

# **SUPPORT STAFF COLLECTIVE AGREEMENT**

BETWEEN: COLLEGE COMPENSATION AND APPOINTMENTS COUNCIL  
(FOR COLLEGES OF APPLIED ARTS AND  
TECHNOLOGY)

AND: ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(FOR SUPPORT STAFF EMPLOYEES)

EFFECTIVE FROM: SEPTEMBER 1, 2003  
TO: AUGUST 31, 2005

05214(10)

**AGREEMENT MADE THIS 2<sup>nd</sup> DAY OF  
December, 2003, BETWEEN:**

COLLEGE COMPENSATION AND APPOINTMENTS COUNCIL  
(hereinafter referred to as the "Council")

acting through its Human Resources Committee with respect to and on behalf of the  
Colleges of Applied Arts and Technology  
(hereinafter referred to as the "College" or "Colleges")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter referred to as the "Union")

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## **1. RECOGNITION**

### **1.1 Exclusive Bargaining Agent**

The Union is recognized as the exclusive bargaining agent for all Support Staff employees of the Colleges, save and except:

- foremen and supervisors;
- persons above the rank of foreman or supervisor;
- employees performing duties that require the use of confidential information relating to employee relations and the formulation of the College budget or the Campus budget, as the case may be;
- persons regularly employed for twenty-four (24) hours per week or less;
- students employed on a cooperative educational training program, with a school, college or university;
- graduates of the College employed for up to twelve (12) months following completion of their courses and associated with certification, registration or other licencing requirements;
- persons hired for a project of a non-recurring kind.

### **1.2 Staffing Considerations**

Recognizing that the College reserves the right as provided in Article 3, to determine the number and composition of full-time, part-time, and otherwise excluded positions, and to determine the work assignments that are appropriate in each case, the College will give preference to full-time over part-time assignments, and to convert part-time to full-time assignments where feasible, subject to such operational requirements as may be appropriate.

### **1.3 Binding on Parties**

This Agreement is binding on the parties hereto and the employees as defined in Article 1.1.

### **1.4 Excluded Persons**

Persons who are found to be bargaining unit employees as a result of specific decisions of the Ontario Labour Relations Board or by agreement of the Council/College and the Union, and whose former status was administrative or excluded staff, shall be governed by this Agreement and Appendix B.

### **1.5 No Strikes and No Lockouts**

The Union agrees there shall be no strike and the Council agrees there shall be no lockout; "Strike" and "Lockout" being defined in the *Colleges Collective Bargaining Act*, 1990.

### **1.6 Non-Recurring Projects**

An individual may not be maintained in a project of a non-recurring kind for a period of more than twelve **(12)** continuous months unless there is an extension agreed upon in writing between the Local Union and the College.

## **2. RELATIONSHIP**

### **2.1 Interference**

The Colleges and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.

### **2.2 Union Activities**

The Union agrees there will be no union activities on the premises of the Colleges, except as specifically referred to in this Agreement or approved in writing by the College.

### **2.3 Ontario Human Rights**

The parties agree that in accordance with the provisions of the *Ontario Human Rights Code* there shall be no discrimination against any employee by the Union or the College because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

Accommodation, if it is requested by the employee and it is determined to be required, is the duty of the College, the Union and the employee.

### **2.4 Masculine/Feminine**

Whenever the masculine is used in this Agreement, it shall be also considered as if the feminine has been used.

### **2.5 Employment Equity**

The College and the Union recognize a shared commitment to achieving employment equity in the College by ensuring that the Local Union is consulted with respect to the appropriate mechanisms created by the College to establish and implement employment equity systems, policies and practices.



### **3. MANAGEMENT FUNCTIONS**

#### **3.1 Union Acknowledgements**

The Union acknowledges that it is the exclusive function of the Colleges to:

- maintain order, discipline and efficiency;
- hire, discharge, transfer, classify, assign, appoint, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance as provided for in this Agreement;
- generally to manage the College and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

The Colleges agree that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **4. UNION/MANAGEMENT INTERESTS**

### **4.1 Seniority List**

The College shall prepare and send a copy of the seniority list showing the employee's seniority, classification, payband, department, and home campus once every four (4) months to the Local Union President and the Union Head Office. A copy of the seniority list shall be posted at each Campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.

### **4.2 Union College Campus Committees**

The Union may appoint a Committee at each College composed of up to three (3) members from among employees who have completed the probationary period. At least two (2) of the members of the Committee shall be appointed on a regular basis. The third member may be appointed on an ad hoc basis where his/her knowledge or experience is relevant to discussion at meetings under this Article. Where a College has another Campus more than thirty (30) km away from the College's main Campus, with at least twenty (20) employees covered by this Agreement employed thereat, the Union may appoint a Union Campus Committee of up to two (2) members from employees on that Campus who have completed their probationary period.

#### **4.2.1 Membership**

The President of the Local Union shall head the Union College Campus Committee where he/she is located and he/she shall designate the employee to head the Committee at any other Campus location referred to above. It shall be the responsibility of the Union to supply the College with the names of the members (and head of the Union College and/or Union Campus Committee(s)).

#### **4.2.2 Functions**

An equal number of College or Campus officials will meet with the Union College Campus Committee at a mutually agreed time and place provided that either party request a meeting. Such a meeting shall be held within seven (7) days of receipt of a request unless otherwise agreed upon. Notice of a request for a meeting shall be accompanied by an agenda of matters proposed to be discussed. It is agreed that matters subject to local discussion include:

- the local application of the Agreement including work schedules;
- clarification of procedures or conditions causing misunderstanding or grievances including meeting facilities;
- other matters which are mutually agreed upon;

- employment equity programs;
- employment stability.

It is agreed that where a meeting as contemplated in this sub-article takes place by mutual consent, during regular working hours, members of the Committee appointed by the Local Union shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attending such a meeting. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend such a meeting shall not be unreasonably withheld consistent with College operating requirements.

#### **4.2.3 Excluded Matters**

It is agreed that meetings under this Section shall not concern or entertain matters that are properly the subject of meetings as provided in Articles 18 and 19.

### **4.3 List of Part-Time Employees**

Once every four **(4)** months, the Local Union may request in writing a list of persons regularly employed for twenty-four **(24)** hours per week or less, who have been employed continuously for two **(2)** months or more and persons hired for projects of a non-recurring kind. Within fifteen (15) working days of the request, the College shall supply the list showing the name, start date, anticipated termination date if known, job performed, department, payband, estimated average hours per week, and regular work location, of each such employee.

Within ten (10) days of receipt of the said list, the Local Union may request that it be discussed at a meeting of the Committee constituted under Article **4.2.2**. At such a meeting the College shall provide explanations for assigning work on the basis of part-time and full-time assignments, and the nature of any projects of a non-recurring kind for which people were hired in the preceding four **(4)** months. The College shall consider any representations which the Local Union may make with respect to the assigning of work on a full-time or part-time basis; concerning the feasibility of converting part-time to full-time assignments; and concerning the staffing of positions resulting from projects of a non-recurring kind.

## **4.4 New Employees**

### **4.4.1 List of New Employees**

Once every month, the College shall give to the Local Union President a list of all new employees. This list will include for each new employee his/her name, classification, payband, department, and home campus, where ordinarily assigned.

### **4.4.2 Employee Orientation**

Where a College has a formal orientation meeting with a group of new employees, the Local Union will be given an opportunity to address the group during the meeting for the purpose of assisting the College in orienting the new employees to the College.

## **4.5 Work of Personal Nature**

Employees shall not be required to do work of a personal nature which is not connected with the operation of the College.

## **4.6 Sexual Harassment**

The Colleges and the Union are aware of the provisions of the *Ontario Human Rights Code* that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the President or his/her designate and who is not the person against whom the complaint is made.

It is agreed that the complainant may choose a Union representative to assist him/her in presenting the complaint.

At any point in the procedure the complaint may be referred to the Human Rights Commission.

#### **4.7 Employee/Employer Relations Committee**

The parties have agreed to the establishment of an Employee/Employer Relations Committee which is currently operating under terms of reference, which may be altered by the parties, from time to time, by mutual agreement.

#### **4.8 Joint Classification Committee**

The parties have agreed to the establishment of a Joint Classification Committee which is currently operating under the terms of reference found in Appendix F, which may be altered by the parties, from time to time, by mutual agreement.

#### **4.9 Joint Insurance Committee**

The parties have agreed to the establishment of a Joint Insurance Committee which is currently operating under the terms of reference found in Appendix A, which may be altered by the parties, from time to time, by mutual agreement.

#### **4.10 Grievance Scheduling Committee**

The parties have agreed to the establishment of a Grievance Scheduling Committee which is currently operating under terms of reference, which may be altered by the parties, from time to time, by mutual agreement.

