

## FACULTY PROPOSALS -- EQUITY

The following initial proposals were presented to the CEC negotiations team on August 3, 2021. Below, you will find our overview of the proposals (which is adapted from the language that we presented at the bargaining table to provide context), as well as the specific changes to the Collective Agreement that we tabled. In the margins of the table below, you will find brief notes explaining the intent of the changes.

### **Demands:**

The following equity demands were passed by delegates from the 24 Ontario College Locals, at our final demand-setting meeting in April. They were drafted following an extensive consultation process with faculty across the province, including surveys and Local demand-set meetings:

- Strengthen language to prevent bullying/harassment/racism and to provide oversight and accountability
- Improve efficiency, fairness, equitability, and cultural sensitivity of dispute resolution processes
- Strengthen language to ensure equity, diversity, and inclusion of equity-seeking groups in hiring, retention, advancement, workload, and compensation

What follows below is our efforts as a bargaining team to develop those demands into concrete proposals for changes and additions to our Collective Agreement.

### **Overview:**

The Union has outlined three broad proposals regarding equity that are in line with your [*i.e.*, the College Employer Council's] stated objective to "modernize" the Collective Agreement, and to "integrate the values of equity, diversity and inclusion (EDI)". Your desire to focus upon "reconciliation with Indigenous Peoples" also connects with our proposals.

In order to achieve this in our Collective Agreement, we propose language be introduced that ensures the relationship between the colleges and the union is based upon the principles of equity, fairness and transparency. We further propose that an intersectional lens must be used to dismantle racism and colonialism to improve the working conditions for racialized and Indigenous faculty, as well as faculty from equity-seeking groups. To that end, we have proposed that the Collective Agreement must be adjusted to better prevent bullying/harassment and racism, and to provide oversight and accountability. As well, we are

proposing that the efficiency, fairness, equitability and cultural sensitivity of dispute resolution processes must be strengthened. Further, it is our proposal that the Collective Agreement must be strengthened to ensure equity, diversity, and inclusion of Indigenous faculty and faculty from equity-seeking groups in hiring, retention, advancement, workload, and compensation.

Our members report that systemic, structural and institutional discrimination is faced by Indigenous faculty members, and faculty from all equity-seeking groups in the College system. Our members have clearly indicated that bullying, harassment, and racism are not dealt with effectively at the Colleges, and that harassment, bullying and racism are a significant bargaining issue. Research indicates that Indigenous faculty and faculty from equity-seeking groups are overrepresented in precarious work categories (such as contract faculty), yet they are significantly under-represented in the college system as a whole. Preliminary research indicates that women do not have pay equity at the Colleges. Indigenous and racialized faculty are differentially impacted by this discrimination and face the daily toll of working in institutions that have yet to fully address systemic racism and colonialism. Some colleges are working toward decolonization and are recruiting Indigenous students, yet Indigenous and racialized faculty remain significantly underrepresented. These experiences manifest in unsafe and inequitable working conditions.

In an effort to build “A Future Together”, the college system must begin to collect workforce data that helps us understand exactly what “together” looks like, and who is included and excluded. This data must be a springboard for identifying clear short- and long-term structural and institutional objectives to decrease bullying/harassment and racism, and increase equity in hiring, compensation, recruitment and retention of Indigenous faculty and members of equity-seeking groups.

The documented intersection between race, class, gender, and sexual orientation compels us to consider that any structures that preserve inequities between faculty members within the College system ultimately preserve racial and gender inequity. To overcome these inequities, all faculty members must have equitable access to the maximum salary step, and contract faculty must be afforded equal access to paid professional development. Equity must matter in concrete and measurable ways.

Research in Canada’s postsecondary education systems indicates that women, racialized and Indigenous faculty are less likely to have full-time positions. Contract faculty are paid less than full-time faculty, even though they may have workloads that are often the same or greater. Again, the staffing inequities at Ontario’s Colleges are one manifestation of systemic racism and/or gender discrimination.

