

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
ON BEHALF OF THE COLLEGE ACADEMIC EMPLOYEES

AND

The College Employer Council for the College of Applied Arts and
Technology

U12 UNION PROPOSALS

October 4, 2021



The Union is forwarding the following proposals without prejudice

The Union reserves the right to alter, amend, change, expand or withdraw any and all proposals

Tabled _____

Amend/[New] to:
Article 2
STAFFING

- 2.01 A A minimum of 70% of teaching contact hours for credit courses at each college shall be taught by full-time faculty by September 30, 2027.
- 2.01 B Each college shall have at least one (1) full-time academic librarians per 2500 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, 2020.
- 2.01 C Each college shall have at least one (1) full-time counsellor per 600 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, 2020.
- 2.03 B The College ~~will~~ shall not abuse the usage of sessional appointments by combining sessional ~~with partial-load service~~ with part-time and/or partial-load service, thereby maintaining an employment relationship ~~with~~ between the employee and the College ~~in order to circumvent~~ and thereby circumventing the completion of the minimum 12 months sessional employment in a 24 month period.
- 2.03 C If the College continues a ~~full-time~~ position beyond one full academic year of staffing the position with ~~sessional~~ contract appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.
- 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.~~
- The College shall give preference to hiring for partial-load teaching positions over part-time and sessional positions.
- 2.03 E The College shall exclusively assign work that may be performed by faculty to full-time or contract faculty according to the provisions of this Article.
- 2.03 F The College shall not circumvent the creation of a full-time bargaining unit position by combining academic, and/or administrative, and/or support staff contracts.
- 2.04 There shall be no contracting out of faculty work.

*current Article 2.01 will become 2.05 and all other articles will remain status quo

Amend to:

Article 4

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

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.

The parties recognize that intersectionality is an important consideration for framing a more equitable agreement, eliminating systemic discrimination, and achieving employment equity within the college system.

4.02 A 10 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 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* shall be considered in safety planning. ~~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.~~

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.

Such investigations shall be completed within twelve weeks, subject to written agreement to extensions by the complainant, Union Local, and College.

The findings of the investigation shall be made available in full to the complainant and the Union Local.

*all other articles remain status quo

Amend to:

Article 8
UNION BUSINESS

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~~ **40** 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~~ **0%** of the base salary portion of the first ~~15~~ **10** hours. The Union Local shall reimburse the College for ~~50~~ **25%** of the base salary portion of the next 15 hours **and 50% for 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).
- (ii) In each College there shall be a further reduction of up to ~~32~~ **25** 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.

*all other articles to remain status quo

Amend to:
Article 11
WORKLOAD

11.01 A Each ~~teacher~~ **faculty member as defined in Article 35.02** shall have a workload that adheres to the provisions of this Article.

11.01 B 1 Total workload assigned and attributed by the College to a ~~teacher~~ **faculty member** shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for ~~teachers~~ **professors and instructors, and 35 hours in**

any week for counsellors and librarians, 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.

The balance of the academic year shall be reserved for complementary functions and professional development.

Workload factors to be considered are:

- i. teaching contact hours or counselling contact hours
- ii. attributed hours for preparation
- iii. attributed hours for evaluation and feedback
- iv. attributed hours for complementary functions

11.01 B 2 A “teaching contact hour” is a College scheduled teaching hour assigned to the teacher faculty member by the College. ~~Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.~~ Assigned teaching contact hours shall be deemed to be the same as the credit hours students receive for that course, regardless of the mode, nature, or location of delivery (e.g., classroom, laboratory, individualized self-learning packages, work setting, student placement, online, hybrid, or multi-mode).

11.01 B 3 A “counselling contact hour” includes any assigned hour where a counsellor is interacting with students or providing training or supervision.

11.01 D 1 Weekly hours for preparation shall be attributed to the teacher faculty member in accordance with the following formula:

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
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New	1:1.10
Established A	1:0.85
Established B	1:0.60
Repeat A	1:0.45
Repeat B	1:0.35
Special A	as indicated below
Special B	as indicated below

RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION BY
TYPE OF COURSE

<u>Mode of Delivery</u>					
	<u>New</u>	<u>EA</u>	<u>EB</u>	<u>RA</u>	<u>RB</u>
<u>Face-to-Face</u>	<u>1:1.75</u>	<u>1:1.50</u>	<u>1:1.10</u>	<u>1:0.60</u>	<u>1:0.50</u>
<u>Online</u>	<u>1:2.00</u>	<u>1:1.75</u>	<u>1:1.50</u>	<u>1:0.60</u>	<u>1:0.50</u>
<u>Hybrid</u>	<u>1:2.25</u>	<u>1:2.00</u>	<u>1:1.65</u>	<u>1:0.75</u>	<u>1:0.65</u>
<u>Multiple Mode A/Synchronous</u>	<u>1:2.50</u>	<u>1:2.25</u>	<u>1:2.00</u>	<u>1:1.00</u>	<u>1:0.85</u>

Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2

11.01D 3 For purposes of the formula:

Mode of Delivery

- i. “Face-to-Face” refers to a section of a course which a faculty member is delivering together with students in the same physical space at the same time and is synchronous.
- ii. “Online” refers to a section of a course which the faculty member is delivering entirely through online delivery, either synchronously or asynchronously.
- iii. “Hybrid” refers to a section of a course which the faculty member is, at different times, delivering partly online and partly through face-to-face instruction, and this delivery remains the same for all students for the duration of the course.
- iv. “Multiple Mode A/Synchronous” refers to a section of a course that the faculty member is delivering through face-to-face instruction as well as online at the same time, and may involve a streaming or recorded component.