## **5. UNION MATTERS**

### **5.1 Leave of Absence - General**

#### **5.1.1 Leaves of Absence Reimbursed by the Union**

Leaves of absence with pay may be granted to employees to permit their attendance at conventions, schools and seminars conducted by the Union and to employee(s) who are elected to the Executive Board of the Union or the Divisional Executive. The Union shall reimburse the College for all pay during such leaves and the College will endeavour to bill quarterly.

#### **5.1.2 Leave of Absence - Union Representatives**

Leave of absence with pay may be granted to:

- employee representatives who attend meetings with College representatives on provincial matters;
- employee representatives who are members of the Employee/Employer Relations Committee, the Joint Insurance Committee (Support Staff), Grievance Scheduling Committee, the CAAT Pension Plan and the Joint Classification Committee for the days of necessary attendance at meetings of such committees:

The Union shall reimburse the College for fifty per cent (50%) of all pay during leaves of absence under Article 5.1.2. The College will endeavour to bill quarterly.

#### **5.1.3 Union Negotiating Committee**

Leave of absence shall be granted to not more than seven (7) employee representatives selected to negotiate the renewal of the Collective Agreement for necessary time off including travel time, direct negotiating time, and necessary preparation time. The Union shall reimburse the College for all pay during such leave except for the days scheduled by the parties for direct negotiations and up to a maximum of seven (7) days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.

#### **5.1.4 Leaves of Absence - Conditions**

Leaves of absence described in Articles 5.1.1 and 5.1.2 shall not be unreasonably withheld, recognizing the need of efficiency of operations of the College. Where possible, the employee will provide at least two (2) weeks' notice to the supervisor of absence requested under Articles 5.1.1 and 5.1.2.

## **5.2 Time Off**

In addition to time off granted under Articles 5.1 and 18.2.6, the College recognizes that additional time off during regular working hours may be necessary for the purpose of assisting employees and the Local Union in the administration of the Collective Agreement and the business directly pertinent thereto. In such a case, the Local Union may advise the College of up to three (3) employees who may be appointed or designated hereunder, it being understood that any time off granted shall not hinder or interfere with the regular performance of the employee's duties and responsibilities.

Unless otherwise agreed, time off for Local Union business hereunder shall not exceed:

- a maximum of nine **(9)** hours per week, where the Support Staff complement at a College is less than two hundred (200) employees, or
- a maximum of twelve (12) hours per week, where the Support Staff complement at a College is two hundred (200) employees or more, but less than three hundred and fifty (350) employees, so long as no one (1) employee appointed or designated hereunder utilizes more than two-thirds of the hours specified in both of the above as the case may be.
- a maximum of fifteen (15) hours per week, where the Support Staff complement at a College is three hundred and fifty (350) or more, so long as no one (1) employee appointed or designated hereunder utilizes more than two-thirds of the hours specified.
- the Local Union shall reimburse the College for twenty-five per cent (25%) of all pay for any leaves of absence granted hereunder on a regular basis as billed by the College. The formula for distributing the fifteen (15) hours referred to in the 3rd item above may be altered by mutual written agreement of the Local Union and the College.

## **5.3 Full-Time Assignment**

Upon application in writing by the Union to the Human Resources Committee with notice to the affected Colleges, a leave of absence shall be granted to two **(2)** employees from the Support Staff Bargaining Unit of the CAAT System elected to full-time positions with the Union. Such leave(s) of absence shall be for a period of one (1) term of office (two (2) years from the date of election) unless extended for a specific period on agreement of the parties. Such leave(s) of absence shall be without pay and benefits, but the employee shall, notwithstanding Article 14.2, accumulate full seniority during such leave(s) of absence.

## **5.4 Union Deductions**

### **5.4.1 Authorization**

There shall be deducted from the regular pay of every employee in the bargaining unit an amount equal to the regular monthly dues as authorized under the by-laws of the Union.

### **5.4.2 Application**

Article 5.4.1 shall have no application to an employee who is successful in satisfying the requirements of Section 53(2) of the **Colleges Collective Bargaining Act**, 1990 as to his/her religious convictions or belief.

### **5.4.3 Remittance of Dues**

Any amounts so deducted shall, subject to Article 5.4.2, be remitted to the Union Head Office. The cheque shall be accompanied by a list of the employees from whom the deductions have been made (a copy of the list shall be sent to the Local Union President) and forwarded by the 15th day of the month following the month in which such deductions have been made. The list of employees referred to herein shall be in alphabetical order by surname and shall include the employee's social insurance number.

The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

## **5.5 Notices**

### **5.5.1 Accessibility (Notice Boards)**

Each College shall supply adequate notice boards in appropriate locations designated by the College and accessible to employees for the posting of Union Notices which have received the prior approval of the College. Their use shall be restricted to Union Notices pertaining to matters relating to employees covered by this Agreement unless otherwise agreed.

## **5.6 Collective Agreement**

### **5.6.1 Copy of Agreement**

Following his/her date of hire, a copy of this Agreement shall be provided by the College to each new employee, and at the same time, the College shall notify the new employee of the name of his/her Steward or Local Union Officer.



### **5.6.2 Printing of Agreement**

The cost of printing the Collective Agreement booklets will be shared equally by the Council and the Union subject to mutual agreement as to format and production arrangements.

### **5.6.3 French/English Language Versions of Agreement**

The parties agree that a French language and an English language version of this Agreement shall be prepared. With respect to any dispute arising at a French language College, the French language version of this Agreement shall prevail. With respect to any dispute arising at an English language College, the English language version of this Agreement shall prevail. With respect to any dispute arising at a bilingual College, the version of the Agreement that will prevail shall be as designated by the grievor.

### **5.7 Local Union Notification**

The Local Union agrees to notify the College of the name(s) of the current Steward(s) and Local Union Officers within a reasonable time of the appointment date.

## **6. WORK SCHEDULES**

### **6.1 Hours of Work**

#### **6.1.1 Normal Work Week**

The normal work week for employees will be:

- thirty-five (35) hours per week or seven (7) hours per day,
- thirty-six and one-quarter (36%) hours per week or seven and one-quarter (7%) hours per day,
- thirty-seven and one-half (37%) hours per week or seven and one-half (7%) hours per day,
- forty (40) hours per week or eight (8) hours per day,

as designated by the College, and scheduled on five (5) consecutive days except with respect to employees engaged in continuous operations or on special shifts.

#### **6.1.2 Retention of Existing Hours of Work**

##### **6.1.2.1 Less than Forty (40) Hours per Week**

An employee hired prior to September 1, 1997, who as of that date is scheduled to work a normal work week of less than forty (40) hours per week, shall not be scheduled to work a normal work week of forty (40) hours per week while he/she remains in his/her current position, unless agreed to by the employee.

##### **6.1.2.2 Forty (40) Hours per Week**

An employee hired prior to September 1, 1997, who as of that date is scheduled to work a normal work week of forty (40) hours per week, shall not have his/her normal work week reduced from forty (40) hours per week so long as he/she remains in one of the following job families;

- Operating Engineer
- Caretaker
- Food Service Worker
- Clerk Supply
- General Maintenance Worker
- Skilled Trades Worker
- Driver
- Bus Driver
- Security Guard,

unless the employee is the successful applicant for a job posting in one of these job families which has been posted specifying fewer hours.

### **6.1.3 Understanding**

It is understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever. It is understood and agreed that where the normal weekly or daily hours as referred to in Article 6.1.1 above are to be changed, the College shall discuss such changes with the Union College/Campus Committee and hear any representations by it prior to implementation providing such representations are made promptly.

### **6.1.4 Flexible Hours of Work**

Where a College and the Local Union agree and where affected employees approve, the College may implement more flexible hours of work and scheduling arrangements than those provided in Article 6, such as compressed work weeks and job sharing arrangements, except that Article 6.3.1 cannot be varied. Any such variation of any section of Article 6 will be specified in the local agreement. Each agreement shall contain the position/classification, campus location, shift and names of the employees affected.

Such agreements shall not provide a monetary advantage or disadvantage to the College or to affected employees relative to employees working regular hours. Either party may terminate the local agreement and return to regular schedules or hours of work with two (2) weeks' notice.

Such local agreements shall be signed by the College, the Local Union President and the President of OPSEU and apply for the specific terms agreed upon, but in any event, shall not continue beyond the term of this Agreement.

## **6.2 Overtime**

### **6.2.1 Overtime Rate**

An employee shall be paid at the overtime rate of time and one-half the employee's hourly rate for authorized work performed:

- consisting of a work period of at least one-quarter hour in a day over the normal daily hours designated by the College of seven (7), seven and one-quarter (7¼), seven and one-half (7½) or eight (8) for the employees concerned; or

- consisting of a cumulative work period of at least one-half hour over the normal work week of thirty-five (35), thirty-six and one-quarter (36¼), thirty-seven and one-half (37½) or forty (40) hours per week as may be designated by the College for the employees concerned; or
- on an employee's sixth day of work in the week concerned.