As is currently happening in other Post Secondary Education institutions, and as reflects the goals of the Truth and Reconciliation recommendations, the Colleges must also equitably recognize Indigenous traditional knowledge and expertise when calculating salaries, and must also include Indigenous dispute resolution processes as options. As well, the Colleges’ faculty workload calculations must recognize the demands of land-based teaching, as well as the time

required of faculty to maintain Indigenous community relationships, and support Indigenous students in navigating systemically racist institutions. We believe that these are essential steps on the road to reconciliation and decolonization.

Further, the definition of religious leaves must be expanded to include Indigenous ceremonial leaves and the definition of leaves afforded to faculty to grieve the loss of family must be expanded to include extended and chosen family members. It is also essential that Indigenous peoples and communities in general -- and Indigenous faculty in particular -- have control over both Indigenization efforts at the Colleges, and the preservation of Indigenous knowledges and cultural expression in the college system.

The Colleges must also better ensure that disabled, ill or injured faculty have more equitable access to support and accommodations, including when returning to work.

Experiences of bullying/harassment and racism are alarming, and structural barriers to equity are clearly apparent within the College system. Equity must be addressed, tangible objectives must be identified and collaborative strategies must be incorporated within our Collective Agreement - our ability to build a future together depends upon it.

CAUT Equity Report

[https://www.caut.ca/sites/default/files/caut\\_equity\\_report\\_2018-04final.pdf](https://www.caut.ca/sites/default/files/caut_equity_report_2018-04final.pdf)

CAUT - Bargaining for Indigenization of the Academy

[https://www.caut.ca/sites/default/files/caut\\_equity\\_report\\_2018-04final.pdf](https://www.caut.ca/sites/default/files/caut_equity_report_2018-04final.pdf)

Proposed changes and explanatory notes:

(proposed language is listed in bold/underlined; strikethroughs indicate proposed deletions of current language)

**Article 3 - RELATIONSHIP**

**3.01** The parties agree that openness and transparency are essential to encourage collegiality, equity and diversity, and academic freedom. In addition, openness fosters accountability and responsibility. Finally, it serves to safeguard fairness and due process.

*Acknowledges importance of transparency in colleges*

**Article 4**

**[NEW] *Renumber subsequent***

**ELIMINATION OF ~~NO~~ DISCRIMINATION, BULLYING, AND PSYCHOLOGICAL HARASSMENT IN THE WORKPLACE**

*Commits to end workplace discrimination, bullying, and psychological harassment*

**4.01 A** The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination or harassment against any employee by the Union or the Colleges, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

*Acknowledges multifaceted nature of discrimination; commits to employment equity*

**The parties recognize a shared commitment to using a critical, intersectional analysis to eliminating systemic discrimination, and achieving employment equity within the college system.**

*Relocates*

<p><b>4.02 A 1</b></p>	<p>All employees covered by this Agreement have a right to freedom from harassment in the workplace <del>because of sex by his or her employer or agent of the employer or by another employee.</del> Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.</p>	<p><i>language below</i></p>
<p><b>4.02 A 3</b></p>	<p><b><u>In addition</u></b>, every employee covered by this Agreement has a right to be free from:</p> <ul style="list-style-type: none"> <li><b>i. <u>discrimination or harassment in the workplace because of sex and/or gender</u>;</b></li> <li>ii. a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or</li> <li>iii. a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.</li> </ul>	<p><i>Relocates language from 4.02 A 1, above</i></p>
<p><b>4.02 A 10</b></p>	<p><del>Where, at any time either before the making of a complaint or the filing of a grievance under Article 32, Grievance and Arbitration Procedures, the College establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any human resources policy or other procedure of the College, the time limits for the processing of the complaint or grievance under Article 32, Grievance and Arbitration Procedures, or Article 33, Expedited Arbitration Process, shall be suspended until the employee is given notice in writing of the results of the investigation.</del></p> <p><b><u>When a formal complaint of bullying or psychological harassment is made, the College shall immediately initiate an objective investigation and establish with the complainant a safety plan that minimizes their risk in the workplace. The increased risk to complainants who are members of equity-seeking groups according to the Ontario Human Rights Code</u></b></p>	<p><i>Requires objective investigation of bullying / psychological harassment complaints; protects complainant</i></p>

