

Management Offer for Settlement

January 27, 2010

Except for the changes contained in this document, all other provisions of the previous collective agreement will remain the same. Changes to the previous collective agreement are underlined and bold.

Summary of Management's Monetary Proposals

Wage Increase

Year 1 – 1.75% (September 1, 2009)

Year 2 – 2.00% (September 1, 2010)

Year 3 – 2.00% (September 1, 2011)

Summary of Management's Workload Proposals

Management has addressed the specific recommendations of the Joint Task Force Report by:

Professional Development

Professional development opportunities have been improved.

Modified Workload Arrangements

The new provisions significantly increase the ability of faculty to modify their own workload arrangements.

Consultative Evaluation Methods

All faculty will have the opportunity to participate in the establishment of evaluation methods.

Out-of-Class Assistance

Faculty who have large numbers of students to teach will be given further time or other types of assistance when providing out-of-class assistance to students.

These new provisions concerning work assignment, evaluation methods and additional out-of-class assistance all include increased participation by faculty in course delivery decisions in order to further enhance collegiality and academic freedom in the system, as recommended by the Joint Workload Taskforce.

Summary of Colleges' Offer of Settlement to Faculty

Salary and Benefits

- 5.9% salary increase over three years
- New maximum salary of \$102,186 by September 1, 2011
- This represents an increase of approximately \$5,650 over the previous collective agreement maximum
- Increase the maximum in Supplemental Life Insurance Plan from \$140,000 to \$300,000
- LTD benefit level will be adjusted to 60% of the September 1st, 2009 salary rates
- Automatic coordination of drug card with spousal's drug card
- Clarification that the drug card can be used for the purchase of insulin and for approved over-the-counter medications
- Costs covered for Independent Medical Examinations or for further documentation required by the College
- Simplify the dental plan language, benefits remain the same

Term of Contract

- Three-year contract
- Contract runs from September 1, 2009 to August 31, 2012

Workload

- Workload protections contained in the last collective agreement remain intact
- All full-time teachers retain access to SWF process
- Opportunity for teachers to initiate, design and voluntarily participate in modified workload arrangements
- Teachers will participate in the establishment of evaluation methods
- Full-time teachers who teach in excess of 260 students will be given additional SWF time or other types of support for providing out-of-class assistance to students
- SWF form adjustments
- In assigning workload, consideration will be given to any requirements for applied research or the necessary translation of materials
- Clarification of the documentation of agreed upon activities during non-teaching periods

Professional Development (PD)

- Maximum salary for employees on PD leave will be increased to 80% of the employee's base salary
- All faculty will receive consideration for reimbursement for costs associated with annual PD leave

Other Changes

- New protections to ensure employees are free from bullying and psychological harassment
- The ability of the union to send alternates to union conventions
- Recognition of college degrees for salary calculations
- Full-time employees will be entitled to request vacation in periods other than a two-month contiguous block
- Family Day has been added to the list of holidays
- Expand leave options available to faculty to deal with their sick children
- Additional employee options upon return to work following pregnancy or parental leave
- Maintain mandatory grievance time limits to ensure timely presentation of grievances
- Strengthened Health & Safety language
- Add arbitrators to agreed list
- Local union input when changes to the colleges mandate or objects are directed by the Government
- Librarian classifications updated
- Increased librarian qualifications for new hires
- Upon request, provide local union with current addresses and phone numbers of bargaining unit members
- Clarification of secondment language

This summarizes the colleges' offer for changes to the collective agreement that expired on August 31, 2009.

Details of the offer can be found at www.TheCouncil.on.ca

Salary Schedules for full-time Professors, Counsellors and Librarians

14.03 A 1 (a) The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Professors, Counsellors and Librarians.

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 2.00%	Effective Sept. 1, 2011 2.00%
Step 5	\$56,657	\$57,791	\$58,946
Step 6	\$59,259	\$60,444	\$61,653
Step 7	\$61,860	\$63,097	\$64,359
Step 8	\$64,459	\$65,748	\$67,063
Step 9	\$67,059	\$68,401	\$69,769
Step 10	\$69,659	\$71,052	\$72,473
Step 11	\$72,260	\$73,705	\$75,179
Step 12	\$74,861	\$76,358	\$77,885
Step 13	\$77,461	\$79,010	\$80,591
Step 14	\$80,062	\$81,663	\$83,296
Step 15	\$82,664	\$84,317	\$86,003
Step 16	\$85,265	\$86,960	\$88,700
Step 17	\$87,865	\$89,607	\$91,399
Step 18	\$90,462	\$92,250	\$94,095
Step 19	\$93,064	\$94,895	\$96,793
Step 20	\$95,667	\$97,539	\$99,490
Step 21	\$98,218	\$100,183	\$102,186