### **6.2.2 Seventh Day - Double Time**

Employees referred to in Article 6.1.1 shall be entitled to payment at the overtime rate of double the employee's hourly rate for all authorized work performed on the employee's seventh day of work in the week concerned.

Employees engaged in continuous operations or on special shifts excluded from Article 6.1.1 shall nevertheless be entitled to payment at the overtime rate of double the employee's hourly rate for all authorized work performed on what amounts to any second day of rest in their schedule provided they have completed their regularly scheduled days of work and performed work on what amounts to any first day of rest in their schedule. Employees who have completed their regularly scheduled days of work but have not performed work on what amounts to any first day of rest in their schedule shall receive time and one-half their hourly rate for authorized work performed on what amounts to any second day of rest in their schedule.

### **6.2.3 Overtime Pay - No Pyramiding**

There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is payable.

### **6.2.4 Payment/Lieu Time**

Where an employee has worked and accumulated authorized overtime under Article 6 (except overtime hours performed on a holiday defined in Article 10) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate. Where the employee elects time off at the applicable overtime rate, such time off must be taken within sixty (60) calendar days of the occurrence of the overtime (unless extended by agreement of the College and the employee) at a time determined by the College and satisfactory to the employee. Where time off in lieu is not taken on the foregoing basis, payment shall be made in accordance with the applicable overtime rate.

### **6.2.5 Overtime Rights**

The parties to this Agreement recognize that College operations may require the performance of overtime work and that employees will co-operate in the performance of such work. The College will advise employees of required overtime as far in advance as practicable and, in any event, will give notice of scheduled overtime required prior to the conclusion of the preceding work day except in circumstances beyond its reasonable control. The Colleges agree to attempt to distribute available overtime work as equitably as practicable amongst qualified employees in the work groups in which overtime work is required. Whether or not advance notice of required overtime has been given, the College shall take into consideration the legitimate requests of employees to be excused where the performance of overtime by such employees would cause undue hardship or serious inconvenience. Employees who have been excused on this basis shall be deemed to have worked such overtime for the purposes of considering equitable distribution. Where an employee claims improper distribution of overtime under these provisions and such claim is either agreed to or determined to be valid, the College's obligation shall be limited to offering such employee the next opportunities to perform scheduled overtime work in his/her work group that he/she is qualified and willing to perform until such time as the inequity has been addressed.

## **6.3 Shift Schedules**

### **6.3.1 Split Shifts**

There shall be no split shifts during the term of this Agreement.

### **6.3.2 Shift Rotation**

Where employees are required to rotate amongst shifts, the College shall endeavour to schedule shifts so that there will be a minimum of fifteen (15) hours, or less if the Local Union and the College agree and the affected employee approves, between the end of the employee's regularly scheduled shift and the commencement of his/her new shift. Where there is one (1) or two (2) days off between the change of shift, the College shall endeavour to provide for thirty-nine (39) hours and sixty (60) hours, respectively, between the end of the employee's regularly scheduled shift and the commencement of his/her new shift.

### **6.3.3 Notice of Shift Change**

The College will give at least three (3) weeks' notice with respect to changes in scheduled shifts except in circumstances beyond its control. The College further agrees that where major changes in shift schedules (including new shift schedules) are to be implemented, it will first discuss such changes with the Union College/Campus Committee and hear any

representations by it provided such representations are made promptly and will attempt, in any such case, to give at least four (4) weeks' notice.

#### **6.4 Call Back**

Where an employee has completed his/her regularly scheduled hours of work and is subsequently called back before the commencement of his/her next regularly scheduled shift, he/she shall receive payment for all hours worked at the applicable overtime rate with a minimum guarantee of four (4) hours overtime at time and one-half his/her regular rate of pay except to the extent that such period of four (4) hours overlaps or extends into his/her regular hours of work. It is understood that this provision has no application in cases of change in an employee's regular hours of work or scheduled overtime including overtime commencing immediately following the completion of an employee's regular schedule of work.

#### **6.5 Meal Allowance**

Where an employee is required to work more than three (3) continuous hours on completion of his/her regular shift and has not been given notice of such overtime on the prior day or before, he/she shall be entitled to a meal allowance not to exceed ten dollars (\$10.00).

#### **6.6 Averaging Hours Worked**

##### **6.6.1 Union Discussions**

Notwithstanding Articles 6.1 to 6.5, where a College asserts that one (1) or more employees are engaged on special shifts, and seeks to apply the provisions set out in Appendix C (Averaging of Hours of Work), it shall discuss the matter with the Union College/Campus Committee and hear any representations by it prior to implementation provided such representations are made promptly. Following such discussion, implementation may be effected. After one (1) year, the Local Union may ask the College to review the arrangement to ensure the conditions outlined in point one (1) of Appendix C continue to apply. If those conditions are not applicable, then the Appendix C arrangement will no longer apply. In all other cases, overtime payment will be in accordance with Articles 6.1 to 6.5.

##### **6.6.2 Retention of Standard Hours**

No employee employed as of September 1, 1997, other than a Support Services Officer, Programmer, Programmer/Analyst, Systems Analyst or Technical Support Specialist shall have Appendix C (Averaging of Hours of Work) applied while he/she remains in his/her current position, unless agreed to by the employee.

## **6.7 Rest Periods**

Rest periods and any refreshment facilities required shall be as established from time to time by the College following discussion with the Union College/Campus Committee.

## **6.8 Work at Home**

Where the College requires and assigns the performance of work by an employee at home, it shall be subject to all the provisions of this Article save and except Article 6.5.

## **7. WAGES**

### **7.1 Wage Rates**

The ranges of wage rates are as set out in Appendix E hereto on the effective dates as therein provided.

### **7.2 Classifications**

Classifications shall be listed in Appendix E(i) of this Agreement and the various grades or levels within a family of jobs (for example, Clerk A to D, General) shall each be a separate classification.

#### **7.2.1 Atypical Position**

An atypical position is a position within a job family which is given a core point rating which places the position on a payband not occupied by a classification within that job family or is a position which has no job family in Appendix E(i), appropriate to the duties and responsibilities assigned.

#### **7.2.2 Position Description Form**

Each employee will be provided with a copy of his/her Position Description Form (PDF).

#### **7.2.3 Classification Information**

Upon written request by the employee the College will indicate in writing whether the employee's position is a guide charted or core point rated position and if the position is core point rated, give the core point rating by factor for the position within ten (10) days of receipt of the written request.

## **7.3 Progression**

### **7.3.1 Movement Through the Wage Rate Steps**

Employees shall progress in accordance with the increments set out in the paybands as set out in Appendix E based on actual service in the classification.



Employees whose classifications are governed by less than six **(6)** wage rate steps shall progress as follows:

- employees in classifications with three (3) steps are paid at the two (2) year rate on hire into the classification, the three (3) year rate at six (6) months and the four (4) year rate at one (1) year;
- employees in classifications with four (4) steps are paid at the one (1) year rate on hire into the classification, the two **(2)** year rate at six (6) months, the three (3) year rate at one (1) year and the four (4) year rate at two **(2)** years;
- employees in classifications with five (5) steps are paid at the six **(6)** month rate on hire into the classification; the one (1) year rate at six (6) months; the two **(2)** year rate at one (1) year; the three (3) year rate at two (2) years and the four (4) year rate at three (3) years.

#### **7.4 Pay Period**

The College shall pay employees every two **(2)** weeks. The College shall endeavour to include payment for overtime worked in the first pay period following the pay period in which the overtime was worked.

#### **7.5 Shift Premium**

The College shall pay a shift premium of sixty (60) cents per hour for all regular hours worked between 5 p.m. and midnight and seventy-five (75) cents per hour for all regular hours worked between midnight and 6 a.m. Where more than fifty per cent (50%) of the hours worked on any regular shift fall within a period attracting the higher premium, the higher premium shall be paid for all regular hours worked.

#### **7.6 Lead Hand Premium**

Where the College determines that it is required, a Lead Hand may be designated within a work group, giving due consideration to the ability, qualifications required for the position and seniority, in making the appointment. Where the College assigns an employee to Lead Hand responsibilities, the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over his/her then current classification rate for all hours worked during such assignment,

The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.

## **8. BENEFITS**

### **8.1 Insurance**

#### **8.1.1 Life Insurance**

During the term of this Agreement, the Colleges shall pay one hundred per cent (100%) of the monthly premiums of the current basic life insurance plan to provide for term insurance coverage of \$25,000.00 on the life of the employee and including a rider providing for the same coverage for accidental death or dismemberment.

The Colleges will provide supplementary life insurance on a voluntary basis in units of \$10,000.00 each to a maximum of five (5) units. The Colleges shall pay sixty per cent (60%) of the monthly premiums and the balance of the premiums will be paid by subscribing employees through payroll deduction.