<p><u>shall be considered in safety planning.</u></p> <p><u>Such investigation shall not suspend time limits under Article 32, Grievance and Arbitration Procedures or Article 33, Expedited Arbitration Process, without express written agreement of the complainant and Union Local.</u></p> <p><u>Such investigations shall be completed within twelve weeks, subject to written agreement to extensions by the complainant, Union Local, and College.</u></p> <p><u>The findings of the investigation shall be made available in full to the complainant and the Union Local.</u></p>	<p><i>Sets reasonable time limit for the College to complete investigation</i></p> <p><i>Ensures transparency of investigation</i></p>
<p><b>4.03</b> <u>At each College, the Local Union and the employer will work together to facilitate:</u></p> <ul style="list-style-type: none"> <li><u>(i) the implementation of employment systems, policies and practices, including matters relating to child care, that are non-discriminatory in nature and effect; and</u></li> <li><u>(ii) the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and</u></li> <li><u>(iii) the generation of data about the current representation and distribution of the designated groups; and</u></li> <li><u>(iv) the examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and</u></li> <li><u>(v) the removal of any barriers that may exist in employment policies</u></li> <li><u>(vi) the monitoring of data relative to employment equity; and</u></li> <li><u>(vii) the attainment of appropriate representation of targeted groups identified by the Province of Ontario.</u></li> </ul> <p><u>At the provincial level, the parties will work together to</u></p>	<p><i>Both parties commit to eliminate discriminatory employment practices and implementing non-discriminatory workplace systems, policies, and practices</i></p> <p><i>Authorizes data-collection and analysis needed to measure and promote workplace equity</i></p> <p><i>Commits to equitable representation of equity-seeking</i></p>

ensure that all provisions of the Agreement are non-discriminatory in nature and effect.

At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified by the Province of Ontario as designated groups in the day-to-day administration of the Agreement. This could include, but not be limited to, the administration of Articles 7, 9, 11, 13, 14, 27, 32, 33, Appendix II and IV.

**Employment Systems Review [ESR] Committee**

**4.04 A**

In order to eliminate systemic discrimination that adversely affects any member in regard to any employment matter including; salaries, merit, rank, appointment, promotion, permanency, reappointment, dismissal, professional development leave, employee benefits, or any other term or condition of employment contrary to the non-discrimination protections in this agreement, the parties agree:

- (i) To establish an Employment Systems Review [ESR] Committee, which shall periodically review employment systems, policies and practices not less frequently than every three years;
- (ii) That the employer shall ensure the committee has a budget adequate to conduct its work and that the employer recognizes the committee's right to consult outside independent experts;
- (iii) That the ESR Committee shall be constituted of two (2) representatives of the employer, two (2) representatives of the union, and an individual jointly chosen by the employer and the union who is an expert in the administration of employment systems reviews for the purpose of identification and elimination of systemic discrimination;
- (iv) That the ESR Committee shall determine its own employment systems review methodology, and that the ESR Committee shall produce a preliminary methodology report for the union and the employer's review within

*groups*

*Review Collective Agreement for potentially discriminatory practices*

*Promotes participation from designated groups in Collective Agreement processes*

*Establishes Committee at each College to periodically review hiring and workplace practices, in order to eliminate discriminatory practices*

*Ensures adequate resources for committee*

*Establishes bipartisan nature of committee*

three (3) months of its conception. The methodology report shall set out the proposed methodology for employment systems review;

(v) That the ESR Committee shall receive comments from the Union and the employer within six (6) weeks of distribution and thereafter shall consider the comments when determining its final methodology;

(vi) That the ESR Committee shall complete its ESR within one (1) year of finalizing its methodology;

(vii) That the ESR Committee shall prepare and circulate a draft Report on the results of the ESR to the union and the employer within six (6) months of completion;

(viii) That the ESR Committee shall invite and receive comments on the draft Report from the union and the employer during the following eight (8) weeks;

(ix) That within three (3) weeks of the expiry date for receipt of comments on the draft report, the ESR Committee shall consider all comments and determine in a draft Action Report what action should be recommended. Options for action include but are not limited to:

a) recommending further study where there have been identified gaps in information (but any further study must be completed within three [3] months following the date on which the Report is completed);

b) recommending specific action to resolve the identified barriers to equity, including recommended changes to the terms of the current collective agreement;

(x) That the Draft Action Report shall be circulated to the union and the employer, allowing six (6) weeks for response;

(xi) That, on receipt of responses from the Union and the employer, the ESR Committee shall determine whether the Report recommendations will be amended, and a Final

*Ensures timely and complete review of College hiring and workplace practices*

*Ensures broad input in to Employment Systems review*

Report will be issued. Copies shall be provided to the Union and the employer;

(xii) That the ESR Committee's Recommendations in its Final Report shall be implemented forthwith by the employer to the extent that doing so does not interfere with the collective agreement or other legal rights.

