

# **Academic Union Offer of Settlement**

**August 16, 2012**

## WORKLOAD

### Online Teaching

#### 11.01 B 2 (new)

- (ii) Where a course is delivered online, teaching contact hours shall be deemed to be ~~the same as~~ **no less than** the credit hours students receive for that course.
- (iii) **Where 20% or more of the delivery of course curriculum is web-based that course is deemed to be an online course.**

#### 11.01 D 1 (renumber preceding)

- (ii) **Where a course is delivered online, attributed hours for preparation under 11.01 D1 (i) shall be increased by 50%**

#### 11.01 D 2 (new)

- (ii) **Where the course is delivered online, every increment of 20 students constitutes a section.**

#### 11.01 E 2 (new)

- (v) **Where a course is delivered online attributed hours for evaluation under 11.01 E 2(i) and 11.01 E 2(ii) shall be increased by 50%.**

*Acknowledges the changing instructional environment.*

## WORKLOAD

<p><b>Course and Section</b></p> <p><b>11.01 D 2</b></p> <p>(i) No more than four different course preparations or six different sections shall be assigned to a teacher in a given week, <b>except by voluntary agreement which shall not be unreasonably withheld.</b></p>	<p><i>Prevents excessive workload.</i></p>
<p><b>Coordinators</b></p> <p><b>14.03 A 3</b></p> <p>Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, <b><u>which shall be determined prior to the acceptance of the designation.</u></b> It is understood that coordinators do not have responsibility for the <b><u>supervision or for the</u></b> disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes...</p>	<p><i>Clarifies the duties of coordinators.</i></p>
<p><b>Workload Resolution Arbitration</b></p> <p><b>11.02 F 5</b></p> <p>A WRA shall determine appropriate procedure. 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 <b><i>and shall preclude the use of legal counsel,</i></b> that the WRA shall discuss the matter with the teacher, the teacher's supervisor, and whomever else the WRA considers appropriate.</p>	<p><i>Affirms the informality of the workload complaint process.</i></p>
<p><b>Non-Post-Secondary</b></p> <p><b>11.01 B 1</b></p> <p>Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours. <b><del>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.</del></b></p> <p><b>11.01 I</b></p> <p>Teaching contact hours for a teacher in post-secondary programs shall not exceed 18 in any week. <b><del>Teaching contact hours for a teacher not in post-secondary programs shall not exceed 20 in any week.</del></b></p>	<p><i>Eliminates the unwarranted discrimination against students and teachers not in post-secondary.</i></p>

## WORKLOAD

### 11.01 K 1

Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed 180 contact days per academic year. ~~for a teacher in post-secondary programs or 190 contact days per academic year for a teacher not in post-secondary programs.~~

### 11.01 K 3

Teaching contact hours shall not exceed 648 teaching contact hours per academic year. ~~for a teacher in post-secondary programs or 760 teaching contact hours per academic year for a teacher not in post-secondary programs.~~

### 11.01 K 4

Compensation for work in excess of the maxima set out above shall be paid by the College to the teacher on the basis of:

- (i) 1/180 ~~or 1/190 respectively~~ of the teacher's annual regular salary for each contact day in excess of the 180 ~~or 190 contact day annual maximum;~~
- (ii) 0.1% of the teacher's annual regular salary for each teaching contact hour in excess of the 648 ~~or 760 teaching contact hour annual maximum.~~

Such compensation shall be for the greatest amount and shall not be pyramided under this clause or under 11.01 J.

### 26.04

**Non-Post-Secondary Partial-Load Professors – Delete Grid**

**Non-Post-Secondary Partial-Load Instructors – Delete Grid**

*Eliminates the unwarranted discrimination against students and teachers not in post-secondary.*