#### **8.1.2 Ontario Health Insurance Plan**

The parties recognize that the method of funding OHIP has been changed from an individually paid premium to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium for health insurance, the parties agree that the Colleges will resume paying 100% of the billed premium for employees.

#### **8.1.3 Short Term Disability**

##### **8.1.3.1 Accumulation - Full Pay**

During the term of this Agreement, the Colleges will continue the Short Term Disability Income Plan presently in effect, to provide the first ten (10) days at full pay in any one (1) plan year (which begins on September 1 of each year), the details of which are published in the Group Benefit Program booklet, as amended from time to time by the Joint Insurance Committee (JIC). Employees in their first year of employment will have their ten (10) days entitlement pro-rated in proportion to the amount of the year that they work. In addition, unused days payable at one hundred per cent (100%) in any plan year can be carried forward to provide additional days at one hundred per cent (100%) in future years. Effective September 1, 2000, 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.

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.

#### **8.1.3.2 Duration of Coverage- Partial Pay**

For the duration of coverage the Plan shall provide benefits of seventy-five per cent (75%) of regular earnings for total coverage under the Short Term Disability Income Plan of one hundred and thirty (130) days. An adjustment will be made in a future pay period, when the College's reporting procedures result in an employee receiving full pay for a portion of the period that the employee was entitled to receive seventy-five per cent (75%) of regular earnings.

#### **8.1.3.3 College Paid (STD)**

The total cost of the Short Term Disability Income Plan will be paid in full by the Colleges. The Colleges will also establish the normal provisions and limitations as to benefit eligibility and coverage.

#### **8.1.4 Long Term Disability**

The Long Term Disability Income Plan shall provide benefits of sixty-six and two-thirds per cent ( $66\frac{2}{3}\%$ ) of regular earnings. Details of the Plan are published in the revised Group Benefit Program folder.

The Colleges shall contribute seventy-five per cent (75%) of the present premiums towards coverage of eligible employees subject to the payment of the balance of premiums by the employees through payroll deduction and subject to the eligibility requirements provided under such Plan. It is understood and agreed that employees eligible for and receiving disability payments under the Plan up to September 1, 1974, shall continue to receive benefits under the original Plan providing for benefits of sixty per cent (60%) of regular earnings so long as such disability continues and subject to the provisions of the original Plan.

The College shall pay one hundred per cent (100%) of the premiums payable for Life Insurance, OHIP, Extended Health, Dental Plan, Vision Care and Hearing Care, on behalf of persons receiving Long Term Disability payments, provided that such persons were subscribing to such benefits on the date the Long Term Disability payments commenced, if the person so desires.

#### **8.1.4.1 Return from Long Term Disability**

Where a person who is eligible to receive LTD benefits is medically capable of returning to his/her former position within twenty-four **(24)** months of being eligible to receive benefits, the person shall be assigned, within a reasonable period of time, to:

1. his/her former position, if such position continues to exist, or
2. a comparable classification in the same payband to his/her former position, provided he/she is capable of performing the job and such a position exists.

When the employee works less than the normal hours of work assigned to the position to which he/she has returned, his/her salary, Short Term Disability payments (if entitled) and vacation pay shall be prorated accordingly.

A person shall not be required to return to work within twenty-four **(24)** months of being eligible to receive LTD benefits, unless he/she is medically capable of performing the duties of his/her former position.

#### **8.1.5 Extended Health**

The Colleges agree during the term of this Agreement, to contribute one hundred per cent (100%) of the present premiums towards the current Extended Health Benefit Plan subject to the eligibility requirements provided under such Plan.

#### **8.1.6 Dental**

The Colleges agree, during the term of this Agreement, to pay one hundred per cent (100%) of the billed premiums of an insured dental plan for coverage of eligible full-time employees on the active payroll who have completed their probationary period. The Plan provides coverage for Basic Services, Endodontics and Periodontics, Restorative Dental and Surgical Procedures and Prosthodontic Services including dentures (Types A, B, C) and the ODA schedule for the immediately preceding year, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for Types A, B, C shall be \$2,000.00 per person per plan year.

In addition, the Plan will provide coverage on a non-cosmetic basis for crowns and bridges to be reimbursed at fifty per cent (50%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for the crowns and bridges coverage (Type E) shall be \$2,000 per person per plan year.

The Colleges will pay one hundred per cent (100%) of the billed premium for an insured dental plan with Orthodontics Procedures with \$2,500.00 lifetime maximum per person covered regardless of age and fifty per cent (50%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan.

Employees may opt out if, in their judgment, they have full coverage through a spouse's Plan. Details of the Plan are published in the revised Group Benefit Plan booklet.

### **8.1.7 Survivor Benefits**

#### **8.1.7.1 Active Employees**

##### **8.1.7.1.1 Initial Election**

The Colleges agree to continue coverage of Extended Health (including Vision and Hearing Care) and Dental Plan for the dependent survivor of a deceased employee for six (6) months at no cost to the survivor.

Thereafter, effective November 16, 2000, at the option of the dependent survivor, and subject to Article 8.1.7.3, the Colleges shall continue such benefits until the date that the deceased employee would have reached age sixty-five (65).

At the date that the deceased employee would have reached age sixty-five (65), the dependent survivor may elect to continue those benefits set out in Article 8.1.12, in which the survivor is currently enrolled.

#### **8.1.7.2 Retired Employees**

##### **8.1.7.2.1 Retired Prior to Age 65**

At the option of the dependent survivor, and subject to Article 8.1.7.3, the Colleges shall continue coverage of Extended Health (including Vision and Hearing Care) and Dental Care as were in force for the deceased retiree at the time of death until the date that the deceased retiree would have reached age sixty-five (65).

At the date that the deceased retiree would have reached age sixty-five (65), the dependent survivor may elect to continue those benefits set out in Article 8.1.12, in which the survivor is currently enrolled.

#### **8.1.7.2.2 Retired After Age 65**

At the option of the dependent survivor of a retired employee, the College shall continue coverage of Extended Health (including Vision and Hearing Care) and Dental Care under the same terms and conditions set out in Article 8.1.12, provided that such benefits were in force at the date of death.

#### **8.1.7.3 Conditions**

In order to maintain coverage pursuant to Articles 8.1.7.1.1 or 8.1.7.2.1, the dependent survivor shall:

- i) enroll in the Extended Health and Dental Plans as specified by the insurer;
- ii) keep the College informed of any change of address or other information as the College or the insurer may require; and
- iii) pay the College quarterly in advance the full cost of the Plans.

#### **8.1.8 Liability**

Effective during the term of the Agreement, each College shall provide for liability coverage of employee's liability while performing duties or tasks required and authorized by the College or customarily performed as part of the employee's duties.

#### **8.1.9 Spousal and Dependent Insurance**

Effective during the term of this Agreement, the Colleges shall arrange for Dependent and Spousal Insurance coverage for purchase by employees of \$10,000.00 for spouse and \$2,500.00 for each child, the premiums to be entirely paid by the employee by payroll deduction, subject to enrolment requirements, if any.

The Colleges **will** also arrange to have provided spousal supplementary life insurance on a voluntary basis in units of \$10,000.00 each to a maximum of five (5) units, subject to enrolment requirements, if any. The employee shall pay one hundred per cent (100%) of the monthly premiums through payroll deduction.

#### **8.1.10 Vision Care**

During the term of the Agreement, the Colleges agree to pay seventy-five per cent (75%) of the premiums for a Vision Care Plan providing coverage to a maximum of three hundred

dollars (\$300.00) each two (2) years for persons eighteen (18) years of age and over and three hundred dollars (\$300.00) each one (1) year for persons under eighteen (18) years of age for glasses, frames, and contact lenses, subject to eligibility requirements and enrolment requirements, and the balance of the premium shall be deducted by payroll deduction.

#### **8.1.11 Hearing Care**

The Colleges agree to pay seventy-five per cent (75%) of the premiums for the Hearing Aid Plan providing coverage to a maximum of three thousand dollars (\$3,000.00) each three (3) years, per person, subject to eligibility requirements and enrolment requirements and the balance of the premiums shall be deducted by payroll deduction.

#### **8.1.12 Post Retirement Benefits**

##### **8.1.12.1 Extended Health Coverage**

The Colleges agree to include eligible retired employees in the Extended Health Plan at the option of the employee under the following conditions:

1. The retired employee shall pay to the College quarterly in advance, the full cost of the Plan from the date of retirement.
2. Eligibility for such coverage shall be dependent upon:
  - (i) the employee qualifying for benefits under the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Pension Plan;
  - (ii) the employee maintaining eligibility for benefits under OHIP or another medicare plan equivalent to OHIP from another province or territory;
  - (iii) the employee commencing retirement on or after October 1, 1989.
3. Insurable benefits payable under OHIP shall not be payable under the Extended Health Plan.