Type of Course

*Article 11.01 D3 amend only (i) to:

- i. "New" refers to the first section of a course which the ~~teacher~~ **faculty member** is
 - teaching for the first time. (This definition does not apply to a new ~~F~~full-time ~~teacher~~ **faculty member** 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~~ **significant** revision of the course or curriculum has been approved by the College; ~~or~~
 - **teaching in a different mode of delivery for the first time.**

* Article 11.01 D3 delete (vii) and (viii) and add new:

- vii. **Hours for coordination of courses or programs (as referred to in 14.03 A 3) assigned to a faculty member on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF**

*Article 11.01 D3 (ix) remains status quo but renumbered to (viii)

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a ~~teacher~~ **faculty member** in accordance with the following formula:

In accordance with the following ratio depending on which form of evaluation is most prevalent

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK

Essay or p P roject	Routine or Assisted	In-Process
1:0.03055 per student	1:0.015 per student	1:0.0092 per student

Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2

11.01 E 2 For purposes of the formula:

- i. "Essay or project evaluation and feedback" is grading:
 - essays;
 - ~~essay type~~ assignments or tests that cannot be evaluated using mechanical marking assistance;
 - projects (including but not limited to recordings, experiments, models, portfolios, presentations or other physical products) not evaluated within the teaching contact hour; or
 - student performance based on behavioral assessments ~~compiled by~~ evaluated by the ~~teacher~~ faculty member outside teaching contact hours.
- ii. "Routine or assisted evaluation and feedback" is ~~evaluation grading~~ by the ~~teacher~~ faculty member outside teaching contact hours of ~~short answer tests or other~~ evaluative tools where mechanical marking assistance or marking assistants are provided.

*Article 11.01 E2 (iii) and (iv) remain status quo

11.01 E 3 The faculty member shall establish the method of evaluation and feedback for a course.

~~Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs.~~

~~If only one teacher is assigned to a program, that teacher shall be deemed to be "the group" for purposes of this Article.~~

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.

An allowance of a minimum of ~~six~~ seven (7) 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

one (1) hour for assistance to students requiring accommodation

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

11.01 G 1 Where preparation, evaluation, feedback to students and complementary and/or administrative or other functions can be appropriately performed outside the College, scheduling shall be at the discretion of the ~~teacher~~ faculty member, subject to the requirement to meet appropriate deadlines established by the College.

11.01 G 3 Where there are additional circumstances affecting the workload of a counsellor or librarian which are not adequately captured on their Workload Agreement, additional hours shall be attributed, following discussion between the faculty member(s) and the supervisor, on an hour for hour basis.

11.01 L 2 ~~Every effort shall be made to ensure that w~~Work will shall not be assigned to begin less than 12 hours after the end of the previous day's work assignment.

*Amend only Article 11.02 A1 (a) to:

11.02 A 1

a. For professors and instructors, a SWF shall represent the total workload during periods of assigned teaching. For counsellors and librarians, a written workload agreement (WWA) shall represent the total workload. Prior to the establishment of a total workload ~~for any teacher~~ the supervisor shall discuss the proposed workload with:

i. the ~~teacher~~ professor or instructor and complete the SWF, attached as Appendix I, to be provided by the College. The supervisor shall give a copy to the ~~teacher~~ professor or instructor not later than six (6) weeks prior to the beginning of the period covered by the timetable excluding holidays and vacations. It is recognized that if the SWF is subsequently revised by the College, it will not be done without prior consultation with the ~~teacher~~ professor or instructor.

ii. the counsellor or librarian and complete a WWA that respects the provisions of this Article. It is recognized that if the WWA is subsequently revised by the College, it will not be done without prior consultation with the counsellor or librarian.

11.02 A 2 The SWF or WWA shall include all details of the total workload.

For the SWF this includes 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 and complementary functions.

For the WWA this includes counselling or student contact hours and all other workload activities.

11.02 A 3 Following receipt of the SWF or WWA, the ~~teacher~~ faculty member shall indicate in writing on the SWF or WWA whether they are in agreement with the total workload. If not in agreement, the ~~teacher~~ faculty member and ~~their~~ supervisor may add such other comments as is considered appropriate and may indicate in writing that the workload should be reviewed by the College WMG.

11.02 A 4 In the event that the ~~teacher~~ faculty member is not in agreement with the total workload and wishes it to be reviewed by the WMG, the ~~teacher~~ faculty member must so indicate in writing to the supervisor within five **(5)** working days following the date of receipt of the SWF or WWA. The completed SWF or WWA will be forwarded by the supervisor to the WMG within three **(3)** working days from date of receipt from the ~~teacher~~ faculty member with a copy to be given to the ~~teacher~~ faculty member.

Absent such indication, the ~~teacher~~ faculty member shall be considered to be in agreement with the total workload.

