college governance and quality assurance processes. Consistent with faculty's recognized role in providing academic leadership, the parties agree that it is vital that faculty provide direction and advice at every level of academic decision-making at the College.**

13.06 A **Each of the Colleges shall have an Advisory College Council in accordance with the Minister's revised September 2010 binding policy directive.**

13.06 B **The Advisory College Council shall be distinct from any other committee or council at each College.**

13.06 C **A college's Advisory College Council may additionally make recommendations to the Board on any matter referred to it by the Board of Governors.**

13.06 D **Each College's Advisory College Council shall include the Union Local President or designate and a minimum of one (1) additional member of the faculty Local Executive Committee (LEC), as appointed by the**

Union Local President. All members shall have adequate time recognized and attributed.

SALARIES

MONETARY PROPOSALS

Compensation Adjustments:

(ATB = across-the-board to all salary steps)

- 5% ATB (October 1, 2024)
- 5% ATB (October 1, 2025)

14.03 A 1

Professors, Librarians and Counsellors

The addition of one step at the top of the salary table and the deletion of the two lowest steps on the salary table effective October 1, 2024. An additional step at the top of the salary table effective October 1, 2025.

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
Step 21 23	A minimum of a 4-year Canadian Baccalaureate Degree or equivalent; CGA; P.Eng.; CA; CMA (formerly RIA)
Step 19 21	3-year CAAT Diploma or General Pass University Degree or Certified Journeyperson holding equivalent qualifications*
Step 18 20	2-year CAAT Diploma or Certified Journeyperson
Step 17 19	1-year post-secondary certificate
Step 16 18	No formal post-secondary diploma, certificate or degree

Control Point Table

14.03 A 2

(...)

Maximum Step Attainable	Effective -October 1, 2021	Effective -October 1, 2022	Effective -October 1, 2023	<u>Effective October 1, 2024</u>	<u>Effective October 1, 2025</u>
Step 16 18	Step 10	Step 10	Step 10	<u>Step 1012</u>	<u>Step 1212</u>
Step 17 19	Step 11	Step 11	Step 11	<u>Step 1113</u>	<u>Step 1313</u>
Step 18 20	Step 11	Step 11	Step 11	<u>Step 1113</u>	<u>Step 1313</u>
Step 19 21	Step 12	Step 12	Step 12	<u>Step 1214</u>	<u>Step 1414</u>
Step 20 22				<u>Step 1415</u>	<u>Step 1515</u>
Step 21 23				<u>Step 1516</u>	

Salary Schedule for Full-Time Instructors

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

The addition of two steps at the top of the salary table and the deletion of the four lowest steps on the salary table effective October 1, 2024. An additional step at the top of the salary table effective October 1, 2025.

Guidelines

Allowances- Professors

14.03 A 3 Coordinator Allowance – Coordinators are ~~teachers~~**academic bargaining unit members** who in addition to their ~~teaching~~**faculty** 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 **discussed during workload discussions that take place prior to each semester and 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 in the~~ **other** bargaining unit **members**. 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. **They shall also be assigned additional attributed time as a complementary function.**

The time assigned will be congruent with the tasks required and that have been reduced to writing.

In the event that coordinator is not in agreement with assigned attributed time and/or complementary functions, they shall have access to the WMG as per Articles 11.02 A3 and 11.02 A4.

All coordinator work must be offered and declined by the academic bargaining unit (full-time then partial-load) before being offered to any non-bargaining unit employee, or externally.

Any coordinator appointments offered outside the bargaining unit shall be limited to one (1) year.

OTHER INSURANCE PLANS

Vision Plans

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 **\$700** each two years, per person 18 years of age and over, and **\$700** 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.

Hearing Care Plan

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.

Retirement Benefits

19.09 A (...)
(i) The retired employee shall pay **65% and the College shall 35%** in advance, ~~the full~~ **of the** cost of the benefits that the retiree has enrolled in as follows: (...)