(xiii) The employer shall pay all the remedial costs.

*Ensures implementation of the conclusions of the Employment Systems Review committee*

#### Article 11 - WORKLOAD

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

*Housekeeping*

An allowance of a minimum of ~~six~~ **eight (8)** hours of the 44 hour maximum weekly total workload shall be attributed as follows to professors and instructors:

four **(4)** hours for routine out-of-class assistance to individual students

two **(2)** hours for normal administrative tasks

two (2) hours for assistance to students requiring accommodation

*Ensures equity for students by providing faculty with resources to accommodate*

The ~~teacher~~ **faculty member** shall inform his/her students of availability for out-of-class assistance in keeping with the academic needs of students.

**11.02 B 2** Each WMG will be composed of **(8)** eight members, with four **(4)** to be appointed by the College and four **(4)** appointed by the Union Local unless the College and the Union Local otherwise agree. The term of office of each member of the WMG shall be two **(2)** years, commencing on April 1 in each year with four members of the WMG, two College appointees and two Union appointees, retiring on March 31 of each year. A quorum shall be comprised of four, six or eight members with equal representation from the College and Union Local.

	<p>Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.</p> <p><b><u>As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WMG in an advisory role.</u></b></p>	<p><i>Provides equitable access to Workload Monitoring Group for all faculty</i></p>
<p>11.01 C 1</p>	<p>The functions of the WMG shall include:</p> <ul style="list-style-type: none"> <li>(i) reviewing workload assignments in general at the College and resolving apparent inequitable assignments;</li> <li>(ii) <b><u>reviewing workload in general or by request at the College to address workload distribution across equity seeking groups;</u></b></li> <li>(iii) reviewing specific disputes pursuant to 11.02 A 4, <del>and/or</del> 11.02 A 6 (a) <b><u>and/or 11.04</u></b> and where possible resolving such disputes;</li> <li>(iv) making recommendations to the College on the operation of workload assignments at the College;</li> <li>(v) reviewing individual workload assignments where requested by the <del>teacher</del> <b>faculty member</b> or the Union Local and, where possible, resolving the disputes;</li> <li>(vi) making recommendations to the College and Union Local committees appointed under Article 7, Union/College Committee (Local), as to amendments or additions to the provisions governing workload assignments at the College for local negotiation in accordance with 11.02 G in order to address particular workload needs at the College.</li> </ul>	<p><i>Enables Workload Monitoring Group to review equitability of workload, collegewide.</i></p> <p><i>Permits librarians and counsellors recourse to WMG</i></p> <p><i>Housekeeping</i></p>
<p>11.02 C 2</p>	<p>The WMG shall in its consideration have regard to such variables affecting assignments as:</p> <ul style="list-style-type: none"> <li>(i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);</li> <li>(ii) level of teaching and experience of the <del>teacher</del> <b>faculty</b></li> </ul>	<p><i>Acknowledges impact of professional</i></p>