## COMPENSATION

<p><b>Salary</b></p> <p>Increase salary to ensure that compensation is properly positioned in relation to the comparator groups – Ontario high schools and Ontario universities.</p> <p><b><u>1.75% increase in each of two years</u></b></p>	<p><i>Realistic proposal that maintains comparator principles.</i></p>
<p><b>Educational Qualifications</b></p> <p><b>Job Classification Plans for Positions in the Academic Bargaining Unit</b></p> <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 of a three-year technology program in a College would be given 1 1/2 points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.</p> <p>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.</p> <ul style="list-style-type: none"> <li>- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1 1/2 points (Maximum of <del>4</del> <b>8</b> years)</li> <li>- University Degree - per year (level) completed: 1 1/2 points (Maximum of <del>6</del> <b>12</b> years)</li> <li>- Formal integrated work/study program such as P.Eng., C.A., C.G.A., C.M.A. (formerly R.I.A.), Certified Journeyman* - per year (level) completed: 1 1/2 points (Maximum of <del>5</del> <b>10</b> years)</li> </ul> <p>(Note that years included herein are not also to be included under Factor A)</p>	<p><i>Increases the maximums to recognize the advanced educational qualifications held by new faculty.</i></p>

## ACADEMIC FREEDOM

<p><b>Roles and Responsibilities</b></p> <p><b>XX.01 (new)</b></p> <p><b>Academic employees of the College are exclusively responsible for:</b></p> <ul style="list-style-type: none"> <li><b>(a) academic policy in general;</b></li> <li><b>(b) curricular design, development, implementation and review;</b></li> <li><b>(c) instruction and the evaluation of students, as well as the assessment of student progress toward curricular and program requirements;</b></li> <li><b>(d) academic scholarship and professional and creative production;</b></li> <li><b>(e) participation in decisions concerning faculty hiring and faculty personnel policies;</b></li> <li><b>(f) ensuring academic compliance with accreditation standards and external regulatory requirements.</b></li> </ul>	<p><i>Establishes faculty academic rights and responsibilities.</i></p>
<p><b>XX.02 (new)</b></p> <p><b>Academic administrators, under the direction of the senior academic officer of the College, have particular responsibility for:</b></p> <ul style="list-style-type: none"> <li><b>(a) ensuring the sustained presence of a learning environment in which faculty and students can be successful in the process of teaching and learning according to the curricula and programs of the College;</b></li> <li><b>(b) allocating and managing the resources necessary to support the academic mission;</b></li> <li><b>(c) overseeing the processes for ensuring quality and effectiveness in curriculum and instruction;</b></li> <li><b>(d) stimulating reform and innovation in curricula and programs;</b></li> <li><b>(e) providing effective and equitable personnel administration to support the faculty;</b></li> <li><b>(f) compliance with all external accreditation and regulatory requirements in academic affairs.</b></li> </ul>	<p><i>Clarifies appropriate administrator role.</i></p>
<p><b>11.01 A 1 (new, renumber subsequent)</b></p> <ul style="list-style-type: none"> <li><b>(c) Teachers shall determine course content, materials, teaching methodology and evaluation subject to external accrediting body and program outcome requirements.</b></li> </ul>	<p><i>Recognizes the expertise of faculty.</i></p>

## ACADEMIC FREEDOM

<p><b>Class Definition Professor</b> <del>Under the direction of the senior academic officer of the College or designate, a</del> A Professor is responsible for providing academic leadership and for developing an effective learning environment for students...</p>	<p><i>Recognizes the expertise of faculty.</i></p>
<p><b>Copyright</b> <b>13.01</b> Except as may be otherwise mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee's normal administrative or professional duties with the College, shall be and remain the property of the <del>employee College</del>. Other works produced by an employee shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the <i>Copyright Act</i> (Canada) and in particular the subsection addressing "work made in the course of employment".</p>	<p><i>Extends faculty ownership rights to materials they create.</i></p>

## STAFFING

<p><b>Preference for Full-time Positions</b></p> <p><b>2.02</b></p> <p>The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions, as defined in Article 26, Partial-Load Employees, subject to such operational requirements as the quality of the programs, attainment of the program objectives, <b>and</b> the need for special qualifications. <del>and the market acceptability of the programs to employers, students, and the community.</del></p> <p><b>2.03 B</b></p> <p>The College will not abuse the usage of sessional appointments by combining sessional with partial-load <b>and/or part-time</b> service and thereby maintaining an employment relationship with the College in order to circumvent the completion of the minimum 12 months sessional employment in a 24-month period.</p> <p><b>2.04 (new)</b></p> <p><b>The College will give preference to the designation of full-time positions as regular rather than part-time positions subject to the following operational requirements: quality of programs, attainment of the program objectives and the need for special qualifications.</b></p>	<p><i>Protects full-time positions.</i></p>
<p><b>Partial-Load</b></p> <p><b>2.05 (new)</b></p> <p><b>The College will give preference to the designation of partial-load positions rather than part-time positions subject to the following operational requirements: quality of programs, attainment of the program objectives, and the need for special qualifications.</b></p>	<p><i>Protects partial-load positions.</i></p>
<p><b>Outsourcing</b></p> <p><b>2.01 A (new)</b></p> <p><b>All academic work as set out in the Classification Definitions for academic employees shall be performed by members of the academic bargaining unit or persons identified in Article 1.01 (v).</b></p> <p><b>2.01 B (new, renumber subsequent)</b></p> <p><b>The college shall not contract the services of external agents or agencies to deliver college programs or academic services except where it is not possible to provide the services with college employees. Where the college deems that the service cannot be provided by current employees (persons employed by the college) the college will post positions for those services within 6 months.</b></p>	<p><i>Provides job security.</i></p>