##### **8.1.12.2 Life Insurance**

Effective November 16, 2000, the College shall make available to a retiring employee, at the time of retirement, life insurance coverage in the amount of \$10,000, with the retiree to pay 100% of the premium. The retired employee shall pay to the College quarterly in advance, the full cost of the coverage.

### **8.1.12.3 Dental Coverage**

The Colleges agree to include eligible retired employees in the Dental Plan at the option of the employee under the following conditions:

1. The retired employee shall pay to the College quarterly in advance, the full cost of the Plan from the date of retirement.
2. Eligibility for such coverage shall be dependent upon:
  - (i) the employee qualifying for benefits under the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Pension Plan;
  - (ii) the employee maintaining eligibility for benefits under OHIP or another medicare plan equivalent to OHIP from another province or territory;
  - (iii) the employee commencing retirement on or after November 16, 2000.
3. Insurable benefits payable under OHIP shall not be payable under the Dental Plan.

### **8.2 Pamphlets/Booklets**

The Colleges shall make available to employees, on a reasonable basis, explanatory pamphlets and/or booklets, in such form as the Colleges may determine, relating to the following:

- Life Insurance (including Supplemental Life);
- Ontario Health Insurance Plan;
- Short Term Disability;
- Long Term Disability;
- Extended Health Benefits;
- Dental Plan;
- Pension Plan;
- Liability Insurance;
- Vision Care Plan;
- Hearing Care Plan.

### **8.3 Kilometrage Allowance**

Effective April 1, 2001, an employee authorized to use his/her car on approved College business including travelling to assigned duties away from his/her normal work location shall be paid kilometrage allowance as follows:



Kilometres Driven	Southern Ontario (cents per km)	Northern Ontario (cents per km)
0 - 4,000 km	33.75	34.25
4,001 - 10,700 km	29.25	29.75
10,701 - 24,000 km	24.75	25.25
More than 24,000 km	20.25	21.25

### 8.3.1 Special Conditions

The boundary between Northern and Southern Ontario shall be:

- Healey Lake (Municipal) Road from Healey Lake easterly to its junction with Highway 612; Highway 612 southerly to its junction with Highway 69; Highway 69 easterly to its junction with Highway 169; Highway 169 easterly to its junction with Highway 118;
- Highway 118 through Bracebridge to its junction with Highway 11;
- Highway 11 northerly to its junction with Highway 60 at Huntsville;
- Highway 60 easterly to its junction with Highway 62 at Killaloe Station;
- Highway 62 to Pembroke;

the above named highways to be included in Southern Ontario; for the purpose of this Article all kilometres outside of Ontario will be at the rates for Southern Ontario. Should the kilometrage rates payable to Bargaining Unit employees covered under the Collective Agreement between Management Board of Cabinet and OPSEU relating to Ontario Public Servants be amended in any way during the term of this Agreement, such amendments shall apply to Article 8.3 above, if applicable, on the same effective date.

## **9. EDUCATION**

### **9.1 Reimbursement for Tuition**

Employees who successfully complete educational courses with the prior approval of the College, either at the College or another educational setting, will be reimbursed by the College for all or part of the tuition fees paid by the employee.

### **9.2 Maintenance of Salary**

An employee absent from work during regular working hours for the purposes of attending courses directly or indirectly related to his/her work and in which the College has directed or approved his/her participation shall not suffer any loss of pay with respect to his/her regular straight time hourly earnings during the period of any such absences.

### **9.3 Developmental Leave**

#### **9.3.1 Purpose and Length of Leave**

The College recognizes that it is in the interests of employees and the College that employees be given the opportunity by the College to pursue developmental activities to further academic or technical skills where such activities will enhance the ability of the employee upon return to employment with the College. A leave application should normally be for between one (1) to twelve (12) months.

#### **9.3.2 Criteria**

Employees who have completed six (6) years of service with the College may apply. The College may consider: the benefit to the College and to the employee of the leave; whether a suitable substitute for the employee is available; length of the leave; and the frequency and duration of prior developmental leaves granted to the employee. Approval of the time off for developmental purposes shall not be unreasonably denied.

#### **9.3.3 Application**

Applications for developmental leave will be submitted in writing to the College at least six (6) months prior to the proposed commencement date, containing a detailed statement of the nature of the proposed leave and its perceived benefit to the College and to the employee.

#### **9.3.4 Response to Application**

All applicants will be notified in writing as to the disposition of their application for developmental leave. An applicant who is denied leave shall be notified in writing of the reasons for the denial.

#### **9.3.5 Method of Payment**

It is clearly understood that the College may grant developmental leave with pay, without pay, or in some combination thereof, at its sole discretion.

The employee, upon termination of the developmental leave, will return to the College for a period of at least one (1) year, failing which the employee shall repay to the College salaries or fringe benefits received, if any, by the employee while on developmental leave.

#### **9.3.6 Assignment on Return**

On return from leave, a participant will, subject to the application of the layoff and displacement provisions of this Agreement during the period of leave, be assigned to the position he/she held prior to the leave. If the layoff and displacement provisions of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on his/her behalf by an Officer of the Local Union.

### **9.4 Tuition Fees**

An employee in the bargaining unit may take, for a fee of twenty dollars (\$20.00) per course plus the cost of required course materials, on the employee's own time:

- (a) approved programs or courses, with regulated tuition fees; or,
- (b) other courses or programs as are mutually agreed,

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

### **9.5 Professional Development Days**

Each employee will be entitled to take up to three (3) paid professional development days per year. Such leave shall be used to enhance the employee's transferable job skills and can include such

activities as attending seminars, participating in College staff development activities, job shadowing, and other legitimate training and education activities.

The employee will submit a written application to his/her Supervisor outlining the purpose of the professional development and the expected skill enhancement contemplated from the activity. Such requests will not be unreasonably denied.

## **10. HOLIDAYS**

### **10.1 Entitlement**

An employee who has completed thirty (30) calendar days of continuous service will receive his/her regular rate of pay for his/her normal scheduled hours (up to a maximum of eight (8)) for the holidays set out following. It is understood, however, that employees who, as of the date of observance of any of the holidays have not yet completed thirty (30) calendar days of continuous service but subsequently successfully complete thirty (30) calendar days of continuous service shall nevertheless be entitled to holiday pay in accordance with the provisions herein: Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day.

### **10.2 Holiday December 25 - January 1**

In addition, eligible employees shall be granted the holiday period December 25 to January 1 inclusive without loss of straight time hourly earnings for regular hours scheduled during such period.

### **10.3 Restriction**

In order to qualify for payment of the holiday concerned, the employee must work the full scheduled hours of work on the work day immediately before the holiday and the full scheduled hours of work on the work day immediately following the holidays or holiday period unless absent for all or part of such days for reasons satisfactory to the College.

### **10.4 Substitution**

When a holiday or holidays as defined in Article 10.1 falls on a Saturday or Sunday the College shall designate the preceding Friday and/or Monday following as a substitute day off with pay except with respect to employees on other than a regular Monday to Friday schedule.

### **10.5 Working on Holidays**

Authorized work performed on a holiday or during the holiday period as defined in Article 10.1 and Article 10.2 (or on the day designated as such under Article 10.4) shall be paid at time and one-half for all hours worked. In addition, the employee shall be entitled to holiday pay in accordance with Article 10.1 and Article 10.2 and subject to Article 10.3.

## Article 10 - Compensation

### **10.6 Employees on Other than Monday to Friday Schedule**

An employee whose regular schedule is other than Monday to Friday shall be entitled to a lieu day off where a holiday as defined in Article 10.1 falls on his/her regular day off. Where such holiday falls on a regularly scheduled working day and the employee is required to work, such that the employee works more than fifty per cent (50%) of his/her normal daily hours on that day, he/she shall be paid in accordance with Article 10.5, or, if he/she so elects, he/she shall receive time and one-half for all hours worked and in addition, a lieu day off with pay. Where the employee is entitled to a lieu day or elects for a lieu day, such day shall be designated by the College at a time satisfactory to the employee and acceptable to the College.

### **10.7 Holiday During Vacation**

When a holiday falls within an employee's vacation period, his/her vacation shall be extended by one (1) day either at the beginning or end of this vacation unless the employee requests a lieu day off which is on a date satisfactory to the College.