*Amend Article 11.02 A5 to put current language under (a) and then add new language below as (b):

11.02 A 5

b. For counsellors and librarians, a weekly schedule shall be established based on the contact and workload hours set out in the WWA, and a copy shall be given to the counsellor or librarian no less than two (2) weeks prior to the beginning of the period covered by the WWA. If a counsellor or librarian is assigned teaching, 11.02 A 5 (a) applies as well.

11.02 A 6

a. In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, **11.04** or 11.09, a ~~teacher~~ faculty member shall discuss such difference as a complaint with ~~the teacher's~~ 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 ~~teacher~~ **faculty member** in order to give the immediate supervisor an opportunity of ~~adjusting~~ **to resolve** the complaint. The discussion shall be between the ~~teacher~~ **faculty member** 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 **(7)** days after discussion with the ~~teacher~~ **faculty member**.

Failing settlement of such a complaint, a ~~teacher~~ **faculty member** may refer the complaint, in writing, to the WMG within seven **(7)** 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.

- (b) Grievances arising with respect to Article 11, Workload, other than 11.01, 11.02, **11.04**, and 11.09 shall be handled in accordance with the grievance procedure set out in Article 32, Grievance and Arbitration Procedures.

*Amend Article 11.02 B2 to add language below to existing language

11.02 B 2 **As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WMG in an advisory role.**

11.01 C 1 The functions of the WMG shall include:

- i. reviewing workload assignments in general at the College and resolving apparent inequitable assignments;
- ii. reviewing specific disputes pursuant to 11.02 A 4, ~~and/or~~ 11.02 A 6 (a) **and/or 11.04** and where possible resolving such disputes;
- iii. making recommendations to the College on the operation of workload assignments at the College;
- iv. reviewing individual workload assignments where requested by the ~~teacher~~ **faculty member** or the Union Local and, where possible, resolving the disputes;
- v. 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.

- 11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:
- 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~~ **faculty member** 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. instructional modes, including requirements for alternate delivery;
 - vi. availability of time for the ~~teacher's~~ **faculty member's** professional development;
 - vii. previously assigned schedules;
 - viii. lead time for preparation of new and/or changed schedules;
 - ix. availability of current curriculum;
 - x. students requiring accommodation;
 - xi. **students requiring additional language or communication supports;**
 - xii. introduction of new technology;
 - xiii. the timetabling of workload, including changes to the length of the course;
 - xiv. level of complexity and rate of change in curriculum;
 - xv. requirements for applied research;
 - xvi. required translation of materials;
 - xvii. **mentoring of faculty;**
 - xviii. **nature of counselling services provided and time required for such**

activities;

xix. time necessary to arrange and prepare for student placement;

xx. coordinator duties and responsibilities; and

xxi. Indigenous land-based learning and/or traditional practices/customs.

11.02 D 2 The WMG shall have access to all completed SWFs, WWAs, and timetables, and such other relevant workload data as it requires to review workload complaints at the College.

11.02 F 4 The College and the Union Local will provide to a WRA the SWF or WWA and any other documents which were considered by the WMG in its deliberations and such other information as the WRA considers relevant. The WRA shall have the jurisdiction to consider the same variables as set out in Article 11.02 C 2.

11.02 F 5 A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two (2) 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 ~~teacher~~ faculty member, ~~the teacher's~~ their supervisor, and whomever else the WRA considers appropriate. 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.

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.

11.02 F 9 Having regard to the procedures set out herein for the resolution of disputes arising under 11.01, 11.04, 11.02, or 11.09, no decision of the WMG or award of the WRA is subject to grievance or any other proceeding.

11.02 F 12 References to ~~"teacher"~~ "faculty member" in this Article include all partial-load and full-time faculty members.

11.03 The academic year shall be ten months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from September 1 to the following June 30. The academic year shall in any event permit year-round operation and where a College determines the needs of any service or program otherwise, then the scheduling of a ~~teacher~~ faculty member in one or both of the months of July and August shall be on a consent or rotational basis.

11.04A 1 The assigned hours of work for ~~L~~ibrarians and ~~C~~ounselors shall be 35 hours

per week.

- (i) Daily counselling contact hours shall not exceed five (5) hours;
- (ii) Notwithstanding the above, overtime worked by a counsellor shall not exceed one (1) counselling contact hour in any one (1) week or three (3) total workload hours in any one (1) week and shall be voluntary.
- (iii) Notwithstanding the above, overtime worked by a librarian shall not exceed three (3) total workload hours in any one (1) week and shall be voluntary.

11.04 A 2 In the situations where the counsellor is required to respond to an unforeseen student emergency, the counsellor will contact their supervisor when safe to do so and advise the amount of time spent in excess of the five (5) contact hours. The supervisor shall grant an equivalent amount of time in lieu at a mutually agreed upon time.

Circumstances that can be reasonably foreseen by the Employer that would require counsellors to exceed the daily or weekly workload shall be considered overtime, such overtime requires written agreement by the counsellor and shall attract compensation at a rate of 0.1% of the counsellor's annual regular salary for each workload hour.

11.04 A 3 For librarians, such workload hours agreed to in excess of 35 hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary.