	<p><b><u>traditional and culturally specific counselling or accommodation services;</u></b></p> <p>(xx) <b><u>time required to develop or review a workshop or therapeutic group;</u></b></p> <p>(xxi) <b><u>level of clerical support in preparing files, workshop material, publicity, and other related tasks associated to assigned activities;</u></b></p> <p>(xxii) <b><u>time necessary to arrange and prepare for student placement;</u></b></p> <p>(xxiii) <b><u>Coordinator duties and responsibilities; and</u></b></p> <p>(xxiv) <b><u>Indigenous land-based learning and/or traditional practices/customs.</u></b></p>	<p><i>variables impacting faculty including counsellors and librarians</i></p> <p><i>Acknowledges potential for unique workload associated with Indigenous learning</i></p>
<p><b>11.02 F 5</b></p>	<p>A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two <b>(2)</b> weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, that the WRA shall discuss the matter with the <del>teacher</del> <b>faculty member</b>, <del>the teacher's</del> <b>their</b> supervisor, and whomever else the WRA considers appropriate. <b><u>Due to the informality of this procedure, the parties agree no legal representatives for either the College or the Union Local shall be permitted to attend.</u></b></p> <p><b><u>As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WRA as a resource available to the parties.</u></b></p>	<p><i>Promotes equitable access to Workload Resolution Arbitration for all faculty</i></p>
<p><b>Salaries</b> <b>Article 14.03 A 1 (b)</b> <b>Maximum Salary Table</b></p>	<p><del>(b) The following table indicates the maximum salary level attainable by an employee based on that employee's relevant formal education levels and equivalencies.</del></p>	<p><i>Removes inequitable barrier preventing all faculty from</i></p>

Maximum Step Level Attainable	Required Qualifications	<i>accessing top salary step</i>
Step 21	A minimum of a 4-year Canadian Baccalaureate Degree equivalent; CGA; P.Eng.; CA; CMA (formerly RIA)	
Step 19	3-year CAAT Diploma or General Pass University Degree or Journey person holding equivalent qualifications*	
Step 18	2-year CAAT Diploma or Certified Journey person	
Step 17	1-year post-secondary certificate	
Step 16	No formal post-secondary diploma, certificate or degree	
<p>NOTE: Formal educational qualifications not specified above will be subject to evaluation by the Joint Educational Qualifications Subcommittee, as described in Appendix II.</p> <p>* Equivalent qualifications for a certified Journey person 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 Journey person or someone treated as such, shall be approved in advance by the College.</p>		
<p><b>Article 17</b>  <b>[New]</b>  <b>SHORT-TERM DISABILITY PLAN (STD)</b>  <b>Accommodation of Faculty with Disability, Injury, or Illness</b></p>		
<p><b>17.03 A</b></p>	<p><b><u>The Employer has a legal duty to accommodate members with disabilities, injuries or illness up to the point of undue hardship.</u></b></p> <p><b><u>(i) The burden of proving undue hardship lies with the employer.</u></b></p> <p><b><u>(ii) The employer's duty to accommodate inheres at every level of decision-making and processes, including but not</u></b></p>	<p><i>Acknowledges Employer's responsibility to accommodate</i></p> <p><i>Promotes principles of</i></p>

	<p><u>limited to departmental and college committees, Board operations, and joint committees for the employer and staff.</u></p>	<p><i>accommodation informing all levels of College decision-making</i></p>
<p><b><u>17.03 B</u></b></p>	<p><b><u>A member with a physical or mental difference, disability or health issue (permanent or temporary) have the right to accommodation, including modification of an existing accommodation. Accommodation shall entail any necessary adjustments to physical workspace and modification of a member’s workload or accepted work practices consistent with normal entitlement to research, professional development leaves, and other benefits under this agreement.</u></b></p>	<p><i>Clarifies certain rights to accommodation to which members are entitled</i></p>
<p><b><u>17.03 C</u></b></p>	<p><b><u>Such accommodation also includes, but is not limited to, modification of work plans and appraisals and of the time requirements for probationary review, renewal, permanency, and assignment decisions. In all cases, the purpose of such accommodation is to guarantee to the member continuation of the full benefits of employment, and may in particular cases require a modification to standards that would hinder the member from achieving full participation and/or recognition in the workplace.</u></b></p>	<p><i>Outlines certain forms that accommodation might take to promote workplace equity</i></p>
<p><b><u>17.04 A</u></b></p>	<p><b><u>All accommodation plans shall be negotiated by the Employer with the Union and the faculty member, including any changes to a pre-existing plan and shall:</u></b></p> <ul style="list-style-type: none"> <li><b><u>(i) meet the member’s needs;</u></b></li> <li><b><u>(ii) promote the member’s full participation and integration into the workplace including when returning to work from disability, injury or illness;</u></b></li> <li><b><u>(iii) ensure the member’s confidentiality;</u></b></li> <li><b><u>(iv) be copied to the Union and placed in the member’s confidential personnel file;</u></b></li> <li><b><u>(v) be carried out in a timely manner;</u></b></li> <li><b><u>(vi) not require renegotiation until such time as the member indicates that it is necessary.</u></b></li> </ul>	<p><i>Clarifies certain factors that are fundamental to appropriate accommodation places and policies</i></p>