PARTIAL-LOAD EMPLOYEES

26.04 (...)

*Remove all references to post-secondary and non-post-secondary professors and instructors and associated tables.

Post-Secondary Partial-Load Professors

The addition of one step at the top of the salary table and the deletion of the two lowest steps on the salary table effective October 1, 2024. An additional step at the top of the salary table effective October 1, 2025. (...)

Post-Secondary Partial-Load Instructors

The addition of two steps at the top of the salary table and the deletion of the four lowest steps on the salary table effective October 1, 2024. An additional step at the top of the salary table effective October 1, 2025. (...)

26.06 Insured Group Benefits

26.06 A Extended Health, Vision and Hearing Care

The College shall pay 100% of the billed premium of the Extended Health Plan found in Article 19, Other Insurance Plans, for partial-load employees, excluding Vision and Hearing coverage, and subject to the application procedures for this benefit, with the exception of those employees who opt out of the plan because of spousal coverage elsewhere.

The College shall provide for access to the Dental, Vision Care, Hearing Care, Critical Illness/Catastrophic Event Insurance and Life Insurance Plans found in Article 19, Other Insurance Plans, for partial-load employees ~~provided the premium is paid by the employee.~~ **The cost of these insurance plans, except the Life Insurance plan, shall be split such that the College pays 50% and the partial load employee pays 50%.**

Details regarding participation, eligibility, waiting period, benefit level and premium sharing are as follows:

	Extended Health	Vision Care	Hearing Care	Critical Illness/ Catastrophic Event
Participation	Required with opt out option	Voluntary if Extended Health elected	Voluntary if Extended Health elected	Voluntary
Eligibility	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	As per full-time employees
Waiting Period	First of month following the completion of one calendar month	First of month following the completion of one calendar month	First of month following the completion of one calendar month	As per full-time employees

Benefit Level	As per full-time employees	As per full-time employees	As per full-time employees	As per full-time employees
Premium Sharing	100% employer paid	100% 50% employee paid, 50% College paid	100% 50% employee paid, 50% College paid	100% 50% employee paid, 50% College paid

26.06 B Dental Care

	Dental Plan
Participation	Voluntary
Eligibility	All partial-load employees under contract
Waiting Period	First of month following the completion of six calendar months
Benefit Level	As per full-time employees
Premium Sharing	100% 50% Employee paid, 50% College paid

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). 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.~~

A newly hired partial-load employee shall be automatically enrolled in the partial-load registry. After a partial-load employee has been registered, the registration will remain in effect until the partial-load employee modifies or withdraws their registration. Each partial-load employee shall have the right to modify the maximum number of teaching contact hours that they are prepared to teach (to a maximum of 12) on an annual basis on or before April 30 each year. The College will maintain and update the accumulated service credit for each partial-load employee on the registry. Effective October 1, 2024, all partial-load

employees as defined in Article 26.10 E shall be automatically enrolled in the partial-load registry. If a partial-load employee meets the criteria set out in Article 26.10 E (i) and are not currently on the registry as of October 1, 2024, they shall have the opportunity to register by April 30, 2025.

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.

26.10 E Subject to the application of Articles 2.02, **2.04 A** 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 registered partial-load employee, 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
- (ii) The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.

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 a 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 course~~ **sections** is cancelled the school or department shall ~~not~~ be required to reassign or redistribute courses **in accordance with this Article.**

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment ~~to warrant the assignment being offered.~~ Where two (2) or more partial-load employees would be entitled to be offered ~~the~~ **a** course assignment, the employee with the most service will be offered the first opportunity.

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.