Salary Schedules for full-time Instructors

14.03 A 2 (c) The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Instructors.

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 2.00%	Effective Sept. 1, 2011 2.00%
Minimum	\$37,271	\$38,016	\$38,777
Step 1	\$39,876	\$40,673	\$41,487
Step 2	\$42,474	\$43,323	\$44,189
Step 3	\$45,072	\$45,974	\$46,893
Step 4	\$47,675	\$48,628	\$49,601
Step 5*	\$50,275	\$51,280	\$52,306
Step 6	\$52,874	\$53,932	\$55,011
Step 7	\$55,475	\$56,585	\$57,716
Step 8	\$58,077	\$59,238	\$60,423
Step 9	\$60,678	\$61,891	\$63,129
Step 10	\$63,278	\$64,544	\$65,835

* Control Point of Range

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.

Post-Secondary Partial-Load Professors

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 2.00%	Effective Sept. 1, 2011 2.00%
Step 5	\$75.69	\$77.21	\$78.75
Step 6	\$79.18	\$80.77	\$82.38
Step 7	\$82.65	\$84.30	\$85.99
Step 8	\$86.12	\$87.84	\$89.60
Step 9	\$89.61	\$91.40	\$93.23
Step 10	\$93.06	\$94.92	\$96.82
Step 11	\$96.54	\$98.47	\$100.44
Step 12	\$100.03	\$102.03	\$104.07
Step 13	\$103.48	\$105.55	\$107.66
Step 14	\$106.97	\$109.11	\$111.29
Step 15	\$110.44	\$112.65	\$114.90
Step 16	\$113.91	\$116.19	\$118.51
Step 17	\$117.40	\$119.75	\$122.14
Step 18	\$120.87	\$123.29	\$125.75
Step 19	\$124.35	\$126.84	\$129.37
Step 20	\$127.84	\$130.40	\$133.00
Step 21	\$131.32	\$133.94	\$136.62

Non-Post-Secondary Partial-Load Professors

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 2.00%	Effective Sept. 1, 2011 2.00%
Step 5	\$68.12	\$69.48	\$70.87
Step 6	\$71.28	\$72.70	\$74.16
Step 7	\$74.38	\$75.87	\$77.38
Step 8	\$77.51	\$79.06	\$80.64
Step 9	\$80.64	\$82.25	\$83.89
Step 10	\$83.76	\$85.44	\$87.14
Step 11	\$86.89	\$88.63	\$90.41
Step 12	\$90.02	\$91.82	\$93.65
Step 13	\$93.15	\$95.02	\$96.92
Step 14	\$96.28	\$98.20	\$100.17
Step 15	\$99.39	\$101.38	\$103.40
Step 16	\$102.53	\$104.58	\$106.68
Step 17	\$105.66	\$107.77	\$109.93
Step 18	\$108.79	\$110.97	\$113.19
Step 19	\$111.93	\$114.16	\$116.45
Step 20	\$116.45	\$118.78	\$121.16
Step 21	\$120.97	\$123.39	\$125.86

Post-Secondary Partial-Load Instructors

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 2.00%	Effective Sept. 1, 2011 2.00%
Minimum	\$49.78	\$50.77	\$51.79
Step 1	\$53.28	\$54.34	\$55.43
Step 2	\$56.74	\$57.87	\$59.03
Step 3	\$60.22	\$61.42	\$62.65
Step 4	\$63.69	\$64.96	\$66.26
Step 5	\$67.19	\$68.53	\$69.90
Step 6	\$70.65	\$72.06	\$73.50
Step 7	\$74.10	\$75.59	\$77.10
Step 8	\$77.57	\$79.13	\$80.71
Step 9	\$81.03	\$82.65	\$84.31
Step 10	\$84.54	\$86.23	\$87.96

Non-Post-Secondary Partial-Load Instructors

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 2.00%	Effective Sept. 1, 2011 2.00%
Minimum	\$44.80	\$45.70	\$46.61
Step 1	\$47.93	\$48.89	\$49.87
Step 2	\$51.06	\$52.08	\$53.12
Step 3	\$54.20	\$55.29	\$56.39
Step 4	\$57.30	\$58.44	\$59.61
Step 5	\$60.44	\$61.65	\$62.88
Step 6	\$63.57	\$64.84	\$66.14
Step 7	\$66.69	\$68.02	\$69.38
Step 8	\$69.83	\$71.23	\$72.65
Step 9	\$72.93	\$74.39	\$75.88
Step 10	\$76.10	\$77.62	\$79.17

Workload Proposals

(Changes to the existing workload provisions are effective January 31, 2010.)

11.01 E 3 (New)

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.

(Renumber subsequent)

Provide teachers a collegial approach for establishing method(s) of evaluation used in their program(s).

11.01 F 2 (New)

The attribution of four hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in his/her total course load. When a teacher who has more than 260 students in his/her total course load considers that he/she will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with his/her supervisor. Possible means of alleviating the concern should be considered such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.