<b><u>17.04 B</u></b>	<b><u>If documentation is required, the report of the member's health professional concerning the accommodation shall be accepted as establishing the need for accommodation. The Employer shall cover the costs of such documentation.</u></b>	<i>Clarifies documentation needed to establish need for accommodation</i>
<b><u>17.05 A</u></b>	<b><u>The Employer shall not stigmatize or discriminate against members whose disabilities are temporary, or do not fit traditional models of disability.</u></b>	<i>Ensures that faculty will suffer no negative consequence as a result of needing accommodation</i>
<b><u>17.05 B</u></b>	<b><u>No faculty shall be adversely affected in any way as a result of costs associated with the Employer's duty to accommodate.</u></b>	
<b><u>17.05 C</u></b>	<b><u>No faculty member shall be subjected to retaliation or reprisal for taking action to obtain accommodation for themselves or any other person, including but not limited to acting as an advocate or a witness in any proceeding resulting from an accommodation request or complaint.</u></b>	
<b><u>17.06</u></b>	<b><u>The cost of accommodation shall be borne by the employer and not by the Union.</u></b>	
<b><u>Return To Work</u></b> <b><i>*(amendment from current LOU)</i></b>		
<b><u>17.07</u></b>	<p data-bbox="381 1155 1193 1459"><b><u>The parties are committed to supporting employees who are injured, ill, and/or disabled and who require accommodation when returning to work. To that end, the parties agree that Every College shall have a Return-to-Work policy to support injured and ill employees in returning to work. The Employer College agrees to <b>collaborate</b> consult with the Local Union in adjusting its existing policy. The College's Return-to-Work policy will consist of:</u></b></p> <ul data-bbox="381 1501 1193 1890" style="list-style-type: none"> <li>• a statement of commitment that, pursuant to the obligations contained in the <i>Ontario Human Rights Code</i>, as interpreted by relevant case law, the College is committed to accommodating employees' return to work;</li> <li>• a statement of commitment that describes how the policy will operate at the College;</li> <li>• strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed;</li> <li>• a description of the roles and responsibilities for</li> </ul>	<i>Establishes collegial process for adjusting Return-to-Work policies at each College</i>

the various stakeholders involved in the Return-to-Work process;

- a Return-to-Work process that outlines the steps to be followed in managing individual return to work cases, including Return-to-Work teams which include the Return-to-Work coordinator, the supervisor, the employee, and his/her Union representative;
- a dispute resolution process;
- a communications and training component;
- a continuous improvement component that sets out a process for regular reviews of the policy. The College agrees to ~~confer with and receive~~ **implement** any recommendations from the Local Union, when reviewing the policy.

## Article 20

### PROFESSIONAL DEVELOPMENT LEAVE

#### 20.02

To that end, each College will grant a minimum of two percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than six years, and an additional one percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than 15 years, to be absent on professional development leave at any one time in accordance with the following conditions:

- (v) the salary paid to the employee will be based on the following scale: 55% of the employee's base salary increasing by five percent per year after six years of employment **including contract employment (with 10 calendar months of contract employment counting as one year of employment)**, with the College concerned to a maximum of 80% of the employee's base salary after eleven (11) years. It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period exceeds the amount of the employee's base salary. The amount and conditions of payment will be pro-rated for shorter leaves.