## **11. VACATION**

### **11.1 Entitlement**

Effective June 30, 1991, employees on the active payroll of the College who have completed the years of continuous service specified, as of June 30th, shall be granted vacation with pay as follows:

1 - 6 years:	15 working days
7 years:	17 working days
8 years:	18 working days
9 years:	20 working days
10 years:	20 working days
11 years:	21 working days
12 years:	22 working days
13 years:	23 working days
14 years:	24 working days
15 years:	25 working days
16 years:	26 working days
17 years:	26 working days
18 years:	26 working days
19 years:	27 working days
20 years:	27 working days
21 years:	28 working days
22 years:	28 working days
23 years:	29 working days
24 years:	29 working days
25 or more:	30 working days

### **11.2 Calculation of Continuous Service**

In determining the period of continuous service of employees on the active payroll for the purpose of vacation entitlement:

- only an employee's service in the bargaining unit shall apply, however an employee's previous uninterrupted service with the College immediately prior to and consecutive with its establishment as a College of Applied Arts and Technology shall be included;
- an employee who, for any reason, has less than twelve (12) full months of active employment during the one (1) year period immediately prior to June 30, in any year, shall receive a lesser vacation with pay on a pro rata basis under the schedule of vacation set out in this Article, subject to any accumulation of service under Article 14.2.

Active employment means actual attendance at the work place and the performance of work, but includes absence from work for vacations and holidays, or illness for up to six (6) months, or during pregnancy or parental leave or developmental leave.

### **11.3 Vacation Pay**

Vacation pay shall be computed on the basis of the employee's regular wages based on his/her normal hours of work. The pay which an employee would normally receive during his/her vacation period shall be paid prior to such vacation providing the employee makes a written request to the Personnel Office (or such other office as may be designated by the College concerned) at least fifteen (15) days prior to the commencement of such vacation.

### **11.4 Pro-Rating**

An employee whose employment is terminated subsequent to June 30, in any year, shall receive a lesser vacation pay pro-rated in accordance with the schedule of vacations set out in this Article. Any shortfall will be deducted from an employee's last pay.

### **11.5 Scheduling Vacation**

Vacation shall be as scheduled by the College. Employees shall be entitled to at least three (3) consecutive weeks of vacation, unless otherwise agreed. Employees shall indicate their preference, if any, as to vacation dates no later than March 1 of the current vacation year for the next vacation year (July 1 to June 30). The College shall confirm or deny, in writing, such vacation requests by March 15.

The College may, however, schedule vacations at any time and will consider requests by employees, including requests for vacation in the months of May through August, consistent with the College staffing requirements.

Employee requests for vacation will not be unreasonably denied.

Where in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of vacation times, consideration shall be given to the respective length of service of such employees and staffing requirements in the final determination of vacation schedules, providing they have indicated a vacation preference prior to March 1 in the current vacation year. Vacation requests received after March 1 will be confirmed or denied, in writing, within two (2) weeks of receipt of same.



If an employee is given in-patient treatment in a hospital during one (1) or more full days of the employee's vacation, those days may, at the request of the employee, be rescheduled during the vacation year, at a time convenient to the College.

### **11.6 Carry-Over**

Recognizing the needs of the College and the desires of employees, an employee may carry over up to three (3) weeks of vacation to the immediately subsequent vacation year consistent with efficient staffing requirements and subject to agreement on scheduling of the carry-over week(s) in the following vacation year at a time satisfactory to the College.

If an employee requests that vacation days be rescheduled as a result of in-patient treatment in a hospital and the College is unable to reschedule in that vacation year, then upon written request to the College, the employee may carry over these days in excess of the maximum,

## **12. LEAVES**

### **12.1 Personal Leave Without Pay**

Leave of absence without pay may be granted by the College for legitimate personal reasons.

### **12.2 Personal Leave With Pay**

Recognizing the over-riding responsibility to the students, leave of absence will be scheduled where possible to ensure a minimum of disruption to the educational programs and services of the College. Reasonable notice shall be given to the Supervisor concerned.

Leave of absence for personal reasons, religious leave and special leave in extenuating personal circumstances may be granted at the discretion of the College without loss of pay and such requests shall not be unreasonably denied.

### **12.3 Pregnancy and Parental Leave**

#### **12.3.1 Pregnancy Leave**

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks leave of absence without pay, for the purpose of child birth. The leave of absence shall be in accordance with the provisions of the Employment Standards Act (Ontario).

#### **12.3.2 Parental Leave**

An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence without pay, provided the employee applies in writing two (2) weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the provisions of the Employment Standards Act (Ontario).

A leave of absence of up to thirty-seven (37) weeks is available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the Employment Standards Act (Ontario). Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a child.

#### **12.3.3 Extension of Parental Leave for Adoption**

The College, in considering any request for an extension in adoption leave in excess of that provided under Article 12.3.2, shall give consideration to any medical or other relevant

conditions required by the local adoption agency. This request for a leave without pay should be made, in writing, a minimum of two (2) weeks prior to the expiry of the leave in Article 12.3.2.

#### **12.3.4 Seniority Accumulation**

Employees on pregnancy or parental leave shall continue to accumulate seniority for the duration of their leaves.

### **12.4 Supplementary Unemployment Benefit Plan**

#### **12.4.1 Eligibility for Benefit**

An employee entitled to leave under Article 12.3, who provides the College with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to Sections 22 or 23, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

#### **12.4.2 Payment**

Payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual rate of pay for his/her classification which the employee was receiving on the last day worked prior to the commencement of the leave;

and,

- (ii) for the balance of the period during which the employee is eligible to receive unemployment insurance benefits pursuant to Sections 22 or 23, *Employment Insurance Act*, S.C. 1996, c.23, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual rate of pay for his/her classification which the employee was receiving on the last day worked prior to the commencement of the leave.

#### **12.4.3 Compliance with *Employment Insurance Act***

Notwithstanding Article 12.4.1 and 12.4.2, the terms of this plan will be construed so that it complies with Regulation 37(2) of the E.I. Act.

The employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. (Reference: 37(2)(h) E.I. Regulations).

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. (Reference: 37(2)(i) E.I. Regulations).

#### **12.4.4 Transfer**

Where an employee has been transferred to a different classification pursuant to Article 13.4.1, the SUB Plan payments will be based on the actual rate of pay for the classification she worked in prior to the transfer.

### **12.5 Bereavement Leave**

On the death of an employee's parent, spouse (or common law spouse), child, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild or guardian, an employee shall be granted leave of absence of three (3) or more days without loss of pay in order to attend at or make arrangements for the funeral, the duration of the leave to be at the discretion of the College.

### **12.6 Jury/Witness Duty**

An employee who is called for jury duty or who is subpoenaed as a Crown witness or witness in another proceeding which requires his/her attendance as a matter of civic or public duty, will receive for each day of absence from work therefor, the difference between pay lost (computed at the employee's hourly rate for the number of normal hours the employee would otherwise have worked exclusive of overtime and other forms of premium pay) and the amount of jury fee or witness fee received, provided the employee furnishes the College with a Certificate of Service signed by the Clerk of the Court, showing the amount of fee received.

### **12.7 Citizenship Leave**

An employee shall be granted leave of absence without loss of regular earnings for any necessary time spent during regular working hours for the purpose of attendances to acquire his/her Canadian Citizenship papers. Such leave(s) of absence shall not, in total, exceed the equivalent of two (2) shifts and the College may require evidence of any necessary attendances during the regular working hours.

## **12.8 Prepaid Leave Plan**

### **12.8.1 Purpose**

The Prepaid Leave Plan has been developed to afford employees in the bargaining unit the opportunity of taking a leave of absence of between six (6) months and one (1) year and to finance the leave through deferral of wages in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

### **12.8.2 Eligibility**

Any employee in the bargaining unit having three (3) years seniority with the College is eligible to participate in the Plan in accordance with the conditions set out in this Article.

#### **12.8.2.1 Application**

An employee who qualifies as above must make written application to the President of the College or designate at least three (3) months in advance of the proposed commencement date of participation in the Plan, requesting permission to participate in the Plan setting out the deferral program as requested.

#### **12.8.2.2 Approval**

Approval of individual requests to participate in the Plan, the duration of the leave, the deferral period, and the percentage of wages deferred shall rest solely with the College.

#### **12.8.2.3 Deferral**

The deferral period over which wages are deferred shall be to a maximum of five (5) years.

#### **12.8.2.4 Leave**

The length of the leave shall not exceed one (1) year.

#### **12.8.2.5 Written Agreement**

The College and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

### **12.8.3 Terms and Conditions**

The payment of wages and benefits, and other terms and conditions, shall be as follows:

#### **12.8.3.1 Wages**

During the deferral period, preceding the leave, the employee will be paid a reduced percentage, in accordance with the written agreement between the College and the employee, of his/her wages as set out in Appendix E. The remaining percentage of his/her wages will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the College to finance the period of leave.

The percentage deferred shall not exceed an amount determined by dividing the length of the period of leave by the sum of the length of the deferral period and the length of the period of leave and multiplying by 100 (e.g., if length of deferral period = 4 years and length of leave = 1 year, then maximum deferred salary = 20 per cent), but under no circumstances shall the amount deferred exceed the maximum specified in the Revenue Canada directives.