(Renumber precedent)

Provide to faculty more support or time when they have unusually large numbers of students in their courses.

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, **or 11.09**, a teacher shall discuss such difference as a complaint with the teacher's 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 in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the teacher 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 days after discussion with the teacher.

Failing settlement of such a complaint, a teacher may refer the complaint, in writing, to the WMG within seven days of receipt of the immediate supervisor's reply. The complaint shall then follow

Include access to the workload resolution process for issues arising from Modified Workload Arrangements.

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 **and 11.09** shall be handled in accordance with the grievance procedure set out in Article 32, Grievance Procedures.

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

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

Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.

~~Such activities will neither be recorded nor scheduled except as in accordance with 11.01 G 1.~~

No SWF will be issued but such activities may be documented. 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.

Incorporate the Letter of Understanding concerning Article 11.08 and the concepts in 11.01 G 1 into the Article to make it clearer.

Modified Workload Arrangements (New)

11.09 A 1 **In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union.**

The Workload Task Force recognized and supported the need for more flexibility in workload through voluntary arrangements with faculty.

11.09 A 2 **In order for a Modified Workload Arrangement to be implemented, at least two thirds (2/3) of the teachers involved and their manager must agree. Teachers not in agreement must be given the option of having the regular provisions of Article 11 apply to their workload assignment.**

Teachers and their managers can reach agreement to design modified workload arrangements that best meet the student and faculty needs.

11.09 A 3 **No more than 20% of the full-time teachers at a College may be participating in Modified Workload Arrangements at the same time.**

11.09 A 4 **The Modified Workload Arrangement may apply for any period of assignment, but no longer than the life of the collective agreement. Each Modified Workload Arrangement will have a start and end date.**

Workload Limit Protections

11.09 A 5 **For clarity, the workload limits contained in 11.01 K 1, 11.01 K 2 and 11.01 K 3 shall apply to Modified Workload Arrangements established under Article 11.09.**

If the Modified Workload Arrangement extends beyond an academic year, the limits of 11.01 K will be cumulative over the length of the Plan and 11.01 K 4 will not be applied unless the cumulative limits are exceeded.

All arrangements that are agreed-to must maintain the annual workload limits of the existing workload formula.

11.09 A 6 **The Modified Workload Arrangement shall document the details of the proposed workload assignments and schedules and shall be provided to the teachers and to the Local Union. It shall specify what provisions of Article 11 will not apply to the Modified Workload Arrangement, the start and end dates, the total teaching contact hours, and total contact days assigned to each teacher during the period. If the Local Union does not indicate in writing within five (5) days of the receipt of the documentation that it does not consent to the Modified Workload Arrangement, the Union will be considered to be in consent.**

11.09 A 7 **If the Union does not consent the parties will meet within three (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA.**

The Union can refuse to allow teachers and their managers to implement the agreed upon workload plan. Such refusal is subject to a review by a WRA.

11.09 B 1 **The WRA shall commence to hear the matter within seven (7) days of the referral of the matter and will issue a decision within three (3) days of the hearing. The Union will be a party at such a hearing.**

11.09 B 2 **The provisions of Article 11.02 F shall apply except as modified herein.**

11.09 B 3 **In determining whether the Union's refusal to consent to the Modified Workload Arrangement should be upheld the WRA may consider any one or more of the following factors along with any other factor the WRA deems appropriate.**

- whether it enhances or diminishes the quality of learning for students.
- whether it may lead to improvements in teaching and learning.
- whether it leads to a reduction in the use of part-time staff and better usage of full-time teachers.
- whether it distributes work equitably amongst participating teachers.
- whether it may lead to greater satisfaction with workload assignments than the regular workload formula.
- whether it would be an efficient workload assignment process.

11.09 B 4 If the WRA concludes the Union should have consented to the Modified Workload Arrangement the Modified Workload Arrangement may be implemented.

A workload arbitrator will resolve any dispute.

Delete Letter of Understanding Re: Article 11.08

This has been incorporated into the collective agreement.

Delete Letter of Understanding Re: Workload Task Force

These letters have been fulfilled and have no further application.

Delete Letter of Understanding Re: Workload Pilots

Other Proposals

Article 3 - Relationship

3.03 The Union further agrees that there will be no solicitation for membership, collection of dues, Union Executive or membership meetings or other Union activities on the College premises, except as specifically set out in this Agreement or by written permission of the College concerned, but such permission shall not be unreasonably withheld.
In January, the Union Local may request and the College shall provide the current address and phone number on file for full-time and partial-load employees.

Give the Union access to their members current information.

[Agreed-to by the parties, subject to ratification.]

Article 4 - No Discrimination/Bullying/Psychological Harassment

4.02 A 4 The College shall make reasonable provisions to ensure that employees are free from bullying/psychological harassment as defined within this article.

