

## Faculty Notes on CEC's Settlement Proposal

### MANAGEMENT WITHOUT PREJUDICE SETTLEMENT PROPOSAL

1. Add new Letter of Understanding regarding joint Advisory Group on Equity, Diversity and Inclusion:

**Re: Equity, Diversity and Inclusion**

**The parties will establish, no later than March 1, 2022, a joint Advisory Group on Equity, Diversity, and Inclusion. Each party will nominate four members – one each from each of the four regions of the Province (North – Confederation College, Sault College, Northern College, Cambrian College, Collège Boréal, Canadore College; Central - Georgian College, Seneca College, Humber College, Centennial College, George Brown College, Sheridan College, Durham College; East – Algonquin College, Collège La Cité, Loyalist College, St. Lawrence College, Fleming College; and West – Conestoga College, Lambton College, Fanshawe College, St. Clair College, Niagara College, Mohawk College) in order to ensure regional representation. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Advisory Group will report to the EERC and is to complete its work by February 1, 2023. The Advisory Group shall :**

- **Develop a tool for canvassing all members of the bargaining unit to determine their identification on grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and disability as well as the member's position, faculty, department and area of specialization;**
- **Analyze the data collected using the tool to determine the representation of employees based on equity seeking status in the ranks of full-time versus partial-load employees;**
- **Analyze the data collected using the tool to determine the representation of employees based on equity seeking**

*Faculty proposals also suggest that data collection is required regarding EDI. However, our proposals provide for timelines, policy and procedure review, representation and clarity in member engagement and decision-making processes.*

*This only proposes a non-binding task force that will not necessarily make recommendations*

*This proposal does not acknowledge that a problem already exists.*

*The proposal is also provincewide not college-level, with limited regional representation and is not co-chaired.*

*Subcommittees of the EERC have not previously been successful in making necessary changes to the CA*

*Faculty should not have to subsidize the work of managing the college system and individual colleges.*

status in the ranks of employees in the different divisions or disciplines of the Colleges;

- Where the data demonstrates an under-representation of persons from equity seeking groups within any division or discipline, analyze the collective agreement to determine whether any provision is likely contributing to the under-representation and make recommendations to the parties to address the identified issues.

The Advisory Group may engage, upon majority agreement, third party assistance respecting surveys and statistical analysis of the composition of the bargaining unit. The costs of the Advisory Group shall be paid by the CEC and OPSEU in equal shares.

The College will be reimbursed by the Union for the release time granted to the Union representative on the Advisory Group in accordance with Article 8.02. CEC will bear the cost of its representatives.

2. Add a new Letter of Understanding regarding the creation of a Workload Task Force (Proposal M02).

**NEW LOU Re: Workload Task Force**

The parties will establish, no later than March 1, 2022, a Task Force on Workload. Both parties will nominate one member. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Task Force is to complete its work by February 1, 2023. The Task Force shall discuss and examine the following issues relating to the assignment of work to full-time faculty under Article 11:

- The impact, if any, of mode of delivery including in person, remote learning that is synchronous, asynchronous, blended synchronous and asynchronous or multi-modal on preparation, evaluation and feedback, and complementary functions.
- Whether and to what extent there has been an increase in the amount of time normally spent on “normal administrative tasks” including but not limited to student accommodation activities, meetings and training.

*Workload was the top demand of faculty this round. Workloads for our members are no longer manageable.*

*Task forces have not resulted in any changes to preparation and evaluation factors since the SWF was implemented in 1985.*

*As stated in previous communications, there have been several workload task forces over the past 30 years.*

*The taskforce recommendations made in 2008/2009 did not contemplate the work being done by faculty in 2021. Since that time, student enrollment has skyrocketed, accommodations have greatly increased, and*

- The impact of the diversity of students on the time required for evaluation.
- The application of Article 11.04 to Counsellors.
- The application of Article 11.04 to Librarians.
- Whether “routine” and “assisted” evaluation methods are best considered separately and to what extent each form of evaluation ought to attract different rates of attribution.
- Does the preparation time required for field placement supervision assignments differ from that required for theory/classroom courses.
- Is the current workload formula appropriate in recording the workload of Teachers in Apprenticeship Programs.
- Is the current workload formula appropriate in the recording of the workload for Teachers in Academic Upgrading.
- Is the current workload formula appropriate in the recording of the workload for Teachers in specialized programs such as Aviation.
- and any other matters deemed appropriate by the Task Force.