- 26.10 F** **Where the College knows through regular course offering cycles and schedules that it will be offering courses regularly taught by a partial-load employee in two or more subsequent semesters, the College shall, prior to the start of the fall semester, offer the partial-load employee entitled to those courses a single contract covering the subsequent semesters, in keeping with the registry language as prescribed in Article 26.10 D.**
- 26.11** **Partial-Load Workload**
- 26.11 A** **Each partial-load employee shall have a workload that adheres to the provisions of Article 11.01 as set out in Article 26.01 B.**
- 26.11 B** **When issuing a partial-load work assignment, the College shall provide the partial-load employee a Partial-Load Assignment Calculator (PLAC) which shall be reflected on employment contracts.**
- 26.11 C** **The workload calculation shall follow the same format as prescribed in Appendix VII Partial-Load Assignment Calculator.**
- 26.11 D** **Total workload assigned and attributed by the College to a partial-load employee shall respect the provisions set out in Article 26.10 E (ii).**
- 26.11 E** **The workload calculation on a PLAC shall consider all the factors listed in Article 11.01 B 1 (i, ii, iii)**
- 26.11 F** **The PLAC shall use the same criteria as set out in Articles 11.01 A, 11.01 B 2, 11.01 B 3, 11.01 C, 11.01 D 1, 11.01 D 3 (notwithstanding 26.10 E), 11.01 E 1, 11.01 E 2, and 11.01 E 3.**
- 26.11 G** **The PLAC shall cover the entirety of the period of time the partial-load employee is expected to work, including, but not limited to, exam proctoring outside of the standard semester length for the program(s) in which they are hired to teach. Such work will be paid at the same rate of pay throughout the duration of the period covered by the PLAC, as per the salary calculation provided to the partial-load employee.**
- 26.11 I** **All partial-load employees shall be paid \$65.00 per hour for all mandatory meetings and training required as a condition of employment, including but not limited to school/staff meetings, WHMIS, LMS training, college orientation, etc.**

JOB SECURITY

Probationary Period

Layoff and Involuntary Transfer

27.05 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: (...)

- (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 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.

~~**27.07** The lay-off of employees arising from a strike by employees in the support staff bargaining unit shall not require notice as set out in 27.05 and 27.14. Provided the lay-off of employees is in a uniform manner, 27.06 shall not apply.~~

~~A probationary employee shall have employment bridged over the period and shall be credited with employment as at the date of lay-off. (renumber subsequent)~~

Post Lay-Off Considerations

27.09 A To assist persons who are laid off, the College agrees to the following:

- (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.

The employee must meet the College entrance and admission requirements and is subject to academic policies after admission.

Funds from the Joint Employment Stability Reserve Fund (JESRF) ~~may~~ **shall** be used to support the tuition.

In addition, the College shall consider and implement such retraining opportunities as the College may consider feasible. (...)

- (iii) The College shall **provide** ~~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.

Postings

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs, ~~consideration~~ **preference** shall first be given to full-time and current partial-load **faculty members** employees or persons who have been partial-load **faculty members** employees within **six (6)** ~~four (4)~~ months prior to the posting **and who have the skill and experience to fulfill the requirements of the vacant position.** These applicants shall be considered internal applicants.

If the vacancy is not filled internally, the College will give ~~consideration~~ **preference** to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. Such ~~consideration~~ **preference** shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

~~Consideration will include review of the competence, skill and experience of the applicants in relation to the requirements of the vacant position.~~

Discharge

EMPLOYMENT STABILITY

28.01 A The parties **agree to meet monthly during the academic year** ~~hereto~~ **and** subscribe to ~~certain~~ **the** objectives and principles as follows:

- (i) that employment stability ~~should~~ **shall** be enhanced, within the resources available, through both long-term and short-term strategies;
- (ii) that such strategies ~~could~~ include, but not necessarily be restricted to, planning, retraining, early retirement, alternative assignments, secondments, employee career counselling, job sharing and professional development;
- (iii) ~~that all data which are~~ **relevant** to employment stability ~~should be~~ **shall be** made available to both parties;
- (iv) that procedures should be in place, **and proactive planning will occur to reduce the likelihood of,** ~~to deal with situations that arise in which, notwithstanding the best efforts of both parties, lay-offs and/or reductions in the number of employees who have completed the probationary period~~ **in the bargaining unit** become necessary; and,
- (v) that resources should be made available to achieve, ~~to the degree that it is feasible,~~ these objectives and principles.