The College and the Local Union shall cooperate to the fullest extent possible to ensure the work environment is

This is a new article to provide protection against bullying and psychological harassment.

free from bullying/ psychological harassment.

[Agreed-to by the parties, subject to ratification.]

4.02 A 5 **Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:**

- a) **Adversely affects an employee's dignity, or psychological or physical integrity, and/or**
- b) **Takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or**
- c) **Results in a harmful work environment.**

Examples of bullying/psychological harassment include, but are not limited to, the following:

- **berating/belittling an employee or an individual;**
- **making repeated unwarranted criticism;**
- **undermining or deliberately impeding a person's work;**
- **spreading malicious rumours or gossip;**
- **making physical gestures intended to intimidate, offend, degrade or humiliate an employee or an individual;**
- **making comments that are threatening, derisory or defamatory.**

4.02 A 6 **Actions which may be deemed to be bullying/psychological harassment could be carried out by a manager and/or a supervisor, students, employees, individuals or groups.**

4.02 A 7 **Reasonable action by a College, a manager and/or a supervisor, by the Union or its representatives, by students, by employees, individuals or by groups is not bullying/psychological harassment.**

Examples of this include, but are not limited to, the following:

- **the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;**
- **a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance;**
- **the legitimate right and responsibility of managers to conduct ongoing evaluation of employee performance at work, which may include reasonable criticism of performance and/or may result in reasonable changes to a person's assignment as a result of an evaluation;**
- **the legitimate right of Union members and officials to reasonably conduct grievance investigations, file**

grievances, conduct inspections, lawfully picket and, without limiting the aforementioned, generally conduct Union business in a reasonable manner;

- the legitimate right and responsibility of employees to correct inappropriate student behaviour and maintain order in the work environment in a reasonable manner;
- respectfully expressing disagreement or reasonably stating a contrary point of view;
- the legitimate exercise of freedom of thought and inquiry, and expression.

4.02 A 8 Bullying/ psychological harassment will be treated as a disciplinary offence that could lead to dismissal.

Frivolous allegations of bullying/psychological harassment will be treated as a disciplinary offence that could lead to dismissal.

(Renumber subsequent)

Article 5 - No Strike and No Lock-Out

Housekeeping

5.01 The Union agrees there shall be no strike and the College Compensation and Appointments Council agrees there shall be no lock-out, "strike" and "lock-out" being as defined in the *Colleges Collective Bargaining Act, 2008*, as amended.

[Agreed-to by the parties, subject to ratification.]

Article 8 - Union Business

Allow Union to choose alternates to attend Union conventions.

8.01 It is agreed that up to a maximum of five persons per College be released from duty for sufficient time to engage in Arbitration Board Hearings or Provincial Union Committee Meetings for members thereof or Union conventions for elected delegates **and alternates** thereto (which may include seminars or conferences which will be considered by the College concerned on their individual merit(s)), provided such release, which shall not be unreasonably withheld, does not in the opinion of the College President interfere with the efficient operation of the College.

[Agreed-to by the parties, subject to ratification.]

Article 10 - Union Deduction

Housekeeping

10.03 The amount so deducted shall be remitted to the Union Head Office and the Local Treasurer in the appropriate amounts in accordance with and subject to the conditions set out in Section **13** of the *Colleges Collective Bargaining Act, 2008*, as amended. The cheques shall be accompanied by a list of the names and locations of employees from whom the deductions have been made and forwarded not later than the 15th day of the month following the month in which such deductions have been made.

[Agreed-to by the parties, subject to ratification.]

Article 11 - Workload

11.01 H 4 **The employee 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.**

Clarify that teachers may be reimbursed for costs related to professional development.

11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:

Identify additional variables which may affect assignments.

- (i) nature of subjects to be taught;
- (ii) level of teaching and experience of the teacher and availability of technical 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;
- (vi) availability of time for the teacher'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 with special needs;
- (xi) introduction of new technology;
- (xii) the timetabling of workload;
- (xiii) level of complexity and rate of change in curriculum;
- (xiv) **requirements for applied research;**
- (xv) **required translation of materials.**

11.02 F 3 In the event that the College President or the President's designee and the Union Local President are unable to agree upon the appointment of a WRA, either the College or the Union Local may request the ~~College Relations Commission~~ **Minister of Labour** to appoint a WRA and the WRA shall, upon appointment by the ~~College Relations Commission~~ **Minister of Labour**, have the same powers as if the appointment had been made by the College and the Union Local as provided herein.

Housekeeping

[Agreed-to by the parties, subject to ratification.]

11.04 B 4 **The employee 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.**

Clarify that counsellors and librarians may be reimbursed for costs related to professional development.

Article 14 - Salaries
Maximum Salary Table

14.03 A 1

(b) The following table indicates the maximum salary level attainable by an employee based on that employee's relevant formal education levels and equivalencies.

