



COLLEGE PERSONNEL  
FACULTY SCOLAIRE  
DES COLLÈGES



## Faculty Bargaining Teams Comments on- M10A

## Balance of Management's Non- Monetary Proposals Part 1

## M10A - Non-Monetary Proposals Part 1

### ARTICLE 11 WORKLOAD

#### 1) Amend 11.01 A as follows

11.01 A Each teacher, **other than teachers in academic upgrading**, shall have a workload that adheres to the provisions of this Article.

#### 2) Amend 11.01 B 1 as follows

**11.01 B 1 Unless otherwise agreed between the teacher and the supervisor,** total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for teachers in post-secondary programs, for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs **and for up to 40 weeks in which there are teaching contact hours in the case of apprenticeship 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 attributed hours for preparation attributed hours for evaluation and feedback
- (iv) attributed hours for complementary functions

#### 3) NEW 11.03 B 3

**11.01 B 3 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.**

**Online Delivery means the delivery of educational content using an electronic Learning Management System or**

*Excludes faculty in academic upgrading programs from SWF (Workload) protections and measurements. Creates a two-tiered system.*

*Makes weekly and annual workload limits optional; presents risks for probationary faculty; reduces available work for contract or new full-time faculty  
Article 11.09 accounts for Modified Workloads.*

*Increases required weeks of work for faculty in apprenticeship programs*

TB

*Establishes foundation for eliminating measurement of "teaching contact hours" for online courses*

*Sets foundation for college to run online courses with*

**otherwise through the internet. Online delivery may be synchronous or asynchronous.**

**Where the College has develop a purely asynchronous online delivery course ("Purpose-Built Online Course"), the College may assign a professor or instructor to provide for evaluation and feedback to students. Only article 11.01 E 1 shall apply to determining the workload associated with a Purpose-Built Online Course and the TCH for the course, for the purposes of evaluation, shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.**

**Where the College determines that a Purpose-Built Online Course should have augmented or additional materials provided in the delivery, the matter shall be discussed between the teacher and their supervisor and a factor of up to 1:0.35 may be granted for preparation.**

**4) NEW 11.10 A**

**11.10 A Teachers in academic upgrading programs may be scheduled up to 20 Teaching Contact Hours in any combination of subject areas.**

**5) AMEND 11.01 C**

**11.01 C** Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes. **No teaching block will be scheduled for less than one hour. Teaching blocks may be extended by half-hour increments provided that the total weekly teaching contact hours assigned to a course equal a whole number. Each half-hour extension to a teaching contact hour shall include a break of up to five minutes.**

The voluntary extension of the **assigned** teaching contact **time hour beyond 50 minutes** by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the teacher

*no assigned TCHs and for this work to be assigned outside of the bargaining unit (unbundling)*

*Establishes that faculty assigned to grade online "asynchronous" courses receive no time for teaching or preparation*

*Eliminates faculty control over how to structure online courses; significantly reduces the preparation TBD time currently assigned to teachers of online asynchronous courses*

*Increases workload for TBD faculty in academic upgrading programs; strips limits to the number of different courses assignable to them weekly*

*This breaking up of the teaching contact hour into smaller increments permits a shortening of the length of courses, and a consequent increase in the number of courses assignable*

staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

TBD

**6) Amend 11.01 E 1**

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

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

Essay or project	Routine <del>or</del> <b>Assisted</b>	<b><u>Assisted</u></b>	In-Process
1:0.030	1:0.015	<b><u>1:0.010</u></b>	1:0.0092
per student	per student	<b><u>per student</u></b>	per student

*Reduces by 1/3 the time attributed for  
TBD evaluation/feedback in courses with online testing*

**7) Amend Article 11.01 E 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
  - projects; or
  - student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.
- (ii) "Routine ~~or assisted~~ evaluation and feedback" is grading **of short answer tests** by the teacher outside teaching contact hours ~~of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.~~

*Creates distinction between "routine" and "assisted" evaluation/feedback and introduces a new lower evaluation factor as noted above*