The Task force may engage, upon majority agreement, third party assistance respecting stakeholder surveys and statistical analysis. The costs of the Task Force shall be paid by the CEC and OPSEU in equal shares.

The College will be reimbursed by the Union for the release time granted to the Union representative on the Task Force in accordance with Article 8.02. CEC will bear the cost of its representative.

3. Add new article 11.01 M:

11.01 M

*technology-based teaching continues to change at a rapid rate.*

*This task force proposal does not include a co-chair nor does it acknowledge the impact of mode of delivery on workloads.*

*Faculty should not have to subsidize the work of managing the college system and individual colleges.*

**Where a teacher is assigned by the college to provide a retroactive accommodation under the *Human Rights Code* to a student after the conclusion of the teaching period in which the teacher taught the course, and that accommodation objectively entails additional academic work for the teacher, the teacher shall discuss with their supervisor the impact of the accommodation on their workload and, failing satisfactory resolution, the teacher may advance the matter as provided for under Article 11.02 A 1.**

4. Add new Article 26.11:

**26.11**

**Where a partial-load employee is assigned by the college to provide a retroactive accommodation under the *Human Rights Code* to a student after the conclusion of the teaching period in which the partial-load employee was contracted to teach the course, and that accommodation objectively entails additional academic work for the partial-load employee, the partial-load employee shall discuss with their supervisor the impact of the accommodation and the supervisor will consider the provision of additional compensation to the partial-load employee for the accommodation related work.**

5. Add a new Letter of Understanding creating a Truth and Reconciliation Round Table (Proposal M08):

**Re: Truth and Reconciliation**

**The parties will establish, no later than March 1, 2022, a joint Round Table on Truth and Reconciliation. Each party will nominate four members – one each from each of the four regions of the Province (North – Confederation College, Sault**

*This proposal does not address the increase in workload as it relates to accommodation in the semester*

*This proposal suggests that work can be assigned after the contract ends and does not guarantee compensation.*

*Faculty proposals suggest concrete language changes that attempt to address issues of equity, anti-racism and a decolonized approach to*

**College, Northern College, Cambrian College, Collège Boréal, Canadore College; Central - Georgian College, Seneca College, Humber College, Centennial College, George Brown College, Sheridan College, Durham College; East – Algonquin College, Collège La Cité, Loyalist College, St. Lawrence College, Fleming College; and West – Conestoga College, Lambton College, Fanshawe College, St. Clair College, Niagara College, Mohawk College) in order to ensure regional representation. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Round Table is to complete its work by February 1, 2023. The Round Table shall undertake the following:**

- **Identify recognized appropriate Indigenous organizations to assist the parties in their review of the collective agreement through the lens of Indigeneity;**
- **Review and understand the efforts undertaken at the various Colleges with their Indigenous communities to address truth and reconciliation in the Colleges related to employment within the bargaining unit;**
- **Provide recommendations to the parties on centrally appropriate changes to the collective agreement;**
- **Provide recommendations individually to colleges on locally appropriate actions to address the unique needs of Indigenous employees within the bargaining unit as a part of the truth and reconciliation process pursuant to Article 36.02.**

**The Round Table may engage, upon majority agreement, third party assistance respecting Indigenous community and stakeholder surveys and statistical analysis. The costs of the Round Table shall be paid by the CEC and OPSEU in equal shares.**

**The College will be reimbursed by the Union for the release time granted to the Union representative on the Round Table in accordance with Article 8.02. CEC will bear the cost of its representative.**

6. Add a new Letter of Understanding regarding COVID-19 Pandemic Emergency Conversion of Electronic Materials:

*resolving labour disputes for members; this proposal does not.*

*Non-Indigenous people have equal responsibility to bring forward the TRC recommendations in academia. The weight of this work cannot just lie with Indigenous peoples. We agree that community involvement is vital in this process.*

*This proposal also does not go far enough in acknowledging the current, immediate issues faced by Indigenous faculty.*

*Faculty should not have to subsidize the work of managing the college system and individual colleges.*