Maximum Step Level Attainable	Required Qualifications
Step 21	A minimum of a 4-year Canadian University <u>Baccalaureate</u> Degree, or equivalent; C.G.A.; P.Eng.; C.A.; C.M.A. (formerly R.I.A.)
Step 19	3-year CAAT Diploma or General Pass University Degree or Certified Journeyman* holding equivalent qualifications**
Step 18	2-year CAAT Diploma or Certified Journeyman*
Step 17	1-year post-secondary certificate
Step 16	No formal post-secondary diploma, certificate or degree

Recognize College Degrees

(...)

Control Point Table

14.03 A 2

(b) The following table indicates the control point relevant for an employee based on the maximum base salary level that employee may attain in the salary schedule. The control point relevant to full-time instructors is contained within the wage schedule 14.03 A 2 (c).

Maximum Step Attainable	Control Point Effective <u>September 1, 2009</u>	Control Point Effective <u>September 1, 2010</u>	Control Point Effective <u>September 1, 2011</u>
Step 16	Step 10	Step 10	Step 10
Step 17	Step 11	Step 11	Step 11
Step 18	Step 11	Step 11	Step 11
Step 19	Step 12	Step 12	Step 12
Step 20			
Step 21	Step 13	Step 13	Step 13

Housekeeping

Related to the wage increases

~~**14.03 A 6** Recognition Allowance - Effective September 1, 2002, a full-time employee who has remained at Step 20 on the salary grid for one year or more will receive an annual recognition allowance of \$700 to be applied to his or her base salary. Effective April 1, 2005, until March 31, 2007 when Step 21 comes into effect, the recognition allowance will be adjusted so that a full-time employee who has remained at Step 20 on the salary grid for one year or more will receive an annual recognition allowance of \$1,400 to be applied to his or her base salary. The last such allowance payable is for the period April 1, 2006 to March 31, 2007.~~

Housekeeping

[Agreed-to by the parties, subject to ratification.]

Article 15 - Vacations

15.01 A 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.

Provide the employees more flexibility in vacation scheduling.

[Agreed-to by the parties, subject to ratification.]

Article 16 – Holidays

16.01 A An employee will be granted the following holidays on the day on which the holiday occurs or is celebrated by the College without reduction of regular salary:

<u>Family Day</u>	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	

Add the Family Day as a holiday.

[Agreed-to by the parties, subject to ratification.]

Article 17 – Short-Term Disability Plan (STD)

17.01 F 7 **Where the College requires an employee to undergo an independent medical examination, or provide further documentation from the employee's physician or attending specialist when the College determines that the initial documentation is insufficient, the College shall pay the cost for the medical examination and/or documentation.**

Colleges will provide the cost of some additional medical examinations.

[Agreed-to by the parties, subject to ratification.]

Article 19 - Other Insurance Plans

Housekeeping

Extended Health Plan

[Agreed-to by the parties, subject to ratification.]

19.01 A The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. ~~Effective October 1, 2001, t~~
~~The Extended Health Plan shall be amended to provide for a combined maximum annual coverage for all covered paramedical services of \$1,500. Effective April 1, 2004, acupuncturists are added to the list of paramedical services.~~

Dental Plan

Housekeeping

19.02 E 2 ~~Effective October 1, 2001, b~~ **B**enefits under Schedule D are limited to a \$2,500 lifetime maximum per person covered regardless of age and 50% co-insurance.

[Agreed-to by the parties, subject to ratification.]

19.02 F 3 ~~Effective October 1, 2001, b~~ **B**enefits under Schedule E are limited to a maximum of ~~\$2,000~~ **\$2,500** per beneficiary per calendar year with 50% co-insurance. ~~Effective January 1, 2007, this maximum will be increased to \$2,500 per annum.~~

Housekeeping

[Agreed-to by the parties, subject to ratification.]

Vision Care

Housekeeping

19.04 ~~Effective October 1, 2001, t~~ **T**he College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of ~~\$300~~ **\$400** each two years, per person 18 years of age and over, and ~~\$300~~ **\$400** each one year per person under 18 years of age, for glasses, frames, contact lenses, and refractive surgery, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deduction. ~~Effective January 1, 2008, these maximums will be increased to \$400.~~

Hearing Care Plan

Housekeeping

19.05 ~~Effective October 1, 2001, t~~ **T**he College shall pay 75% of the premiums for full-time employees for a Hearing Care Plan providing coverage to a maximum of \$3,000 each three years, per person, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deductions

[Agreed-to by the parties, subject to ratification.]

Supplemental Life Insurance Plan

19.07 B Effective December 1st, 2009, the College shall continue the Supplemental Life Insurance Plan to provide for the availability of Supplementary Life Insurance in units of \$10,000 to a maximum of ~~\$140,000~~ **\$300,000** for employees who elect the maximum option of \$60,000 as contained in 19.07 A provided the employee pays the full premium cost through payroll deduction.