11.04 B 4 The ~~employee~~ counsellor or librarian may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.

11.05 The parties agree that no College shall circumvent the provision of this Article by arranging for unreasonable ~~teaching loads~~ workloads on the part of persons who are excluded from or not included in the academic bargaining unit.

~~11.06~~ ~~During the period of assigned workload, teachers shall not take any employment, consulting or teaching activity outside the College except with the prior written consent of the supervisor. The consent of the supervisor shall not be unreasonably withheld.~~

11.06 Faculty members shall have the right to engage in outside employment provided that such employment does not directly conflict with the performance of their workload. For the purposes of this Article, "outside employment" includes but is not limited to:

- (i) employment in any capacity by another employer
- (ii) consulting
- (iii) personal services contracts
- (iv) private practice of the member's profession
- (v) self-employment

11.08 In keeping with the professional responsibility of the ~~teacher~~ professor or instructor, non-teaching periods are used for activities initiated by the ~~teacher~~ professor or instructor and by the College as part of the parties' mutual commitment to professionalism, the quality of education and professional development.

Such activities will ~~neither be recorded nor scheduled except in accordance with 11.01 G1, undertaken by mutual consent and agreement will not be unreasonably withheld.~~

~~No SWF will be issued but such activities may be documented. This documentation shall not include an hourly attribution of the activities. 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.~~

Amend/[NEW] to:

Article 13

~~COPYRIGHT AND ACADEMIC FREEDOM~~ INTELLECTUAL PROPERTY, COPYRIGHT, ACADEMIC FREEDOM, AND ACADEMIC COUNCILS

Intellectual Property

13.01 A ~~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 College. 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 *Copyright Act* (Canada) and in particular the subsection addressing "work made in the course of employment".~~

In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether copyrightable or patentable material, shall rest with the faculty member who creates it, even if it is produced during the course of employment and

with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer.

13.01 B The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a faculty member under this Agreement.

13.01 C In the absence of a specific contract to the contrary, the employer has no claim to the revenue arising from any intellectual property created by faculty members.

13.01 D To protect their heritage, Indigenous Peoples must exercise control over all research conducted within their territories, or which uses their people as objects of study.

13.01 E The free and informed consent of the traditional owners should be an essential precondition of any agreements that may be made for recording, studying, using, or displaying any Indigenous Peoples' heritage or sharing their knowledge. The traditional owners must be determined in accordance with Indigenous Peoples' own customs, laws, and practices.

*Renumber current language in Article 13.02 to 13.03 and then renumber subsequent

Copyright

13.02 A Copyright applies to all original works, teaching materials, recordings, performances and communications.

13.02 B All copyright belongs to the faculty member who creates the product even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written contract to the contrary that identifies the specific product and assigns the copyright or patent to the employer.

13.02 C No contract or written agreement between the employer and a member shall contain a clause waiving moral rights.

[renumber subsequent]

Academic Freedom

13.07 Faculty members have the right, as individuals and as members of academic committees, to determine the following aspects of the courses they teach or

develop: course outlines, content, materials, texts, evaluations, grading schemes, assignment of grades, and method of course delivery.

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.

[NEW]

ACADEMIC COUNCILS

- 13.08 A 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 are able to provide direction and advice at every level of academic decision-making at the College.
- 13.08 B Each Ontario College of Applied Arts and Technology shall have a legally constituted Faculty Academic Council (also known throughout this article and Appendix XX as "FAC") whose responsibility it is to represent the collective voice of faculty to the Board of Governors, thereby providing direction on all academic policies and all related academic decision-making at the College.
- This Faculty Academic Council shall be distinct from any other committee or council at each College.
- 13.08 C A college's FAC shall additionally make recommendations to the Board on any matter referred to it by the Board of Governors
- 13.08 D A college's FAC shall additionally be responsible for any decision-making authority conferred upon it by that college's Board of Governors, as part of any governance structure that the Board of Governors has established to enable the achievement of expected institutional outcomes.
- 13.08 E Each College's FAC shall determine its terms of reference, which shall not violate any provisions of this article or of Appendix XX.
- 13.09 A Each Ontario College of Applied Arts and Technology shall also have a structure of Local Academic Committees that operate under delegated authority from the FAC, and are responsible for providing direction on academic policies and academic decision-making within different academic areas of the College, for the purpose of providing guidance and advice to the FAC, to the Administration, or to the College Board of Governors, as requested.

13.09 B The Local Academic Committees at each College shall determine their terms of reference, which shall not violate any provisions of this article or of Appendix XX.

*All other articles remain status quo

Amend to:
Article 14
Guidelines
Allowances – ~~Professors~~

14.03 A 3 ~~Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators shall exclusively be members of the bargaining unit who provide leadership to a course(s), program(s), counselling service(s) or library service(s), and as such, contribute to strong academic offerings, a positive learning culture for students and effective communications amongst colleagues. Coordinators shall be full-time faculty members unless no full-time faculty are available. Coordinators report to the academic manager who assigns their specific duties, which shall be determined 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 or for the 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.

Those employees who are designated as coordinators will 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.