*Clarifies collegial nature of any review of a Return-to-Work policy*

*Promote equitable treatment of contract employment experience for calculating pay during professional development leave*

<p><b>Article 21</b> <b>Leaves of Absence</b></p> <p>21.03 Leave of absence for religious leave <b>or cultural reasons</b> may be granted at the discretion of the College, in accordance with existing human rights standards regarding accommodations, without loss of regular salary. Where leave of absence for religious <b>or cultural</b> reasons is <b>are</b> denied, reasons shall be given in writing to the applicant where requested.</p> <p>21.04 On the death of an employee's spouse as defined in the benefit booklet, parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, brother- in-law, sister-in-law, <b>extended and/or chosen family</b>, grandparent or grandchild, an employee shall be granted leave of absence of three or more days without loss of regular salary, the duration of the leave to be at the discretion of the College.</p> <p>It is understood that 21.02 is applicable to employees seeking bereavement leave related to the death of persons not identified in 21.04.</p>	<p><i>Ensure equitable access to leave for cultural events</i></p> <p><i>Respects different definitions of family in context of bereavement</i></p>
<p><b>Article 32</b> <b>GRIEVANCE AND ARBITRATION PROCEDURE</b></p> <p><b>Grievance Procedure</b></p> <p><b>Grievances</b></p> <p><b>32.02</b> Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under 32.11 C) in the following manner and sequence provided it is presented within seven days of the immediate supervisor's reply to the complaint.</p> <p><b>Grievance Meeting</b></p> <p>A. An employee shall present a signed grievance in writing to the College President or his/her designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local</p>	<p><i>Permits equitable access</i></p>

<p>or the College. <b><u>The member may request an Elder or Traditional Knowledge Keeper/Carrier to attend and such a request shall not be denied.</u></b> The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.</p> <p>B. <b><u>The parties agree that mandatory mediation with an Indigenous mediator/arbitrator is an alternative to the grievance process and is triggered at the faculty's request. If the mediation breaks down and the mediator determines that the parties cannot come to a settlement, then the Indigenous mediator/arbitrator can issue a binding decision.</u></b></p>	<p><i>to grievance process for all faculty members</i></p> <p><i>Permits equitable access to dispute resolution process for all faculty members</i></p>
<p><b>[NEW]</b>  <b>Letter of Understanding</b>  <b><u>Equitable Compensation</u></b></p>	
<p><b><u>The parties are committed to equitable compensation as a human right. To that end, the parties agree as follows:</u></b></p>	
<p><b><u>(i) To undertake immediately a province-wide equitable compensation study and to implement the proposals recommended by an equitable compensation committee before the expiration of this agreement.</u></b></p> <p><b><u>(ii) The study shall be conducted by an equitable compensation committee with an equal number of CAAT-Academic Faculty and College Employer Council representatives. The committee's composition and processes shall promote full participation of members of equity-seeking groups.</u></b></p> <p><b><u>(iii) The College Employer Council shall provide adequate resources to enable the equitable compensation committee to retain independent experts to provide training and advice in equitable compensation methodologies.</u></b></p> <p><b><u>(iv) The College Employer Council shall pay all expenses of the equitable compensation committee, and all faculty involved in the study, administrative and expert consultancy costs, as well as the cost of training committee members in equitable compensation methodologies, etc. by an independent expert in human rights/equitable compensation.</u></b></p>	<p><i>Promote equitable compensation throughout Ontario Colleges by forming a provincewide bipartisan committee with Union and College Employer Council representation</i></p> <p><i>Ensures sufficient resources for committee to achieve its mandate</i></p>