Increase the amount available for supplemental life insurance to \$300,000.

[Agreed-to by the parties, subject to ratification.]

Article 20 - Professional Development Leave

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

Increase incentives for faculty to participate in professional development activities.

[Agreed-to by the parties, subject to ratification.]

- (v) the salary paid to the employee will be based on the following scale: 55% of the employee's base salary increasing by five percent per year after six years of employment with the College concerned to a maximum of 70% **80%** of the employee's base salary after ~~nine~~ **eleven (11)** years. It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period exceeds the amount of the employee's base salary. The amount and conditions of payment will be pro-rated for shorter leaves.
- (vi) Applications for professional development leave will be submitted in writing containing a detailed statement of the nature of the proposed leave and its ~~perceived~~ **proposed** benefit(s) to the College and the employee; to the Chair of the Department at least six months prior to the commencement date;
- (vii) The College may, but is not required to, consider an application from an employee who has commenced a professional development leave within the preceding seven (7) years.**
- (viii)** All applicants will be notified in writing by the College President **or the President's designee** as to the disposition of their application for professional development leave;
(Renumber subsequent)

(xiv) For professional development leaves that are granted for a period of less than one year, the payment shall be pro-rated. The unused portion of the allowable earned leave shall ~~be~~ **remain** available to the teacher, counsellor or librarian subject to the application and approval processes of the College and those defined within this Article. Seniority for the purpose of granting the unused portion shall include the seniority used in granting the first portion plus subsequent accrual. Payment for the unused portions of leave when taken shall be paid at the same proportion of salary as established in 20.02 (v) when the first portion was taken. **The proportion of salary shall be the salary in place when the unused portion of the leave is taken;**

(ix) The College shall provide to the Union Local, once each year, the names of all applicants and the names of all successful applicants and the duration of the leaves granted.

Article 21 – Leaves of Absence

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), ~~dependent~~ children (including children of legal or common-law spouse), and parents (including step-parents or foster parents).

Expand the leave options available to faculty to deal with their children.

[Agreed-to by the parties, subject to ratification.]

Article 22 – Pregnancy and Parental Leave

22.01 E The College **shall** not require an employee to take vacation entitlement concurrently with leave under this Article. **On return from the leave, an employee may forego vacation time owing.**

Ensure that faculty do not have to take unpaid vacation, unless they choose to.

Article 24 – Health and Safety

24.02 A The College will ~~make reasonable provision~~ **take all precautions reasonable in the circumstances to ensure** for the conditions of safety and health in the employees' work areas in the College by conforming with the provisions of the *Occupational Health and Safety Act* and Regulations.

Make this provision consistent with the Occupational Health and Safety Act.

[Agreed-to by the parties, subject to ratification.]

Article 26 – Partial-Load Employees

Extended Health, Vision and Hearing Care

26.06 A The College shall pay 100% of the billed premium of the Extended Health Plan found in Article 19, Other Insurance Plans, for partial-load employees, excluding Vision and Hearing coverage, and subject to the application procedures for this benefit, with the exception of those employees who opt out of the plan because of spousal coverage elsewhere.

Housekeeping

[Agreed-to by the parties, subject to ratification.]

The College shall provide for access to the Dental, Vision Care, Hearing Care, Critical Illness/Catastrophic Event Insurance and Life Insurance Plans found in Article 19, Other Insurance Plans, for partial-load employees provided the premium is paid by the employee.

Details regarding participation, eligibility, waiting period, benefit level and premium sharing are as follows:

	Extended Health	Vision Care	Hearing Care	Critical Illness/ Catastrophic Event
Participation	Voluntary Required with opt out option	Voluntary if Extended Health elected	Voluntary if Extended Health elected	Voluntary
Eligibility	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	As per full-time employees
Waiting Period	First of month following the completion of one calendar month	First of month following the completion of one calendar month	First of month following the completion of one calendar month	As per full-time employees
Benefit Level	As per full-time employees	As per full-time employees	As per full-time employees	As per full-time employees
Premium Sharing	100% employer paid	100% employee paid	100% employee paid	100% employee paid

26.06 C Life Insurance Plans

Housekeeping

[Agreed-to by the parties, subject to ratification.]

	Basic and AD&D	Supplementary Employee and Dependent	Optional
Participation	Voluntary	Voluntary	Voluntary
Eligibility	All partial-load employees under contract	All partial-load employees under contract up to age 65	All partial-load employees under contract up to age 65
Waiting Period	First of month following the completion of one calendar month	First of month following the completion of one calendar month	First of month following the completion of one calendar month
Benefit Level	As per full-time employees	As per full-time employees	As per full-time employees
Premium Sharing	100% employee paid	100% employee paid	100% employee paid

Article 27 – Job Security

Probationary Period

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

- (iv) a full-time librarian who holds a ~~Bachelor's Degree in Library Science~~ or a Master's Degree in Library **and Information Studies or equivalent degree from an American Library Association accredited institution** Science and who has one year or more of full-time experience as a professional librarian in a Canadian Province or Territory.