**Re: COVID-19 Pandemic Emergency Conversion Electronic Materials**

**Commencing in March, 2020, and continuing at least until May 2022, because of the COVID-19 Pandemic, courses which were in the process of being taught using Face-to-Face Delivery, or which would otherwise have been taught using Face-to-Face Delivery, were converted by faculty, on an emergency basis, to be delivered using Remote Delivery. In effecting this emergency conversion, faculty prepared various electronic materials including video and audio content, recordings of lectures and labs and other online content. Recognizing that the Colleges, from time to time, engage Faculty to develop purely asynchronous online delivery courses (“Purpose-Built Online Course”), it is understood that this letter applies only to those materials that were specifically prepared for the emergency conversion of Face-to-Face Delivery courses to Remote Delivery Courses during the Pandemic (hereinafter “Pandemic E-materials”) and not to courses specifically developed as a Purpose-Built Online Course. The Colleges agree that Pandemic E-materials shall not be used in the non-pandemic delivery of courses except by the Faculty member who developed the Pandemic E-materials or with the consent of the Faculty member who developed the Pandemic E-materials. It is further understood that where a Faculty member is assigned to develop a Purpose-Built Online Course, and the Faculty member uses any of the Pandemic E-materials that the Faculty member previously developed in the Purpose-Built Online Course, this Letter of Understanding shall not apply to the Pandemic E-materials included in the Purpose-Built Online Course.**

**In this letter of understanding:**

**Face-to-Face Delivery means learning that occurs when the teacher and students are together in the same place at the same time. Traditional classroom and lab settings are examples of face-to-face delivery. Face-to-face delivery is synchronous.**

**Remote Delivery means delivery that occurs when classes are taught at a distance and when students and teachers are not present together in a traditional classroom or lab setting. Remote learning may be synchronous or asynchronous and can be delivered through a Learning Management System, by using videoconferencing tools.**

*This proposal undermines faculty IP rights over the materials they develop for or perform in their courses.*

*It also opens the door wide for privatization of course development and delivery*

*If faculty use any materials developed for their course during the pandemic for a purpose-built online course, they would not retain the rights to that material either.*

*Overall, these definitions begin to entrench the idea that asynchronous courses require less work to deliver, and that synchronous online/remote courses do not require additional time to develop.*

emails, printed materials, broadcast media or through telephone or other voice calls or a combination thereof. Remote learning may be online or by correspondence.

Synchronous Delivery means delivery that happens in real time. Traditional face to face classroom or lab delivery are examples of synchronous delivery. Synchronous remote delivery occurs when teachers and students use videoconferencing, telephony tools, live-streaming, chats or instant messages in real-time to engage in teaching and learning activities.

Online Delivery means the delivery of educational content using an electronic Learning Management System or otherwise through the internet. Online delivery may be synchronous or asynchronous.

Asynchronous Delivery means learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

7. Amend Article 2.03 D to provide as follows (Proposal M02):

**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, or from March 23, 2020 to April 30, 2022 to assist in establishing a breach of either of those Articles.

*Articles 2.02 and 2.03A refer to preference for full-time positions over regular partial-load and sessional positions. Grievances related to these Articles have resulted in additional full-time positions at many colleges. The employer's argument that there has been a "higher than normal usage" of partial-load faculty during this period of time (we note that it is both past and future) due to physical distancing provisions for in-person settings, does not appear to be true for all colleges. The Colleges were also successful in their lobbying efforts to be exempted from in-person physical distancing requirements for indoor classes.*

*This staffing proposal does not address our proposal on not*

8. Amend article 26.09 to provide as follows:

**26.09 Statutory and College Holidays**

Partial-load 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 employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

<b>Statutory and College Holidays</b>	
<b>Participation</b>	All partial-load employees under contract
<b>Eligibility</b>	All partial-load employees under contract
<b>Waiting Period</b>	Nil
<b>Benefit Level</b>	Partial-load employees will receive regular pay and be considered to have accrued the scheduled day's service if: (i) The holiday occurs on a day the employee would have been scheduled to work, and (ii) the employee was in attendance the scheduled day of work, both before and after the holiday.

\*Clarity note: The change from the 2017 to 2021 version of this article to the above version shall become effective January 3, 2022.

9. Amend article 26.10 D to provide as follows:

**26.10 D** In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and

the departments/schools where the partial-load employee has taught such courses.