<p><b><u>(v) The equitable compensation committee will determine selection of the independent expert.</u></b></p> <p><b><u>(vi) The College Employer Council shall reduce other workload obligations for employees involved in the work of the equitable compensation committee and/or the equitable compensation study.</u></b></p> <p><b><u>(vii) The College Employer Council, the Colleges, and the Union shall cooperate fully in the provision of any necessary information to the committee.</u></b></p> <p><b><u>(viii) The College Employer Council and the Union members participating in the work of the equitable compensation committee who receive employment information necessary for the work of the study, shall respect privacy obligations, whether they be set out in legislation, this agreement or form an official employment policy of the Colleges.</u></b></p> <p><b><u>(ix) The process, scope and time frames for the equitable compensation study, as well as frequency of future equitable compensation studies, will be determined by the equitable compensation committee.</u></b></p> <p><b><u>The equitable compensation committee’s responsibilities shall include but not be limited to:</u></b></p> <p><b><u>a. Determining the compensation adjustments to individual faculty or groups of faculty as an outcome of the study;</u></b></p> <p><b><u>b. Determining any retroactive adjustments;</u></b></p> <p><b><u>c. Making recommendations for revision of practices and procedures that have the potential to, or in fact do, adversely affect any equity-seeking group member in compensation or other employment opportunities.</u></b></p> <p><b><u>d. Proposing methodologies for both the study and adjustments, which shall be reviewed by a consulting expert agreed to by the parties.</u></b></p> <p><b><u>x) Failing agreement by the equitable compensation</u></b></p>	<p><i>Ensures that committee has access to necessary data</i></p> <p><i>Respects privacy obligations</i></p> <p><i>Permits the Equitable Compensation Committee to restore salary/ compensation to which faculty members are entitled</i></p> <p><i>Obtain expert review of strategies for establishing compensation equitability</i></p>
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<p><b>A) Experience: Relevant Teaching/Relevant Occupational</b></p> <p>(i) Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.</p> <p>For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.</p> <p>Part-time experience should be totalled only if it forms part of a regular program of development such as a co-operative educational program.</p> <p><del>Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.</del></p> <p><del>Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.</del></p> <p><del>The values to be given for experience are:</del></p> <ul style="list-style-type: none"> <li><del>— First 5 years: — 1 point per year</del></li> <li><del>— Next 9 years: — 2/3 point per year</del></li> <li><del>— Next 12 years: — ½ point per year</del></li> </ul> <p><b><u>ii) Indigenous Knowledge Qualifications</u></b></p> <p><b><u>Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies,</u></b></p>	<p><i>Recognizes value of employment experience accumulated during periods of study</i></p> <p><i>Aligns treatment of graduate student employment to current legislation</i></p> <p><i>Language relocated below</i></p> <p><i>Acknowledges the status of</i></p>
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histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.

Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.

The values to be given for experience and/or Indigenous Knowledge are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: ½ point per year

**B) Relevant Formal Qualifications**

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

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

- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points  
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points  
(Maximum of 6 years)
- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA),

*Indigenous knowledge and expertise and recognizes their value as qualifications*

*Relocated language from above*

*Eliminates arbitrary limits to recognition of educational training; establishes greater equity between years spent in*

Certified Journeyperson -  
per year (level) completed: 1½ points  
(Maximum of 5 years)

*educational  
settings and  
workplace  
settings*

~~The maximum credit for formal qualifications shall be six (6) years.  
For employees hired after October 1, 2017, the maximum credit  
for formal qualifications will be seven (7) years.~~

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

**SECTION II  
CLASSIFICATION PLAN FOR INSTRUCTORS**

**FACTORS**

**1. APPOINTMENT FACTORS**

**A) Experience: Relevant Teaching/Relevant Occupational**

- (i) Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught, or to some allied aspect of it. In determining the number of years to be counted the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who has spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should only be totalled if it forms part of a regular program of development such as a co-operative educational program.

~~Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.~~

*Recognizes value  
of employment  
experience  
accumulated  
during periods of  
study*

<p>Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.</p> <p>The values to be given for experience are:</p> <ul style="list-style-type: none"> <li>— First 5 years: — 1 point per year</li> <li>— Next 9 years: — 2/3 point per year</li> <li>— Next 12 years: — ½ point per year</li> </ul> <p><b>(ii) <u>Indigenous Knowledge Qualifications</u></b></p> <p><b><u>Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.</u></b></p> <p><b><u>Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.</u></b></p> <p><b><u>The values to be given for experience and/or Indigenous Knowledge are:</u></b></p> <ul style="list-style-type: none"> <li>- <b><u>First 5 years: 1 point per year</u></b></li> <li>- <b><u>Next 9 years: 2/3 point per year</u></b></li> <li>- <b><u>Next 12 years: ½ point per year</u></b></li> </ul> <p><b>B) Relevant Formal Qualifications</b></p> <p>Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate</p>	<p><i>Aligns treatment of graduate student employment to current legislation</i></p> <p><i>Language relocated below</i></p> <p><i>Acknowledges the status of Indigenous knowledge and expertise, and recognizes their value as qualifications</i></p> <p><i>Relocated language from above</i></p>
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of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

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

- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points  
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points  
(Maximum of 6 years)
- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: 1½ points  
(Maximum of 5 years)

~~The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.~~

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

*Eliminates arbitrary limits to recognition of educational training; establishes greater equity between years spent in educational settings and workplace settings*