<p><b>(iii)</b> <u>"Assisted grading" is grading generated through the use of computer based question and answer software or other similar evaluative tools or where marking assistants are provided.</u></p> <p><b>(iv)</b> "In-process evaluation and feedback" is evaluation performed within the teaching contact hour.</p> <p><b>(v)</b> Where a course requires more than one type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.</p> <p><b>8) Amend 11.01 H 1</b></p> <p><b>11.01 H 1</b> The College shall allow each teacher at least ten working days of professional development in each academic year <u>to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the teacher to perform their responsibilities.</u></p> <p><b>9) DELETE 11.01 H 2 and renumber subsequent</b></p> <p><b>10) Amend 11.01 H 3</b></p> <p><b>11.01 H 32</b> The <u>nature, type and</u> arrangements for such professional development shall be made following discussion between the supervisor and the teacher <u>and is</u> subject to agreement between the supervisor and the teacher, <del>and such agreement which</del> shall not be unreasonably withheld.</p> <p><b>11) Amend 11.01 J 1</b></p>	<p><i>See 11.01 E1, above</i></p> <p><i>TDB</i></p> <p><i>Eliminates faculty's ability to determine their own professional development activities</i></p> <p><i>Eliminates faculty right to have at least five consecutive days of professional development, annually</i></p> <p><i>Reduces faculty's right to determine professional development activities</i></p>
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<p><b>11.01 J 1</b> <del>Notwithstanding the above, overtime</del> <u>Any workload assigned or attributed in excess of any of the workload limits established by Article 11, Workload, worked by a teacher shall not exceed one teaching contact hour in any one week or three total workload hours in any one week and shall be entirely voluntary and compensated in accordance with 11.01 K 4</u></p>	<p><i>Eliminates all caps on overtime; reduces potential work for contract faculty or new full-time positions</i></p>
<p><b>12) Amend 11.01 J 1</b></p> <p><b>11.01 J 1</b> Notwithstanding the above, overtime worked by a teacher <del>shall not exceed one teaching contact hour in any one week or three total workload hours</del> in any one week and shall be voluntary.</p>	<p><i>See above</i></p>
<p><b>13) Amend 11.01 K 1</b></p> <p><b>11.01 K 1</b> Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed 180 contact days per academic year for a teacher in post-secondary programs, 190 contact days per academic year for a teacher not in post-secondary programs <u>or 200 contact days per academic year for a teacher in an apprenticeship program.</u></p>	<p><i>TBD</i> <i>Increases number of contact days assignable annually to faculty in apprenticeship programs creating further inequity</i></p>
<p><b>14) Amend 11.01 K3</b></p> <p><b>11.01 K 3</b> Teaching contact hours shall not exceed 648 teaching contact hours per academic year for a teacher in post-secondary programs, 760 teaching contact hours per academic year for a teacher not in post-secondary programs <u>or 880 teaching contact hours per academic year for a teacher in an apprenticeship program.</u></p>	<p><i>Increases number of contact hours assignable annually to faculty in apprenticeship programs creating further inequity</i></p>
<p><b>15) Amend 11.01 L 1 A</b></p> <p><b>11.01 L 1 A</b> <u>Except for teachers in apprenticeship programs,</u> the contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour except by written voluntary agreement, which shall not be unreasonably withheld, <u>or established as an expectation on hire.</u> The Union Local shall receive a copy of such agreement within seven days.</p>	<p><i>Extends working day of faculty in apprenticeship programs</i></p> <p><i>Strips new faculty in apprenticeship programs of daily scheduling protections</i></p>