[NEW]

14.03 A7 The parties agree that the decision-making processes about coordinator appointment, workload assignment, and compensation shall be open and inclusive. An open and transparent process includes but is not limited to:

- A notice period of at least two weeks for all coordinator vacancies, including responsibilities and duties.
- Coordinator appointments for each course shall be a one-step increase plus associated hours. Coordinator appointments for a program/area shall be a two-step increase plus associated hours.
- The establishment of coordinator responsibilities and/or duties--as well as any changes to such as a consequence of changed

circumstances--shall be discussed, recorded, and mutually agreed upon between the coordinator and the supervisor. Outstanding issues shall be referred to the WMG. Coordinators shall not have the responsibility for the supervision or discipline of faculty.

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised with respect to any member in regard to the appointment process, workload hours, and allowance.

*All other articles remain status quo

Amend to:

Article 21

Leaves of Absence

21.03 Leave of absence for religious or ceremonial leave 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 or ceremonial reasons is denied, reasons shall be given in writing to the applicant where requested.

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, extended and/or chosen family, 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.

It is understood that 21.02 is applicable to employees seeking bereavement leave related to the death of persons not identified in 21.04.

*all other articles remain status quo

Amend to:

Article 26

PARTIAL-LOAD ~~EMPLOYEES~~ PROFESSORS AND INSTRUCTORS

Workload

26.01 BA partial-load employee is defined as a ~~teacher~~ professor or instructor who teaches more than six **(6) hours** ~~and up to and including 12 hours~~ per week and no more than 72% of a full-time workload on a regular basis.

- 26.01 C Each partial-load professor and instructor shall have a workload that adheres to the provisions of Articles 11.01 and 11.02 and shall result in a workload which is no more than 72% of the maximum full-time workload specified in Article 11.01 B 1.

- 26.01 D The workload for each academic term for partial-load faculty shall be captured using the Standard Workload Formula and reflected on the partial-load professor and instructor’s contract.

- 26.02 A ~~A partial load employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact hour at an hourly rate calculated in accordance with 26.04.~~ Total compensation provided to each partial-load faculty member shall be in accordance with Article 26.02 B.

- 26.02 B ~~A portion of the hourly rate for partial load teachers is in lieu of vacation pay.~~ The salary for all partial-load employees shall be based on the full time salary scales prorated according to 14.03 and shall reflect qualifications, experience and seniority.

- 26.02 C Each partial-load position shall calculate the workload as a percentage of full-time employment, based on the maximum of 44 hours per week for full-time professors and instructors.

- 26.02 D Each step in salary scale shall reflect the accumulation of experience and seniority as determined according to Art. 26.03 and Art. 26.10.

- 26.03 A Determination of partial-load ~~teachers’~~ professors’ and instructors’ starting step and progression within the hourly rate schedules shall be in accordance with the Job Classification Plans (see pages ~~122-127~~ 1xx-1xx).

- 26.03 B The College shall endeavour to issue all contracts prior to the start of the contract. The College shall, upon the initial hiring of a partial-load professor or instructor ~~teacher in the bargaining unit~~, forward a copy of the initial step placement calculation to the Union Local President.

- ~~26.04~~ ~~The following tables indicate the hourly rate paid at each step for partial load employees. For progression on the grid, refer to 26.10 B.~~

*Delete tables based on our proposal in Article 26.02 B

26.06 D Group Insurance - Bridging Benefit

If upon ~~the end termination~~ of a contract there is a written assurance contract of ~~for~~ future employment as a partial-load professor or instructor ~~employee~~, the professor or instructor ~~employee~~, by paying 100% of the premiums for the benefits, may continue participation throughout the period between contracts in any group insurance plan in which that professor or instructor ~~employee~~ was participating.

Where the College is anticipating re-employment of a partial-load professor or instructor ~~employee~~, the College ~~shall be encouraged, where feasible, to~~ provide a written assurance or contract prior to the end of the current contract ~~upon termination~~.

If a partial-load professor or instructor ~~employee~~ is re-employed within one year ~~6 months~~ of the end of any contract, waiting periods for group insurance plans will be waived.

26.09 Statutory and College Holidays

Partial-load professors and instructors ~~employees~~ who are under contract on the last working day prior and the working day subsequent to a holiday as defined in Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days and shall have such day counted for the purposes of service pursuant to Article 26.10 C. Under contract means there is a written contract between the College and the professor or instructor ~~employee~~. Details regarding participation, eligibility, waiting period and benefit level are as follows:

*Keep current chart

*Clarity note: The change from the 2017 to 2021 version of this article to the above version shall become effective upon ratification of the Collective Agreement.

26.10 C On-the-job experience will be calculated as follows: a partial-load professor or instructor ~~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 professor or instructor ~~employee~~ teaches 30 hours or more and from October 1, 2017 (but not earlier) on the basis of one month credit for each calendar month in which the professor or instructor ~~employee~~ teaches 30 hours or more up to September 30, 2021, and from October 1, 2021 (but not earlier) on the basis of one month credit for each calendar month in which the professor or instructor teaches 21 hours or more.

26.10 D In addition to maintaining a record of a partial-load professor's or instructor's ~~employee's~~ job experience, the college ~~shall~~ will keep a record of the courses that

the professor or instructor employee has taught in any contract faculty capacity and the departments/schools where the partial-load professor or instructor employee has taught such courses. This record will be made available to the Union Local and all partial-load professors and instructors through a website that is maintained by the College.