27.03 C A full-time employee shall continue to accumulate seniority for the purpose of this Article while:

- (i) in the College's active employ;
- (ii) employed and absent through verified illness or injury;
- (iii) on a College-approved leave of absence for up to 24 months, **Secondments are appointments to an employer or agency other than the college;**
- (iv) on a College-approved leave of absence on an exchange program;
- (v) on a College-approved professional development leave of absence;
- (vi) on a College-approved secondment for up to 24 months; or
- (vii) temporarily assigned within the College to a position outside the bargaining unit, for up to 24 months. A person may not combine such assignments to accrue greater than 24 months seniority under this section (vii).

Clarify the meaning of "secondments".

[Agreed-to by the parties, subject to ratification.]

Article 28 – Employment Equity

28.09 B There shall be an Employment Stability Reserve Fund Arbitrator established at each College to be appointed by agreement of the President of the College or the President's designee and the President of the Union Local. The appointment, which may be renewable by mutual agreement, shall be for one year, commencing on September 1 and expiring on August 31. In the event that the President of the College or the President's designee and the President of the Union Local are unable to agree upon the appointment of an ESRFA, either the College or the Union Local may request the ~~College Relations Commission~~ **Minister of Labour** to appoint an ESRFA and the ESRFA shall, upon appointment by the ~~College Relations Commission~~ **Minister of Labour**, have the same powers as if the appointment had been made by the College and the Union Local.

Housekeeping

[Agreed-to by the parties, subject to ratification.]

Article 32 – Grievance Procedures

32.03 A If a matter is referred to arbitration, the process contained in this Article shall apply or, by mutual agreement of the College and the Union Local, the process contained in Article 33, Expedited Arbitration Process, may be utilized. Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a Board of three arbitrators composed of an arbitrator appointed by each of the College and the Union and a third arbitrator who shall be Chair. The Chair shall be selected from the following panel:

G. Brent	R. MacDowell
H. Brown	R. McLaren
D. Carter	M. Picher
L. Davie	P. Picher
J. Devlin	O. Shime
R. Howe	D. Starkman
P. Knopf	S. Tacon
<u>J. Bloch</u>	<u>D. Leighton</u>
<u>N. Jesin</u>	<u>J. Parmar</u>
(...)	

Modify the arbitrators list.

32.03 D The arbitration board shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith; nor to deal with any matter that is not a proper matter for grievance under this Agreement. **Section 14 (16) of the Colleges Collective Bargaining Act 2008 shall not apply.**

Maintain the mandatory time limits in the Collective Agreement.

Article 35 – Definitions

35.01 A The terms “base salary” and “annual base salary” when used in this Collective Agreement refer to the employee’s rate of compensation resulting from the employee’s step placement on the applicable Salary Schedule ~~plus the Recognition Allowance under 14.03 A 6,~~ but exclusive of additional amounts as referred to in 35.01 B.

Housekeeping

[Agreed-to by the parties, subject to ratification.]

Article 36 – Duration

36.01 This Agreement shall take effect commencing on **November 18, 2009, save and except the changes to article 19.07 B which is effective December 1, 2009 and articles 11.01 E 3, 11.01 F 2, 11.02 C 2, 11.08 and 11.09 which are effective January 31, 2010** and shall have no retroactive effect or application (except Salary Schedules in Article 14 and Article 26) and shall continue in full force and effect until August 31, **2012**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing in **June 2012**, that it desires to amend this Agreement.

Modify the duration of the collective agreement to reflect the new expiry date and the times when various provisions were introduced.

Appendix I- Standard Workload Form

- Modify SWF to delete reference to partial-load, sessional and part-time.
- Modify SWF by changing "complementary functions for academic year" to "complementary functions for academic year or SWF period."
- Add column to SFW for “additional attributed” in evaluation section.

Appendix III

Dental Plan Covered Dental Services and Procedure Codes

In the event that the Ontario Dental Association (ODA) amends its procedural codes or schedules during the term of this agreement, the parties shall maintain coverage as set out in this agreement, including co-insurance arrangements, or in the Dental Plan. The Dental Plan itself shall continue to be amended as necessary in accordance with the past practices among the insurer and the parties to the Agreement, and in respect of the ODA schedules.

Simplify the Dental Plan language.

[Agreed-to by the parties, subject to ratification.]

Specific dental care procedures and services covered by schedules A, B, C, D and E, and the ODA procedural codes or schedules for such procedures and services are available at [website] maintained by the Council. Printed copies can also be obtained on request from the College Human Resources department.