#### **12.8.3.2 Interest Rate**

The calculation of interest under terms of this Plan shall be monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one (1) year term deposit, a three (3) year term deposit, and a five (5) year term deposit. The rates for each of the accounts identified will be those set out in writing by the bank branch with which the College deals. If at the last day of any given month the appropriate bank is not marketing one or more of the above listed products, the remaining products will be averaged.

Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing to the participant's credit will be sent to the participant by the College.

#### **12.8.3.3 Deferral Period (Benefits Structuring)**

During the deferral period, any benefits related to the rate of wages shall be structured according to the wages the participant would have received during the deferral period had he/she not been in the Plan.

#### **12.8.3.4 Employee Benefit Coverage & Premiums**

A participant's coverage for Life Insurance, OHIP, LTD, Extended Health, Dental, Vision, and Hearing Care Plans coverage, in effect immediately prior to the leave, will be maintained by the College during his/her leave of absence, if eligibility conditions permit; however, the premium costs of all such Plans shall be paid by the participant during leave.

#### **12.8.3.5 Leave Period (Benefits Structuring)**

During the leave period, any benefits related to the rate of wages shall be structured according to the rate of wages the participant would have received immediately prior to the leave had he/she not been in the Plan.

#### **12.8.3.6 Payout**

At the commencement of the period of leave, the College shall pay to the participant the moneys standing to his/her credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned for the period of leave.

#### **12.8.3.7 Assignment on Return**

On return from leave, a participant will, subject to the application of the layoff and displacement provisions of this Agreement during the period of leave, be assigned to the position he/she held prior to the leave. If the layoff and displacement provisions of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on his/her behalf by an Officer of the Local Union.

#### **12.8.3.8 Applicability of Benefits**

Short Term and Long Term Disability benefits shall not be available during the leave, nor shall vacation be taken during the leave, nor shall vacation credits accumulate during the leave. However, seniority shall accumulate for the entire period of leave, and service for the purpose of otherwise determining the level of vacation entitlement shall include the period of leave. Notwithstanding Article 11.6 a participant may, in the year or years prior to the leave, defer sufficient vacation credit so that, in the vacation year of his/her return to work, he/she will have up to his/her normal vacation entitlement.

#### **12.8.3.9 Withdrawal Rights**

A participant may, with the approval of the College, withdraw from the Plan in unusual or extenuating circumstances (e.g., financial hardship or serious illness). Requests for withdrawal must be submitted in writing, detailing the reason(s) for withdrawal before three (3) months prior to commencement of the leave. The College shall maintain the request and its approval as a part of College records.

When a request for withdrawal is approved, the College shall pay to the employee a lump sum amount equal to moneys deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

#### **12.8.3.10 Leave Postponement**

The College may, for good and sufficient reason, up to three (3) months prior to commencement of the leave, postpone the period of the leave for not longer than one (1) year. In this instance, a participant may choose to remain in the Plan, or receive payment as in Article 12.8.3.9 above.

The participant may, for good and sufficient reason, request in writing that the leave period be postponed. The College may, at its discretion, grant a postponement, but under no circumstances shall the postponement exceed one (1) year.

#### **12.8.3.11 Interest Accumulation**

Should Article 12.8.3.10 result in a leave of absence being taken later than the intended period, any moneys accumulated until the intended commencement date will continue to accumulate interest until the leave is granted.

#### **12.8.3.12 On Leaving Employment**

Any participant who resigns, is laid off or otherwise terminated prior to commencement of the leave shall cease to be a participant in the Plan, and shall receive payment as in Article 12.8.3.9 above.

#### **12.8.3.13 Death Clause**

Should a participant die while enrolled in the Plan, any moneys accumulated, plus interest accrued at the date of death, will be paid to his/her estate. Every agreement entered into under Article 12.8.2.5 shall state that moneys paid to the estate of an employee under this



section are a "right or thing" within the meaning of the *Canadian Income Tax Act* and shall be taxable as income in the year of the employee's death in accordance with the *Canadian Income Tax Act*.

#### **12.8.3.14 Serious Illness**

Should a participant be unable to take the leave when scheduled because of serious injury or illness occurring before commencement of the leave, he/she may cancel the leave and receive payment as in Article 12.8.3.9 or, with the consent of the College, defer the leave to a time mutually agreeable, not to exceed one (1) year.

#### **12.8.4 income Tax**

During each taxation year, the participating employee's income tax liability shall be in accordance with the *Canadian Income Tax Act* and directives from Revenue Canada. Similarly, the withholding tax deducted at source by the College shall be in accordance with the *Canadian Income Tax Act* and directives from Revenue Canada.

## **13. HEALTH AND SAFETY**

### **13.1 Health and Safety Act**

The parties acknowledge the application of the *Occupational Health and Safety Act*.

### **13.2 Provision of Clothing**

The current practices relating to the supply and maintenance of clothing or uniforms for employees shall continue during the term of this Agreement subject to any changes which shall be the subject of prior discussion between the College and the Union College/Campus Committee.

#### **13.2.1 Safety Devices**

The College will pay to employees an annual allowance to assist in defraying the cost of certain types of protective devices, as follows:

##### **13.2.1.1 Footwear**

Where an employee is required by the College or by legislation, in order to perform his/her duties, to acquire and wear protective footwear, the College shall pay to such employee, on the first pay day in April in each year, an allowance of one hundred dollars (\$100.00). The employee shall provide evidence, if required, that protective footwear was purchased.

In situations other than the foregoing, the College may, in its discretion, (which discretion shall not be unreasonably exercised) pay such allowance where it is recommended by the health and safety committee constituted under the *Occupational Health and Safety Act*.

##### **13.2.1.2 Eye Protection**

Where an employee is required by the College or by legislation, in order to perform his/her duties, to acquire and wear prescription eye protection, the College shall pay to such employee, on the first pay day of April in each year, an allowance of twenty dollars (\$20.00); in situations other than the foregoing, the College, may in its discretion, (which discretion shall not be unreasonably exercised) pay such allowance where it is recommended by the health and safety committee constituted under the *Occupational Health and Safety Act*.

### **13.3 Prior Arrangements**

Where, as a result of local practice, at an individual College, employees have, in the opinion of the Local Union, received benefits superior to those provided in Article 13.2.1, such practice shall continue, for the duration of this Agreement, in lieu of the provisions of Article 13.2.1 at the election of the Local Union. The Local Union shall give notice of such election to the College, within sixty (60) days of ratification. In the event of default of such notice, the provisions of Article 13.2.1 shall apply.

### **13.4 Video Display Terminals**

The parties agree to the following terms respecting the use of video display terminals (VDT's) by employees:

#### **13.4.1 Pregnancy (Transfer)**

- an employee who is assigned to operate a VDT as part of her duties, who believes that she may be pregnant, shall, at her request, be assigned duties that do not include the operation of a VDT for up to twenty (20) working days or until the status of her pregnancy is confirmed, whichever is sooner; her hourly rate of pay shall be maintained for such period;
- an employee who is assigned to operate a VDT as part of her duties and who is pregnant (as certified by a medical practitioner) shall, at her request be assigned duties that do not include the operation of a VDT for the duration of her pregnancy. In such a case, the College may transfer the employee to another position for the duration of the pregnancy, and the employee shall be paid the rate of pay of the position to which she is transferred. The College will endeavour to minimize loss to the employee by attempting to locate a vacancy for which the employee is qualified. Such a vacancy should have a wage rate reasonably close to that of the employee's own position. Where more than one (1) vacancy exists for which the employee is fully qualified to perform the work without training, the College, if it transfers the employee, will assign the employee to the vacancy in the classification having the maximum rate closest to, but not exceeding, the maximum rate of the employee's own classification.
- where a pregnant employee working within a one-metre radius of a VDT requests to have her work station moved outside the one-metre radius, the College will endeavour to accommodate that request.

#### **13.4.2 Eye Examinations**

Employees classified as Microcomputer Operators or Data Entry Operators who regularly use a VDT and such other employees as are agreed upon by the Union College/Campus Committee, (constituted under Article 4.2) shall, at the commencement of employment in such

classification and annually thereafter, be given the opportunity to take an eye examination by an optometrist who is qualified to give the following tests:

- Unaided Visual Acuity (letter chart test);
- Refractive Findings;
- Corrected Visual Acuity;
- Amplitude Accommodation;
- Suppression;
- Distance Muscle Balance (Maddox Rod);
- One Metre Muscle Balance (Maddox Rod);
- Near Muscle Balance (Maddox Wing);
- Slit Lamp Biomicroscopy.

The College shall pay the difference, if any, between the fees paid to the optometrist and the amount paid by OHIP. The employee shall sign a form authorizing release of the optometrist's report to the College, and a copy of the report shall be supplied to the College and to the employee.