28.01 B The parties have agreed to the following provisions, in order to achieve, to the degree that it is feasible, the foregoing objectives and principles.

GRIEVANCE AND ARBITRATION PROCEDURES

Grievance Procedures

Complaints

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:

~~H. Beresford~~

~~M. Flaherty~~

E. Gedalof

~~J. Hayes~~

N. Jesin

W. Kaplan

P. Knopf

~~D. Leighton~~

K. O'Neil

K. Banks

B. Fishbein

M. Giroux

H.A. McConnell

S. Slinn

D. Harris

J. Parmar

S. Price

S. Raymond

~~C. Schmidt~~

~~D. Starkman~~

L. Steinberg

~~B. Stephens~~

~~J. Stout~~

M. Wright

A. Beatty

A. Garzouzi

C. Johnston

A. McKendy

P. Turtle

J. Cavé

This form will be used within all Colleges in the assignment of teacher workloads. It is understood that this form may require revision by the EERC.

APPENDIX 1

STANDARD WORKLOAD FORM

*The SWF template needs to be added with a column for Mode of Delivery.

APPENDIX VII

PARTIAL-LOAD ASSIGNMENT CALCULATOR

*Please refer to the PLAC in U2A tabled on October 8, 2024.

Letter of Understanding

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

Add New: College Bargaining Information Subcommittee (CBIS)

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 on all faculty 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. Furthermore, the data will follow the recommendations of the 2024 Workload Taskforce and include records of partial-load workload and complementary functions. CBIS will be composed of two nominees appointed by CEC and two nominees appointed by OPSEU.

The CBIS subcommittee shall minimally meet once a year in May to discuss the data collected and prepare a joint presentation of the data following the existing template first established by the Collective Bargaining Information Services – Advisory Committee.

The parties agree that the individual Colleges will submit the data to Union Locals by March 31st each year.

The CBIS subcommittee shall meet once a year in May to discuss the data collected and prepare a joint report of the data by June 30th. The report will follow the existing template first established by the Collective Bargaining Information Services – Advisory Committee, modified to include the new requirements.

In the event of a disagreement between the CBIS subcommittee members regarding any matter for CBIS subcommittee, including data collection, data inclusion, dissemination, interpretive notes or any other technical issue, the matter will be brought forward to one of the arbitrators listed below within six months to assist the CBIS subcommittee members to come to an agreement. The Arbitrator will have the authority to implement any expedited process to encourage the parties to agree, and, where the parties cannot, to implement any fair and reasonable.

Letter of Understanding

Modification of Letter Re: Grievance Scheduling

The parties agree that it is their mutual desire that complaints be adjusted as quickly as possible. In order to better achieve this goal, the parties further agree that for the purposes of the scheduling of grievance arbitrations, neither party shall be entitled to refuse more than ~~two~~ **one** tentative arbitration dates on any grievance.

Subsequent requests for adjournments will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

Letter of Understanding

Delete: Intellectual Property

Add New Intellectual Property

The parties will establish a subcommittee of the EERC to discuss and make recommendations regarding intellectual property. The parties are reaffirming their commitment to addressing the issues related to intellectual property in the Ontario College system as an agreement to meet was part of the 2021 round of negotiations and such a meeting never took place. The intellectual property subcommittee of the EERC will be established within 30 days following the signing of the Collective Agreement. The subcommittee will meet 60 days following the signing of the Collective Agreement and on at least 3 other occasions before the expiry of the Collective Agreement.

The committee shall discuss and make recommendations regarding the materials that have been created or recorded by bargaining unit members in the process of developing or delivering any course. Topics will include, but not be limited to, the use, sharing, selling or transferring such materials.

***(All other LOUs remain status quo)**