<p>16) Amend 11.01 L 1 B</p> <p><b>11.01 L 1 B</b> For teachers in apprenticeship programs the contact day shall not exceed eight hours thirty minutes from the beginning of the first assigned hour to the end of the last assigned hour except by written voluntary agreement, which shall not be unreasonably withheld, <b><u>or established as an expectation on hire.</u></b></p> <p>17) Amend 11.01 L 3 A</p> <p><b>11.01 L 3 A</b> A teacher <b><u>employed in the bargaining unit prior to September 30, 2021</u></b> shall not normally be assigned work on calendar Saturdays or Sundays. Where <b>a <u>such</u></b> teacher is assigned to work on a Saturday or Sunday, the teacher shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed.</p> <p><b>18) NEW 11.01 L 3 B</b></p> <p><b><u>11.01 L 3 B</u></b> <b><u>A teacher employed in the bargaining unit on or after October 1, 2021, may be assigned to work any 5 consecutive days in a calendar week. The College will consider requests from teachers for non-consecutive working days where possible.</u></b></p> <p><b>19) Amend 11.03</b></p> <p>11. 03 The academic year shall <del>be ten months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from commence</del> September 1 <del>to the following June 30.</del> The academic year shall in any event permit year-round operation <del>and where a College determines the needs of any program otherwise, then the scheduling of a teacher in one or both of the months of July and August shall be on a consent or rotational basis.</del></p> <p><b>20) Amend 11.04 B 1</b></p> <p><b>11.04 B 1</b> The College shall allow each Counsellor and Librarian at least ten working days of professional development in each academic year <b><u>to engage in approved academic, technical, industrial or</u></b></p>	<p><i>See 11.01 L1 A, above</i></p> <p><i>Creates two-tier Collective Agreement; compels new faculty to work weekends with no special compensation</i></p> <p><i>See above</i></p> <p><i>Redefines academic year to remove 10 month length</i></p> <p><i>College can assign vacation periods to faculty at their sole discretion; may schedule faculty to work every July and August</i></p> <p><i>Reduces the right of faculty counsellors and librarians to determine professional development activities</i></p>
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**other pursuits which will enhance the ability of the teacher to perform their responsibilities.**

**21) Delete 11.04 B 2 and renumber subsequent**

*Eliminates the right of faculty counsellors and librarians to have at least five consecutive days of professional development, annually*

**22) Amend 11.04 B 3**

**11.04 B 3** The **nature, type and** arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor and Librarian **and is** subject to agreement between the supervisor and the teacher, **and such agreement which** shall not be unreasonably withheld.

*Reduces the right of faculty counsellors and librarians to determine professional development activities*

**23) NEW ARTICLE XX.01 – ACADEMIC FREEDOM**

**Renumber 13.02 to 13.05 as XX.01 to XX.04**

**24) Amend 15.01A**

**15.01 A****The vacation year shall be the academic year.** A full-time employee who has completed one full academic year's service with the College shall be entitled to a vacation of two months as scheduled by the College. A full-time employee may request and, with the approval of the College, may have a vacation that is scheduled in periods other than a contiguous two-month block. A full-time employee who has completed less than one full academic year's service with the College shall be entitled to a two month vacation period and shall be paid the remainder of the employee's prorated annual salary. The request of the employee shall be in writing and a copy provided to the Union Local President.

Where the employee requests a vacation in other than a contiguous two month block, the employee shall be entitled to forty-three (43) weekdays of vacation not including any holidays as set out in Article 16.

**All annual salary withheld to fund the vacation period shall be paid out as the employee is on vacation leave but in any case shall be paid out no later than the end of the vacation year for which it was withheld.**

*Doesn't allow faculty to use the full year of parental leave, or take additional owed time after their leave.*



**25) Amend Article 17.01 F 1**

**17.01 F 1** During absences due to illness or injury, participating employees who would otherwise be scheduled to work shall receive 100% of regular pay for up to and including 20 working days in any one benefit year, plus any unused credits carried forward from previous years. Days not utilized in any year shall be considered to be credits (on the basis that one credit represents 100% of regular pay for one working day) and shall be carried forward to the next benefit year. **Effective October 1, 2021, unused days can only be carried forward to a maximum accumulation of one hundred and thirty (130) days (which includes the initial plan year entitlement plus any "banked" unused days) and may only be used for the purpose of this Article.** Debits shall be made from the total assigned benefit on a day-for-day basis.

Upon retirement, layoff or termination of employment, unused days standing in the name of the employee shall be cancelled and shall be of no effect.

**26) Amend Article 21**

27) Amend 21.07 B

**21.07 B** For the purpose of 21.07 A, an employee's immediate family shall mean the employee's spouse (or common-law spouse resident with the employee), children (including **adopted children or** children of legal or common-law spouse), and parents (including step-parents or foster parents).