## BENEFITS

<p><b>Sick Leave</b></p> <p><b>17.01 F 3</b></p> <p>Where the qualifying period for LTD has expired, <del>and the employee qualifies for LTD</del>, and the employee still has credits standing in his or her name under this plan, such credits may, at the election of the employee, be utilized by the employee instead of LTD benefits, until the employee elects to take LTD benefits, if qualified.</p>	<p><i>Ensures access to accumulated sick day credits.</i></p>
<p><b>Best Practices</b></p> <p><b>17.01 F 6</b></p> <p>Application for benefits under the plan shall be made at such time and in such manner as the College shall determine and shall be supported by such medical evidence, if any, as the College may require. <b>The employee shall be informed of any challenge to the validity of an application and the college may request additional information via the employee's medical practitioner(s). Where a dispute arises as to the validity of an application and the benefit is denied, the employee may file a grievance which shall commence at Step Two of the grievance procedure as outlined in this agreement. Should the grievance be referred to arbitration, the parties agree that Article 33 of this agreement shall be used.</b></p>	<p><i>Protects employees from intrusion into personal medical records.</i></p>

## JOB SECURITY

<p><b>Layoff Rights</b></p> <p><b>27.06 A (xiii)</b>  (c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be granted release <b>for one academic year</b> from all or part of the normally assigned duties, <del>for this period of notice</del>, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, <b>the retraining period</b> <del>notice period</del> shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the <del>notice period</del> <b>retraining period</b>.</p>	<p><i>Provides employment stability.</i></p>
<p><b>Probationary Period</b></p> <p><b>27.02 A 1</b>  A full-time employee will be on probation until the completion of the probationary period. This shall be <b>one two</b> year's(<del>')</del>continuous employment except as amended in this Article.</p> <p><b>27.02 A 2 (delete)</b></p> <p><b>27.02 B</b>  The probationary period shall also consist of <b>12 24</b> full months of non-continuous employment (in periods of at least one full month each) in a <b>24 48</b> calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month"...</p>	<p><i>Reduces the probationary period.</i></p>

## PARTIAL-LOAD

### Job Security

#### Article 26.10D (new)

Subject to the application of ~~Article~~ Articles 2.02, 2.05, and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to current partial-load employees whose contracts will expire prior to the start of the assignment if the following conditions are met:

- i) The current partial-load employee must have previously been employed as a partial-load employee for at least ~~10~~ 5 months of service as defined in 26.10 C within the last ~~4 academic~~ 5 years.
  
- ii) The current partial-load employee ~~previously taught the courses that form the new partial-load assignment~~ must have the competence and skill to teach the courses that form the partial-load assignment.

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.

Where no current partial-load employee accepts the future partial-load position, priority in hiring shall be given to persons who have been partial-load employees within the past 3 years, based on service and providing the person has the competence and skill to perform the requirements of the position.

*Enhances job security for partial-load faculty.*

### Workload Hours/Compensation

#### 26.01 B

A partial-load employee is defined as a teacher who teaches more than six and up to and including 12 hours per week on a regular basis, **and who has a total workload of no more than 24 hours per week on a regular basis.**

#### 26.01 C (new)

**Total workload hours shall be determined in accordance with Articles 11.01 B, 11.01 C, 11.01 D, and 11.01 E. Workload hours shall be rounded up to the nearest full hour.**

*Pays partial-load faculty for all work: teaching, preparation, evaluation and feedback.*

**26.02 A**

A partial-load ~~employee teacher~~ shall not receive salary or vacations but shall be paid ~~for the performance of each teaching contact hour at an hourly~~ a weekly rate calculated in accordance with 26.04.