By **April 30th** in each year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following academic year. This individual will be considered a registered partial-load employee for the purpose of 26.10 E. **For the Fall, Winter, Spring and Summer terms of the 2021 – 2022 academic year and the Fall 2022 semester, partial load employees must register no later than October 30, 2021.**

10. Amend the Counsellor Class Definition (Proposal M01 – amended).

### **CLASS DEFINITION**

#### **COUNSELLOR**

Counsellors assist students to function effectively as learners and as individuals. Counsellors accomplish this by providing supportive therapeutic, developmental, preventative, and consultative services to help students overcome personal, social or educational barriers that may hinder learning or their ability to cope with everyday living. The Counsellor's duties may include:

- a) Providing clinical counselling in the management of a student's mental health, addiction, vocational and disability related issues through various delivery modes including one-on-one and group counselling (as a non-instructional activity).
- b) Developing and leading mental health and wellness groups (as a non-instructional activity) as required.
- c) Conducting student mental health risk assessments and providing crisis intervention support.
- d) Referring students to culturally appropriate support, and/or to community and health sector resources for additional support for their mental health issues.
- e) Leveraging feedback-informed treatment and care approaches by analyzing and interpreting clinical mental health assessments, tests, inventories and psychometrics within their

*This updated proposal does not address the issues raised by counsellors.*

scope of practice, education, training and professional qualifications.

- f) Consulting or providing training to faculty, staff and students in recognizing, responding, and referring students in distress.
- g) Participating in multidisciplinary student support and care teams as required.
- h) Participating in Student Behavioural Intervention/Risk Assessment Teams as required.

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, teaching as assigned, orientation, student employment, liaison with community service programs and agencies, and professional development **and engaging in applied research related to counselling work, as required by the College.**

11. Amend Rates of Pay as follows:

**Wage increases**

Renewal collective agreement shall be for the term October 1, 2021 to September 30, 2024.

**Term:**

- **Three (3) year term (October 1, 2021 – September 30, 2024)**

*Increase consistent with Bill 124*

*This aligns with a concession required by Bill 124 of limiting salary increases to 1%*

**Compensation Adjustments:**

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

- **1.0% ATB (October 1, 2021)**
- **1.0% ATB (October 1, 2022)**
- **1.0% ATB (October 1, 2023)**

**Salary Schedules for Full-Time Professors, Counsellors and Librarians**

**14.03 A 1**

The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Professors, Counsellors and Librarians

<b>STEP LEVEL</b>	<b>1.0% Effective October 1, 2021</b>	<b>1.0% Effective October 1, 2022</b>	<b>1.0% Effective October 1, 2023</b>
Step 5	\$67,221	\$67,893	\$68,572
Step 6	\$70,308	\$71,011	\$71,721
Step 7	\$73,394	\$74,128	\$74,869
Step 8	\$76,478	\$77,243	\$78,015
Step 9	\$79,563	\$80,359	\$81,163
Step 10	\$82,647	\$83,473	\$84,308
Step 11	\$85,733	\$86,590	\$87,456
Step 12	\$88,818	\$89,706	\$90,603
Step 13	\$91,905	\$92,824	\$93,752
Step 14	\$94,989	\$95,939	\$96,898
Step 15	\$98,077	\$99,058	\$100,049
Step 16	\$101,153	\$102,165	\$103,187
Step 17	\$104,230	\$105,272	\$106,325
Step 18	\$107,304	\$108,377	\$109,461
Step 19	\$110,381	\$111,485	\$112,600
Step 20	\$113,457	\$114,592	\$115,738
Step 21	\$116,532	\$117,697	\$118,874

**Salary Schedules for Full-Time Instructors**

**14.03 A 2**

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

<b>STEP LEVEL</b>	1.0% Effective <b>October 1, 2021</b>	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$44,221	\$44,663	\$45,110
Step 1	\$47,311	\$47,784	\$48,262
Step 2	\$50,392	\$50,896	\$51,405
Step 3	\$53,476	\$54,011	\$54,551
Step 4	\$56,564	\$57,130	\$57,701
Step 5*	\$59,649	\$60,245	\$60,847
Step 6	\$62,733	\$63,360	\$63,994
Step 7	\$65,819	\$66,477	\$67,142
Step 8	\$68,905	\$69,594	\$70,290
Step 9	\$71,991	\$72,711	\$73,438
Step 10	\$75,077	\$75,828	\$76,586