**28) Amend Article 25.01 A as**

**25.01 A** Effective the date of ratification, an employee authorized to use the employee's car, **or authorized to use accessible transportation in circumstances of an accommodation,** on approved College business including travelling to assigned duties

*Limits faculty's ability to bank sick-days; effectively eliminates faculty's choice of whether to use sick-days after qualifying for long-term disability; exhausts bank of sick days after first instance of long-term disability*

*Expands transportation allowance to include accessible transportation*

away from the employee's accustomed work location shall be reimbursed kilometrage expenses in accordance with the following:

**29) Amend Article 26.09**

**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:

	Statutory and College Holidays
Participation	All partial-load employees under contract
Eligibility	All partial-load employees under contract
Waiting Period	Nil
Benefit Level	Partial-load employees will receive regular pay and be considered to have accrued the scheduled days of 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.

*Partial-Load faculty would receive service credits for statutory holidays*

**30) Amend Article 26.10 D**

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

*Moves deadline for signing up for Partial-Load registry back by six months, starting in 2022*

**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**

31) NEW Article 26.10 F

**26.10 F It is understood that the priority in hiring provided for in article 26.10 F shall cease to apply:**

**(i) for a specific course where the partial load employee has not taught the course for at least eight (8) months in the last four (4) academic years;**

**(ii) for all courses where the partial load employee released on notice pursuant to article 26.10 A; or**

**(iii) for all courses where the partial load employee is terminated from employment for cause, which termination is not reversed pursuant to the grievance and arbitration procedures in article 32.**

32) NEW ARTICLE 26.10 G

**26.10 G A Partial Load employee will be on probation until they have worked continuously as a Partial Load employee for 1008 hours. At the discretion of the College, the probationary period may be reduced for an individual employee to such period of time as the College may determine. On successful completion of the probation period, they shall then be credited with service as outlined above, and service thus acquired shall be applied in the manner set out in this Agreement.**

**The dismissal, suspension, or release of a Partial Load employee during the probationary period shall not be the subject of a grievance and/or arbitration pursuant to this Agreement**

33) NEW ARTICLE 26.10 H

**26.10 H It is understood that the preference provided for in this Article shall be applied by the College on a course by course basis and there shall not be any need to accumulate**

*Claws back Partial-Load seniority rights won in 2017, by creating exceptions, including exceptions that may be manipulated through assignments offered by managers*

*Creates new, multi-year "probationary" language by which partial-load faculty may not grieve any dismissal or failure to hire.*

*Creates further precarity*

*Claws back Partial-Load seniority rights won in 2017; establishes that*

**partial load assignments to provide any partial load employee with up to 12 teaching contact hours of work.**

34) Amend Article 27.03 A 1

**27.02 A 1** A full-time employee will be on probation until the completion of the probationary period. This shall be **two years' continuous employment except as amended in this Article.** The change in the probationary period from one year (2017 – 2021 collective agreement) to two years shall be effective for employees hired on or after the date of ratification.

35) Amend Article 27.03 A 2

**27.02 A 2 The probationary period for the following will be one year's continuous employment:**

**(i) a full-time employee who has completed a probationary period at the same, or another Ontario College of Applied Arts and Technology, and is hired by the College in the same classification which the employee held during the previous probationary period.**

**(ii) a full-time teacher who holds one of the following professional qualifications and who has one year or more of full-time teaching experience in a Canadian Province or Territory:**

- **valid Ontario Teacher's Certificate;**
- **Bachelor of Education Degree;**
- **Master of Education Degree.**

**(iii) a full-time counsellor who holds one of the following professional qualifications and who has one year or more of full-time counselling experience in an educational institution in a Canadian Province or Territory:**

- **valid Ontario Guidance Specialist's Certificate;**
- **Master's Degree in Counselling or Guidance;**

**(iv) a full-time librarian who holds a Master's Degree in Library and Information Studies or equivalent degree**

*partial-load would no longer be entitled to courses on a seniority basis, beyond the minimum 7 hours*

*Increases the probationary period from one to two years for full-time faculty*

*Establishes specific exceptions to the above expansion of the probationary period to two years for full-time faculty*

**from an American Library Association accredited institution and who has one year or more of full-time experience as a professional librarian in a Canadian Province or Territory.**

**36)** Amend 27.02 B

**27.02 B** The probationary period shall also consist of **24** full months of non-continuous employment (in periods of at least one full month each) in a **48** calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month".

If an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked, an additional full month shall be considered to be completed.