By April 30th ~~October 30th~~ in each calendar year, a currently or previously employed partial-load professor or instructor employee must register their interest in being employed as a partial-load member employee in the following academic calendar year. This individual will be considered a registered partial-load professor/instructor employee for the purpose of 26.10 E.

For the 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 31st, 2021.

~~All partial load employees employed for all or part of the period from September 1 to December 31, 2017 will be deemed to have registered for the 2018-2019 academic year.~~

26.10 E

Subject to the application of Articles 2.02 and 27.06 A, 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 professor or instructor employee to teach a course that has previously been taught by that registered partial-load professor or instructor employee in any capacity and in any the department/school, it ~~shall~~ will give priority in hiring to such partial-load professor or instructor employee if:

- i. They are currently employed as a partial-load, sessional or part-time professor or instructor, or if they have previously been employed as a partial-load professor or instructor 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 professor or instructor employees to exceed the maximum workload teaching contact hours for partial-load professors and instructors employees.

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 professors or instructors employees would be

entitled to be offered the course assignment, the professor or instructor employee with the most service will be offered the first opportunity.

A partial-load professor or instructor shall have priority over a course that is substantively similar to a course they have already taught, including if that course is given a new code or name.

26.10 F Where a partial-load professor or instructor has priority over a course or multiple courses, the College shall offer such professor or instructor the maximum possible partial-load workload assignment.

*all other articles remain status quo

Amend to:

Article 32

GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure

Grievances

32.02 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.

Grievance Meeting

- i. 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 or the College. **The member may request an Elder or Traditional Knowledge Keeper/Carrier to attend and such a request shall not be denied.** The College President or his/her designee may have such persons ~~or counsel~~ attend as the College President or his/her designee deems necessary.
- ii. **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.**

*All other articles remain status quo

[New]

Article 35

DEFINITIONS

35.02 The term “faculty” refers to employees who are classified as counsellors, librarians, and full-time or partial-load professors or instructors.

*all other articles remain status quo

Amend to:

APPENDIX I

STANDARD WORKLOAD FORM

*This model form will need to be updated to reflect changes to Article 11.

[NEW: APPENDIX XX

ACADEMIC COUNCILS]

1. Name of Council

The Council shall be known as the Faculty Academic Council (or FAC)

2. Purpose of the Council

The FAC is responsible for initiating, debating, and arriving at resolutions to academic direction, policies, and the quality of academic programming at the College. It is furthermore responsible for its own governance and for supervising the activities of Local Academic Committees

3. Composition of the Council

The FAC shall determine its own composition and methods of member selection, subject to the following principles:

- i. At least 2/3 of the Council’s composition shall be elected faculty members, which may include non-full-time faculty.
- ii. The remainder of the Council’s composition may include additional faculty members, College administrators, student members, and/or support staff members, selected in a manner to be determined by the FAC
- iii. Elected faculty members shall represent specific academic areas and be elected

by all faculty members in those areas

- iv. The number of elected faculty members shall be no less than 5% and no more than 10% of the number of full-time faculty at the College
- v. Where feasible, member positions should be dedicated to advancing non-full-time faculty issues and issues of equity and Indigenous sovereignty, and to ensure that the body of Elected Faculty members reflects the diversity of equity- and sovereignty-seeking groups within the College
- vi. Elected faculty members' terms should be not less than two and not more than four years
- vii. While respecting seniority obligations under Article 26, if a contract faculty member is elected as a Faculty Member for an academic area, the Employer shall make every reasonable effort to ensure continued Partial-Load employment within that academic area, throughout the individual's term of membership
- viii. An Elected Faculty Member who is non-Full-Time will not lose their membership if they are hired on a regular full-time basis, nor will the end of their elected term change.

4. Elections

Each FAC will have electoral procedures and processes prescribed in its Terms of Reference.

Where no Terms of Reference exist, the Union Local shall organize the allocation and election of Faculty Members. These members shall then meet with any members appointed by administration (consistent with limits set out above) and any mutually-agreed ex-officio members (consistent with limits set out above), to elect officers and determine the Terms of Reference.

5. Meetings

The FAC shall hold no fewer than nine (9) Regular Meetings annually. The frequency and scheduling of those meetings shall be included in the FAC's Terms of Reference.

6. Duties of the Council

The FAC shall advise the Board of Governors, and the Board of Governors shall seek the advice of the FAC, prior to Board decisions regarding the following:

- i. all college academic policies;
- ii. the academic mission, direction, goals, objectives, priorities, and strategies (both short- and long-term) of the college;
- iii. review and endorsement of programs of study that are offered by the college, including the requirements of those programs;
- iv. requirements for admission, content, graduation, and standards for all programs of study offered at the college;
- v. the yearly academic calendar;
- vi. issues related to equity and accessibility in regard to college programs and course offerings;
- vii. implementation of the recommendations of the Report of the Truth & Reconciliation Commission of Canada, as they impact academic policies and offerings;
- viii. criteria for the appointment of the College President and the Vice President Academic; and
- ix. any other matters as specified by the Board of Governors

In addition, the FAC shall be responsible for the following items relating to its own effective functioning:

- i. establishing terms of reference for its own efficient functioning, including but not limited to procedures governing elections and appointments to the FAC; the scheduling, organization, and conduct of its meetings; an executive structure including officers; and the number, role, and structure of standing committees and subcommittees
- ii. providing a venue for constructive and collegial debate focused on teaching and learning, quality assurance, curriculum, creativity and innovation, research, and the strategic academic direction of the college;
- iii. establishing such committees as deemed necessary to aid in its own operation;
- iv. executing any decision-making authority conferred upon it by the Board of Governors;

- v. approving rules and procedures for the conduct of its affairs, including (when governance authority is conferred by the Board of Governors) procedures to assist with the fulfillment of any requirements for communication or accountability specified by the Board of Governors;
- vi. Determining its executive structure, including the roles, responsibilities, election, and terms of the Executive Committee and of individual executive positions, as applicable; and
- vii. Defining Academic Areas throughout the College for the purposes of Local Academic Councils and for the election of Faculty Members of the FAC, consistent with Article 13 and this Appendix

7. Terms of Reference

The FAC's Terms of Reference shall include provisions for their own amendment. The Terms of Reference shall be adopted or amended following a process by which proposed Terms or amendments are a) submitted in writing, b) reviewed by officers, c) distributed to all FAC members (together with any recommendation of officers) at least 14 days prior to the meeting at which approval will be sought, and d) added to the agenda for that meeting. The support of at least two-thirds of voting members shall be required for passage of such Terms or amendments.

The FAC will review its Terms of Reference every three (3) years.

8. Local Academic Councils

- i. Each Academic Area shall have a Local Academic Council (LAC) that is responsible for providing direction on academic policies and academic decision-making within that Area.
- ii. The LAC may adapt and apply – at the level of the Academic Area or its own functioning -- any of the items contemplated at the College level by the FAC, above.
- iii. LACs operate under delegated authority from the FAC. Each LAC will provide guidance and advice to the Council, Administration, or the Board of Governors on various matters, as requested from time to time.
- iv. LACs may determine their own membership structure – including number and composition – subject to approval of the FAC. Any member of an academic area that is an Elected Faculty Member of the FAC shall be deemed a member of their area's LAC.
- v. LACs will govern themselves as they see fit, provided they adhere to the

principles of two-thirds of membership being Faculty Members and that Chairs for each LAC (and/or any committee thereof) are elected from the entire membership of the LAC.

- vi. Each LAC will draft its own Terms of Reference to meet the needs of its Area, subject to approval by the FAC. In general, where appropriate and feasible, the Terms of Reference and procedures of LACs shall parallel those of the FAC.
- vii. Each LAC shall have a general meeting at least once each semester.
- viii. Each LAC shall present an annual report to the FAC.

10. Attributed Hours for Council Work

For the application of Article 8.04, the parties agree that all work associated with the participation in the Faculty Academic Council or Local Academic Committees shall be considered to be work associated with the provision of academic leadership and the efficient functioning of the College, and shall not be considered to be assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto.

Any faculty member who participates in the bodies described in this article will have the following attributed hours recorded as workload, for each semester in which they are involved in the following activities:

- FAC Elected Faculty Member – 4 hours/wk.
- FAC Executive Committee Member – 1 hour/wk
- FAC President or Secretary – 2 hours/wk
- Local Academic Council Member – 1 hour/wk
- Local Academic Council Chair – 2 hours/wk

Individuals shall be attributed time for each and every different role listed above that they occupy.

Amend to:

LETTERS OF UNDERSTANDING

Renew all Letters of Understanding with changes to the following;

- Employment Equity (see proposed LOU Equity, Diversity, and Inclusion)
- Remove Intellectual Property (see Article 13 proposals on Intellectual Property)
- Remove Counsellor Class Definition (see Class Definition proposal on Counsellors)
- Remove Short-term Disability Plan (Joint Task Force)

Amend to:
Letter of Understanding
Re: Employment Equity, Diversity, and Inclusion

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:

1. At the local level, the parties shall establish a jointly-chaired committee (including equal representation from the union and employer) to research and make binding recommendations annually on ~~will work together to facilitate:~~
 - the implementation of employment systems, policies and practices, including matters relating to compensation and child care, that are non-discriminatory and equitable in nature and effect; and
 - the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and
 - generating data as to the current representation and distribution of the designated groups; and
 - examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and
 - the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and
 - the attainment of appropriate representation of targeted groups identified by the Province of Ontario.
2. At the provincial level, the parties shall establish a jointly-chaired committee of the EERC (including equal representation from the union and employer) to research and make binding recommendations for each subsequent Collective Agreement ~~will work together~~ to ensure that all provisions of the Agreement are non-discriminatory in nature and effect.
3. 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, 32, 33, Appendix II and IV.

The designated groups referred to above are considered to be, for the purpose of this letter:

- Women
- ~~visible and ethnic minorities~~ Racialized people
- ~~disabled persons~~ People with disabilities
- ~~native persons~~ Indigenous (First Nations, Inuit and Métis)
- Lesbian, Gay, Bi-Sexual, Trans, Queer and 2-Spirit (LGBTQ2S*)
- Francophones

Amend to:

Classification Plans (Salary Calculations)

SECTION I

CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS

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 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.

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.

Part-time experience should be totalled only 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.~~

~~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.~~

~~The values to be given for experience are:~~

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

ii) Indigenous Knowledge Qualifications

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.