SCHEDULE A, B, C, D

Refer to Article 19 for specific coverage

SCHEDULE E

Refer to Article 19 for specific coverage

Construction and insertion of bridges or standard dentures more often than

once in a three year period is considered an eligible expense if such becomes necessary because:

- (a) it is needed to replace a bridge or a standard denture which has caused temporomandibular joint disturbance, and which cannot be economically modified to correct the condition, or
- (b) it is needed to replace a standard denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required.

Letters of Understanding

Include a reference in each Letter of Understanding as to when it was first introduced.

This will bring clarity to the relevance of the letters of understanding.

[November 18, 2009]

Original: September 21, 1985

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to September 1, 2009, notwithstanding 36.01.

Increase LTD payments to reflect the Sept. 1, 2009 wage increase. [Agreed-to by the parties, subject to ratification.]

[November 18, 2009]

Original: June 3, 1992

~~Re: College Relations Commission Information Service (CRCIS)~~

Re: Collective Bargaining Information Services - Advisory Committee (CBIS)

This will serve to confirm the parties, through the Report of the Wages & Benefits Task Force (July 1991), have established an advisory committee to assist the ~~College Relations Commission (CRC)~~ **Ministry of Labour Collective Bargaining Information Services (CBIS)** in gathering and analyzing data for collective bargaining purposes.

Housekeeping [Agreed-to by the parties, subject to ratification.]

The ~~CRCIS~~ **CBIS** Advisory Committee will identify the information to be collected, develop formats for coding the information received, recommend the types of analysis to be performed on the data, and its dissemination.

The membership of the ~~CRCIS~~ **CBIS** Advisory Committee will be composed of an independent member to be chosen by the ~~CRC~~ **CBIS** and two nominees appointed by each party.

The parties agree to cooperate with the ~~CRC~~ **CBIS** in the development and collection of data and data systems and will make best efforts to ensure that the individual Colleges and Union Locals will perform their respective functions.

Each College and Union Local will appoint one member of the local college administration and one member of the Union Local who are to be responsible for ensuring that the collections and transmittal of college level data to the ERCS **CBIS** is carried out in a consistent and regular basis.

[November 18, 2009]

Re: Drug Card

The parties agree to the implementation of a pay-direct, point-of-sale drug card for Academic employees.

The drug card will not affect the definition of eligible drugs nor any other terms of the Extended Health Care plan. It will strictly provide an alternate payment method for drug claims. The drug card may be used for the purchase of insulin where the necessary documentation from the patient's physician has been submitted. The drug card may be used for the purchase of over-the-counter medications provided that the patient has submitted the necessary documentation from their physician to substantiate the need for the medication in dealing with a chronic condition.

The drug card will provide automatic coordination with a spousal drug card (with a potential outcome of 100% payment through the combined cards).

Any costs associated with the introduction of the drug card for Academic Full-Time and Partial-Load employees will be treated as a cost to the employer.

[November 18, 2009]

Re: Changes to College's Mandate or Objects

When a significant change to the College's mandate or objects is directed by the Government, the parties agree to establish a Joint Task Force made up equally of representatives of the Local Union and the College.

The functions of the Joint Task Force shall include making recommendations to:

1. **achieve the objectives of the changed mandate or objects;**
2. **facilitate any necessary reassignment of employees;**
3. **facilitate any retraining that may seem appropriate;**
4. **reduce any negative impact on employees.**

The Joint Task Force is not an alternative to the existing bodies and provisions set out in the Collective Agreement.

Class Definition - Librarian (New)

(Delete existing Librarian 1 & Librarian 2)

This class covers the position of a Librarian which combines the theoretical knowledge of library science, information studies and

Include language relating to the implementation of the drug card.

[Agreed-to by the parties, subject to ratification.]

Provide the Local Union input when a significant change to the college's mandate or objects is directed by the government.

[Agreed-to by the parties, subject to ratification.]

The Librarian classifications were merged into one classification. The proposed

subject disciplines with the practical application of educational technologies for the purposes of information storage, retrieval and dissemination. Librarians are members of an academic community who share with faculty colleagues in the responsibility of imparting life-long learning skills to students and are responsible for the collection, dissemination, and organization of bibliographic and learning resources in the College. Librarians may assist with administrative functions or provide guidance to support staff assigned to their areas of responsibility.

classification was developed with input from the Heads of Libraries and Learning Resources Committee.

Librarians may be responsible for specific academic subject areas or a particular function within the organization. Areas may include collection and resource development, information provision and dissemination, information literacy instruction and staff training, cataloguing, library computer systems coordination, outreach, scholarly communications, and project planning. Academic librarians monitor current trends and services in the field and provide leadership in library and information services development.

Other related duties may be assigned. Librarians are accountable to the College through designated management personnel and are assigned specific roles and tasks by management on hiring or re-assignment.

Qualifications: Master of Library and Information Studies or equivalent degree from an American Library Association accredited institution.