*Doubles probationary period of full-time faculty in non-continuous employment from 12 to 24 months and from 24 to 48 months*

**37)** Amend 27.05, 27.06 A, 27.09 A, 27.09 B and 27.11 B

**27.05** When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply:

- (i) The College will notify the Union Local President and the College Employment Stability Committee (CESC) of the planned staff reduction and the courses, programs or services affected.
- (ii) Within seven calendar days of the receipt of such notification, the CESC shall meet for the purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected.
- (iii) If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for the selection of the employees affected and the availability of

alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the **accreditation and** quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community. The CESC may require that further meetings be held.

- (iv) The CESC and the parties shall maintain the confidentiality of the meetings and the identity of all employees discussed except as specifically waived by mutual consent of the Union Local and the College.
- (v) Additional representatives of the College and the Union in equal numbers may attend CESC meetings under 27.05 (ii) and 27.05 (iii) where requested by the CESC to assist the committee. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings or the notice to individuals affected by the staff reduction.
- (vi) Upon completion of its deliberations the CESC shall forward its recommendations, if any, to the College President and the Union Local President, who shall maintain the confidentiality of the recommendations.
- (vii) When a College decides, following such meetings, to proceed with a lay-off of one or more employees who have completed the probationary period written notice of lay-off of not less than 90 calendar days shall be given to employees being laid off. If requested by the employee, a College representative will be available to meet with the employee within three calendar days to discuss the basis of the College selection of the employees affected.

*Creates an additional layer to hiring*

**27.06 A** When the College decides to lay off or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another position from that previously held as a result of such lay-off or reduction of employees, the following

placement and displacement provisions shall apply to full-time employees so affected. Where an employee has the **credentials**, competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:

- (i) An employee will be reassigned within the College to a vacant full-time position in lieu of being laid off if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant position.
- (ii) Failing placement under 27.06 A (i), such employee shall be reassigned to displace another full-time employee in the same classification provided that:
  - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
  - (b) the employee being displaced has lesser seniority with the College.
- (iii) Failing placement under 27.06 A (ii), such employee shall be reassigned to displace a full-time employee in another classification upon acceptance of the identical employment conditions as the classification concerned provided that:
  - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
  - (b) the employee being displaced has lesser seniority with the College.
- (iv) Failing placement under paragraph 27.06 A (iii), such employee shall be reassigned to displace two partial-load employees provided that:
  - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and

*Creates new barriers to faculty "bumping rights" during layoffs*

*See above*

*Creates new barriers to faculty "bumping rights" during layoffs*

*See above*

- (b) each of the partial-load employees being displaced has lesser months of service with the College as determined in Article 26, Partial-Load Employees, than such displacing employee's months of seniority; and
- (c) it is understood that the College retains the right to assign additional work to the employee, where warranted, subject to the limits prescribed by Article 11, Workload.
- (v) (a) Failing placement under 27.06 A (iv) or where the employee has waived in writing the right in 27.06 A (iv), such employee shall be reassigned to displace one partial-load employee and one or more part-time employees whose assigned courses are as described in 27.06 A (v) (b), provided that:
  - (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
  - (ii) each of the employees being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees, or Appendix VI, as appropriate) than such displacing employee's months of seniority; and
  - (iii) it is understood that the College retains the right to assign additional work to the employee where required so that the work assignment so created constitutes a full-load assignment in accordance with the limits prescribed by Article 11, Workload.
- (b) The courses taught by the part-time employees displaced must be:
  - (i) the same as, or
  - (ii) essentially the same as, or
  - (iii) pre-requisite courses to those taught by the partial-load employee concerned.

*See above*



(c) Such employee shall have the lay-off notice extended until completion of the assignment so created and shall maintain current salary and benefits for the duration of that assignment.

(d) Upon completion of the assignment so created, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

(e) Failing placement under 27.06 A (v) (d), such employee shall be laid off without further notice upon completion of the partial-load assignment.

(vi) (a) Failing placement under 27.06 A (v) or where the employee has waived in writing the right in 27.06 A (v), such employee shall be reassigned to displace one partial-load employee and engage in approved retraining activities such that the employee retains current salary and benefits for the duration of the partial-load assignment provided that:

(i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and

(ii) the partial-load employee being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees) than such displacing employee's months of seniority.

(b) Such employee shall have the lay-off notice extended until completion of the partial-load employee's assignment and shall maintain current salary and benefits for the duration of the partial-load assignment.