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 qualifications 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),
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)

Amend to:
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.~~

~~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.~~

The values to be given for experience are:

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

ii) Indigenous Knowledge Qualifications

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.

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 qualifications 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),
Certified Journeyman -
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)

Amend to:
CLASS DEFINITION
COUNSELLOR

A Counsellor is responsible for assisting students and potential students **holistically and through an intersectional lens** to function effectively as learners and as individuals by helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living.

The Counsellor's duties include:

- a) Developing and ~~maintaining~~ **providing** appropriate counselling programs through various modes of delivery including one-on-one and group counselling (as a non-instructional activity), to support students with mental health, personal, and/or academic issues, including:
- developing and providing person-centred counselling support and treatment plans, both in-person and virtually;
 - providing traditional and culturally-specific counselling support and advising to Indigenous students, and building community connections with Indigenous partners;
 - maintaining timely and detailed confidential clinical records in adherence to relevant legal and privacy standards;
 - working in accordance with individual regulatory bodies;
 - referring students to appropriate internal and external supports as appropriate;
 - as part of a multidisciplinary team where appropriate, identifying and assisting with student problems, and relationship problems among students.
- b) Interviewing individuals, ~~by appointment,~~ to explore personal or social difficulties or vocational/educational ~~decision-making~~ **development**, including:
- providing one-on-one counselling and complex case management support for students experiencing significant mental health issues;
 - Providing educational/vocational information to individuals or directing them to available sources;
 - ~~referring students~~ individuals to both internal and external service providers, as the Counsellor deems appropriate ~~to proper professional help;~~
 - conducting biopsychosocial assessments and interventions, as the Counsellor deems appropriate;
 - facilitating discussion/dialogue between students, faculty and administration;
 - assisting students in developing self-advocacy skills;
 - participating in pre-admission interviewing and testing, as required;
 - assisting new students in their transition to the College.
- ~~e) Group counselling as a non-instructional activity~~
- c) ~~Testing~~ **Assessing** and evaluating ~~evaluation of~~ individuals to assist them in their personal, educational/vocational development, **including:**

- screening for depression, anxiety, ADHD, traumatic stress, and/or learning disabilities, and consequently facilitating appropriate accommodation support and/or making appropriate referrals to both internal and external resources;
 - assessing individual disabilities/abilities, and developing appropriate accommodation plans, accordingly;
 - conducting needs assessments that include consideration of psychosocial factors of students, for the purpose of exploring career options;
 - administering and interpreting a variety of psychoeducational career assessments;
 - conducting intake assessments as a triage process to assess the students' needs and appropriately match students with counsellors;
 - Conducting therapeutic assessments (including the use of scales and assessments when needed) to assist clients in understanding their unique concerns;
 - conducting an academic assessment of current and incoming students, and designing processes to assist their academic development and learning strategies.
- ~~e) — Assisting administration, faculty and staff, in a consultative role in identifying student problems, dealing with student problems, and relationship problems among students.~~
- d) Providing educational/vocational information counselling to students or directing them to available sources individuals, including:
- providing current occupational and career/labour market information to individuals or and/directing them to available sources;
 - providing career counselling to students using a holistic and inclusive approach, as the Counsellor deems appropriate;
 - providing career education and counselling in orientation, transitioning programs and educational sessions;
- ~~g) — Participating in the orientation of new students to the College.~~
- e) Developing and promoting student accommodation plans after assessing disabilities/abilities, including:
- reviewing documentation and providing assessments and screenings when necessary;
 - referring to external partners for additional medical documentation to secure accommodation support, as appropriate;
 - working to help College employees support and understand the needs of accommodated students and to adhere to relevant legislation and College policies;

- evaluating documentation provided in the accommodation assessment process to make recommendations to benefit students, including accommodation and access to funding options;
- f) Responding appropriately to crisis situations affecting either the mental health or academic performance of students or the broader College community, including:
- providing crisis intervention and conflict resolution;
 - conducting suicide/homicide risk assessment and, where appropriate, initiating safety planning, duty-to-warn, and threat risk protocols;
 - providing crisis support to the college community following a tragic event;
- g) Promoting positive mental health wellness in the college and beyond, including:
- conducting group counselling as a non-instructional activity;
 - creating and facilitating clinical and nonclinical groups/workshops for students;
 - advocating for students within the College community and for mental health initiatives, policies, and procedures to support students' mental health wellness;
 - participating in college, regional and provincial committees;
 - promoting fair and equal access throughout the College by eliminating barriers and ensuring adherence to the Ontario Human Rights Code;
 - creating and facilitating educational workshops for faculty, administration and staff to facilitate increased understanding of student needs and accommodations;
 - organizing and/or assisting with mental health educational or professional development opportunities for the college community through workshops, presentations, classroom visits, events, and/or online offerings;
 - collaborating with academic faculty and units to develop and support in-house mental health education, career education, and health teaching, both in and outside the classroom;
 - participating in the orientation of new students to the College.
- h) Supervising interns from postsecondary institutions on field placement/practicum
- i) Engaging in applied research related to counselling work, as needed
- j) Teaching, as ~~assigned~~ mutually agreed to

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaising with community service programs and agencies, professional development and control of supplies and equipment.