**26.02 B**

A portion of the ~~hourly~~ weekly rate for partial-load teachers is in lieu of vacation pay.

**26.04**

Amend Article 26.04 to reflect a weekly salary based on total workload as calculated in accordance with Article 26.01.

<p><b>Statutory and College Holidays</b></p> <p><b>26.09 A</b></p> <p>Partial-load employees who are under contract <del>on the last working day the week</del> prior and the <del>working day week</del> subsequent to a holiday as defined in Article 16 <del>shall be paid for these if they are regularly scheduled teaching days.</del> shall receive the benefit as set out in Article 16 without reduction of regular weekly pay. Under contract means there is a written contract between the College and the employee...</p>	<p><i>Provides holiday pay to partial-load employees under contract.</i></p>
<p><b>26.09 B (new)</b></p> <p><b>There will be a bridging of these benefits allowed if the partial-load employee is re-hired within 15 days of the end of any contract or if upon termination of a contract there is a written contract for future employment as a partial-load employee.</b></p>	
<p><b>Service Credits</b></p> <p><b>26.10 B</b></p> <p>For the purpose of determining the service of a partial-load teacher under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid <b>36 weeks</b> <del>ten months</del> of on-the-job experience will entitle the employee to one year of service and to progress one step on the grid, except as noted in 26.10 C.</p> <p><b>26.10 C</b></p> <p>On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the employee teaches 30 hours or more <b>up to August 31, 2012, and thereafter on the basis of ½ week's credit for each calendar week in which the employee is assigned a workload of more than 13 hours.</b></p>	<p><i>Allows faster progression on the salary grid.</i></p>
<p><b>Hiring</b></p> <p><b>27.11 B</b></p> <p>Where a vacancy of a full-time position in the bargaining unit occurs and is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within one <del>year</del> <b>month</b> prior to the posting shall be considered internal applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.</p>	<p><i>Enhances opportunity for partial-load employees to be considered for full-time vacancies.</i></p>

## GRIEVANCES

<p><b>Arbitrators</b></p> <p><b>32.03 A</b></p> <p>Update list of arbitrators.</p>	
<p><b>32.09</b></p> <p>The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement where the rights of the Union or the bargaining unit under this Collective Agreement have been violated. Such grievance shall not <b>include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal or group grievance shall not be by-passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees</b> take the place of individual or group grievances...</p>	<p><i>Clarifies wording on Union grievances.</i></p>
<p><b>34.02</b></p> <p>The cost of printing the Agreement booklets will be shared equally by the Council and the Union. <b>The parties will, within 60 days of signing the collective agreement, agree as to format and content of the booklets in both languages.</b> Colleges shall be included in the tender bid for the contract on production of the booklets. The booklets will be produced within 60 days.</p> <p>A copy of the signed version of the collective agreement shall be posted on each party's website.</p>	

**Agreed in Principle:**

**Article 4.01 A**

**Article 26.08 C**

**Appendix IV 4 B**

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

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In addition to the document above, the union presented further components of the offer of settlement verbally. Further, to clarify some of the management proposals which have been agreed to in principle by the union, please see below.

### **Arbitrators**

*During negotiations, the names of arbitrators are similar to personnel matters, the union has not published the names being submitted to the Council. The Council's offer of settlement includes 9 changes to the arbitrator list, 8 of which are management's demands.*

*The union has offered to make an equal number of specific changes sought by each party.*

### **Agreed in principle:**

#### **Article 4.01 A - No Discrimination/Bullying/Psychological Harassment**

*The management demand updates the Collective Agreement to reflect changes to the Human Rights Legislation and has no negative impact on the bargaining unit.*

#### **Article 26.08 C- Sick Leave Plan - Bridging Benefit**

*The management's demand updates the language and does not have any impact at all on partial-load rights.*

#### **Appendix (IV) 4 B - Specifications for Public Tender**

*The management demand reflects that the Colleges Appointments and Compensation Council is no longer a Crown Agency and therefore not governed by the tendering regulations of Crown Agencies. There is no negative impact on the bargaining unit.*