(c) Upon completion of the partial-load assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned to a

*Creates new barriers to faculty "bumping rights" during layoffs*

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vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

*See above*

(d) Failing placement under 27.06 A (vi) (c), such employee shall be laid off without further notice upon completion of the partial-load assignment.

(vii) (a) Failing placement under 27.06 A (vi) (a), or where the employee has waived in writing the right in 27.06 A (vi) (a), such employee shall be reassigned to displace a sessional employee (who has more than 90 days remaining on the sessional employee's term appointment) provided that the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned.

*See above*

(b) Such employee shall have the lay-off notice period extended until completion of the sessional employee's assignment and shall maintain current salary and benefits for the duration of the sessional assignment.

(c) Upon completion of the sessional assignment or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

*Creates new barriers to faculty "bumping rights" during layoffs*

(d) Failing placement under 27.06 A (vii) (c), such employee shall be laid off without further notice.

(viii) (a) Failing placement under 27.06 A (vii) (a), or where the employee has waived in writing the right in 27.06 A (vii), such employee shall be reassigned to displace a part-time employee upon acceptance of the identical employment conditions as the part-time employee concerned provided that:

(i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and

*See above*

(ii) the part-time employee being displaced has lesser months of service with the College as determined in Appendix VI than such displacing employee's months of seniority.

(b) Such a reassigned person shall be deemed to be laid off and eligible for recall in accordance with 27.09 B and 27.09 C, 27.03 D and the rights under 27.09 A.

(c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be granted release from all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period.

(d) At the termination of the period referred to in 27.06 A (viii) (c), such employee shall be reassigned to a vacant full-time position, if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

(e) Failing placement under 27.06 A (viii) (d), such employee shall be laid off without further notice.

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

(i) Such a person may take, one program or course offered by the College, for a nominal tuition fee of not more than \$20.00 per course.

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

*Creates new barriers to faculty "bumping rights" during layoffs*

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

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

- (ii) Before the College hires a sessional employee, a person who has been laid off under 27.06 A within the last twenty-four months and has not elected severance under 27.10 A shall be offered the sessional appointment provided that the former employee has the **credentials**, competence, skill, and experience to fulfill the requirements of the sessional position concerned. The applicable salary for the duration of the sessional appointment shall be at the current base salary rate, at the step level in effect at the time of lay-off.

For the purpose of Appendix V, the former employee will be deemed to be a new hire. This sessional employee will terminate employment at the end of the sessional appointment.

For the purposes of 27.03 D and 27.09 B the former employee will be deemed to be still on lay-off during the sessional appointment.

- (iii) The College shall consider additional means of support such as career counselling and job search assistance where such activities are expected to assist the individual in making the transition to a new career outside the Bargaining Unit.

**27.09 B** Before hiring full-time employees, an individual who has been laid off under 27.06 will be recalled to that individual's former or another full-time position, provided that the individual has the **credentials**, competence, skill, and experience to fulfill the requirements of the position concerned. Such recall entitlement shall apply during the period of two years from the date of lay-off.

**27.11 B** Where a vacancy of a full-time position in the bargaining unit occurs consideration shall first be given to full-time and

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*See above*

<p>current partial-load employees or persons who have been partial-load employees within four (4) months prior to the posting. These applicants shall be considered internal applicants.</p> <p>If the vacancy is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.</p> <p>Consideration will include review of the <b><u>credentials</u></b>, competence, skill and experience of the applicants in relation to the requirements of the vacant position.</p> <p><b>38) Amend Article 32.03 B</b></p> <p><b>Amend Article 32.03 B by removing P. Picher, R. MacDowell and L. Steinberg.</b></p> <p><b>Further amend Article 32.03 B by adding H. Beresford, G. Misra, S. Raymond and C. White.</b></p> <p>39) Amend 36.01</p> <p><b>36.01</b> This Agreement shall take effect commencing on <b><u>October 1, 2021</u></b> 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 <b><u>September 30, 2024</u></b>, 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.</p>	<p><i>Creates new barriers to faculty "bumping rights" during layoffs</i></p> <p><i>Proposes alterations to list of approved arbitrators</i></p> <p><i>Establishes three-year duration of Collective Agreement</i></p>
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**The CEC reserves the right to add to or to modify these proposals during the course of bargaining.**