**\*Control point of Range**

**Post-Secondary Partial-Load Professors**

<b>STEP LEVEL</b>	1.0% Effective <b>October 1, 2021</b>	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Step 5	\$89.81	\$90.71	\$91.62
Step 6	\$93.94	\$94.88	\$95.83
Step 7	\$98.06	\$99.04	\$100.03
Step 8	\$102.18	\$103.20	\$104.23
Step 9	\$106.32	\$107.38	\$108.45
Step 10	\$110.41	\$111.51	\$112.63

Step 11	\$114.54	\$115.69	\$116.85
Step 12	\$118.68	\$119.87	\$121.07
Step 13	\$122.78	\$124.01	\$125.25
Step 14	\$126.92	\$128.19	\$129.47
Step 15	\$131.03	\$132.34	\$133.66
Step 16	\$135.15	\$136.50	\$137.87
Step 17	\$139.29	\$140.68	\$142.09
Step 18	\$143.40	\$144.83	\$146.28
Step 19	\$147.53	\$149.01	\$150.50
Step 20	\$151.67	\$153.19	\$154.72
Step 21	\$155.80	\$157.36	\$158.93

**Non-Post-Secondary Partial-Load Professors**

STEP LEVEL	1.0% Effective <b>October 1, 2021</b>	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Step 5	\$80.82	\$81.63	\$82.45
Step 6	\$84.57	\$85.42	\$86.27
Step 7	\$88.24	\$89.12	\$90.01
Step 8	\$91.96	\$92.88	\$93.81
Step 9	\$95.67	\$96.63	\$97.60
Step 10	\$99.37	\$100.36	\$101.36
Step 11	\$103.10	\$104.13	\$105.17
Step 12	\$106.80	\$107.87	\$108.95
Step 13	\$110.52	\$111.63	\$112.75

Step 14	\$114.23	\$115.37	\$116.52
Step 15	\$117.92	\$119.10	\$120.29
Step 16	\$121.65	\$122.87	\$124.10
Step 17	\$125.36	\$126.61	\$127.88
Step 18	\$129.08	\$130.37	\$131.67
Step 19	\$132.79	\$134.12	\$135.46
Step 20	\$138.17	\$139.55	\$140.95
Step 21	\$143.53	\$144.97	\$146.42

**Post-Secondary Partial-Load Instructors**

STEP LEVEL	1.0% Effective <b>October 1, 2021</b>	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$59.06	\$59.65	\$60.25
Step 1	\$63.22	\$63.85	\$64.49
Step 2	\$67.32	\$67.99	\$68.67
Step 3	\$71.45	\$72.16	\$72.88
Step 4	\$75.56	\$76.32	\$77.08
Step 5	\$79.71	\$80.51	\$81.32
Step 6	\$83.82	\$84.66	\$85.51
Step 7	\$87.92	\$88.80	\$89.69
Step 8	\$92.04	\$92.96	\$93.89
Step 9	\$96.14	\$97.10	\$98.07
Step 10	\$100.30	\$101.30	\$102.31

**Non-Post-Secondary Partial-Load Instructors**

STEP LEVEL	1.0% Effective <b>October 1, 2021</b>	1.0% Effective October 1, 2022	1.0% Effective October 1, 2023
Minimum	\$53.16	\$53.69	\$54.23
Step 1	\$56.87	\$57.44	\$58.01
Step 2	\$60.58	\$61.19	\$61.80
Step 3	\$64.31	\$64.95	\$65.60
Step 4	\$67.98	\$68.66	\$69.35
Step 5	\$71.71	\$72.43	\$73.15
Step 6	\$75.43	\$76.18	\$76.94
Step 7	\$79.12	\$79.91	\$80.71
Step 8	\$82.85	\$83.68	\$84.52
Step 9	\$86.54	\$87.41	\$88.28
Step 10	\$90.28	\$91.18	\$92.09

12. Add a new Letter of Understanding regarding Bill 124.

**Re: Bill 124**

**Should Bill 124 - *Protecting a Sustainability Public Sector for Future Generations Act, 2019* be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.**

*This language does not result in a binding decision*

13. Add new Article 19.01 C regarding medical cannabis.

**19.01 C Effective three months after date of ratification, all full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$4,000 per year subject to prior authorization by the insurer and to the eligibility requirements and to the terms and conditions of the Plan and for the conditions listed in the plan.**

14. Amend Article 36.01 as follows:

**36.01** This Agreement shall take effect commencing on **October 1, 2021** and shall have no retroactive effect or application, except salary schedules in Articles 14 and 26, and shall continue in full force and effect until **September 30, 2024**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.