#### **13.4.3 Work Breaks**

Employees who regularly use a VDT shall not be required to perform more than one (1) hour's continuous work at a VDT to the exclusion of other duties at any one time, and the College shall ensure that a break from the machine (which shall include the performance of other work), of ten (10) minutes duration, is made available under such circumstances.

#### **13.4.4 Work Stations**

Where a computer is being used, the College shall equip work stations with terminal tables at an appropriate height, an adjustable chair and, where requested, a foot rest and/or a document holder.

#### **13.4.5 VDT Testing**

Where an employee has reasonable cause to believe a health and safety problem exists with his/her VDT, the employee may request that tests be conducted. Should the College not be able to resolve the employee's concern, the College will request that the Ministry of Labour, Occupational Health and Safety Branch, conduct appropriate tests.

### **13.5 Hepatitis "B" Vaccine**

Where an employee's job places the employee at risk of being infected with Hepatitis "B", and the employee agrees to be vaccinated, the College shall pay for the employee's vaccination if the procedure is not covered by OHIP.

## **14. JOB SECURITY**

### **14.1 Probationary Period**

An employee will be on probation until he/she has completed **six** (6) months of employment with the College in any twelve **(12)** month period. 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 probationary period, he/she shall then be credited with seniority equal to the probationary period served, and seniority thus acquired shall be applied in the manner set out in this Article.

### **14.2 Accumulating Seniority and Service**

#### **14.2.1 Leaves of Absence**

Seniority and service shall accumulate for all purposes under the Collective Agreement for a period of up to, but not to exceed, six (6) calendar months during the term of this Agreement during any leave(s) of absence granted, with or without pay, pursuant to the provisions of this Agreement.

#### **14.2.2 Pregnancy, Parental, Developmental Leaves and Less than 12 Month Positions**

Notwithstanding the foregoing, seniority and service shall accumulate:

- during the length of a pregnancy and/or parental leave;
- during the length of developmental leave;
- and for any period of layoff pursuant to the Less Than 12 Month Positions Letter of Agreement.

#### **14.2.3 Probationary Employees**

This Article shall not apply in the case of probationary employees who shall be required to complete six (6) months of active employment to attain seniority unless waived by the College.

#### **14.2.4 Layoff**

It is understood that seniority but not service accumulates during periods of layoff under Article 15.

#### **14.2.5 Workplace Safety and Insurance**

Service shall accumulate for up to twelve (12) months of absence while in receipt of Workplace Safety and Insurance benefits.

#### **14.2.6 Short Term Disability, Long Term Disability and Workplace Safety and Insurance**

Seniority will continue to accumulate while an employee remains on Short Term Disability, Long Term Disability or in receipt of Workplace Safety and Insurance benefits.

### **14.3 Transfer Into Union**

A person employed by the College, who is transferred into the bargaining unit, will be accorded full seniority, upon completion of the probationary period, based on length of service. Part-time support staff employees transferred into the bargaining unit, after November 14, 1991, shall have their seniority prorated, upon completion of their probationary period, based on a proration of hours of the part time position to the hours of the full-time position using 1820 hours per year as constituting the hours of the full-time position.

It is understood, however, that for the purposes of the application of Article 15.4, administrative staff and employees in the academic staff bargaining unit, who are transferred into the bargaining unit shall be entitled to exercise only that portion of their seniority, if any, accumulated as an employee in the bargaining unit or what formerly was the bargaining unit.

### **14.4 Bilingual Policy**

Notwithstanding any official policy on bilingualism established at the College, no present employee shall be laid off from the College as a direct result of his/her inability to communicate in the French language. Recognizing that the College has the responsibility to determine the language requirements of any position, the College will, however, not unreasonably deny promotional opportunities to employees because of language requirements. Pursuant to Articles 4.2, 4.2.1 and 4.2.2 the Local Union may request a meeting and management will explain the reasons for the language designation.

### **14.5 Proration of Part-Time Service for Probation**

Where a part-time employee is hired by the College into a full-time position in the bargaining unit, which is either the same position or, is sufficiently similar in nature, he/she shall be credited with service towards completion of the probationary period, based on a proration of the hours of the part-time position to the hours of the full-time position using 1820 hours per year as constituting the hours of the full-time position, to a maximum period of credit of three (3) months service

towards the completion of the probationary period, and provided such service occurred within one (1) year of the date of hiring into the bargaining unit.

## **14.6 Rehiring**

Where employment in the bargaining unit ceases or is terminated and the employee is re-employed at the same College within six (6) years, the employee's service and seniority from the original date of hire shall be counted as unbroken, except that the period of non-employment in the bargaining unit shall not count. This provision shall have no effect on the probationary period to be served on re-employment. The parties agree that such re-establishment of service and seniority shall only occur after the rehiring, if any, has taken place.

## **14.7 Employment Stability**

### **14.7.1 Employment Stability Committee**

The parties will establish an Employment Stability Committee (ESC) of up to three (3) persons appointed by the Local Union and up to three (3) persons appointed by the College to undertake the responsibilities contained within Articles 14.7 and 15.3.

The parties agree that meetings should take place on a regular basis.

Members shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attendance at meetings. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor, and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend meetings shall not be unreasonably withheld consistent with College operating requirements.

### **14.7.2 Strategies**

The ESC will seek to achieve employment stability strategies as follows:

- current and multi-year strategies should be developed within the resources available. Such strategies could include, but not necessarily be limited to, planning, retraining, identifying ways of determining employees' skills, training and experience previously achieved, early retirement, voluntary exit programs, alternative assignment, secondment, employee career counselling, job sharing, job trading, job shadowing, and professional development;
- discussions between the parties which explore these possible strategies would assist in the development of appropriate enhancements to Employment Stability;



- data which is relevant to employment stability shall be made available to both parties.

### **14.7.3 Employment Stability Fund**

The College shall make available to the ESC for the purposes set out in Article 14.7, an annual contribution, covering the period of September 1 to August 31, to the Employment Stability Fund (ESF) on September 1 of each year, an amount equal to \$50.00 per full-time member of the bargaining unit at the College (as of August 1 in each year). Where the amount of the ESF is equal to or exceeds an amount equal to \$500.00 per full-time member of the bargaining unit at the College (as of August 1 in each year), the obligation of the College to contribute shall be suspended until the fund is again below that amount. In such a case, the next annual contribution required by the College shall be \$50.00 per full-time member of the bargaining unit at the College (as of August 1 in each year), or the amount required to restore the ESF to \$500.00 per full-time member, whichever is less.

The ESF shall be maintained in a separate joint trust account at a bank or other financial institution at which the College maintains one or more of its accounts and through the authority of the ESC, the chief financial officer shall disburse funds as directed. The joint account shall be named "(College name) - Support Staff Employment Stability Fund". The books and records of this fund shall be open for inspection by any member of the ESC at any time during regular business hours.

Any requisition for a cheque and/or withdrawal from an account in which the ESF is maintained shall be countersigned by one member of the ESC appointed by the College and by one member appointed by the Local Union.

#### **14.7.3.1 Administration of the Employment Stability Fund**

The ESC shall administer and make decisions with respect to the ESF, by using the ESF, or such portion as the ESC considers appropriate, to facilitate employment stability strategies, both long-term and short-term, and for training or retraining. Surplus funds, if any, that are not immediately required for this purpose, may be invested at the instructions of the ESC in any account or certificate of deposit maintained and/or issued by a bank or financial institution.

#### **14.7.3.2 Employment Stability Fund Arbitrator**

Where there is no majority decision under Article 14.7.3.1, any member of the ESC may refer the matter to the Employment Stability Fund Arbitrator (ESFA).

### *Employee Grievance*

There shall be an ESFA established at each College to be appointed by agreement of the President of the College and the President of the Local Union. The appointment, which may be renewable by mutual agreement, shall be for one (1) year, commencing on September 1 and expiring on August 31. In the event that the President of the College and the President of the Local Union are unable to agree upon the appointment of an ESFA, either the College or the Local Union may request the College Relations Commission to appoint an ESFA and the ESFA shall, upon appointment by the College Relations Commission, have the same powers as if the appointment had been made by the College and the Local Union.

The ESFA may make any decision that the ESC is empowered to make under Article 14.7.3.1.

The ESFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESFA. The ESFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

The decision of the ESFA shall be final and binding on the parties and any employee affected by the decision. The ESFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

The College and the Union shall each pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the ESFA.

## **15. LAYOFF/RECALL PROCESS**

### **15.1 General**

An employee who has completed the probationary period shall not be laid off or subject to the layoff process, for any reason, unless and until the procedures contained in Article 15 have been applied in sequence.

### **15.2 Notice to Local Union**

When the College contemplates any action that may result in an employee who has completed the probationary period being subject to the layoff process, the College shall give fourteen (14) calendar days written notification to the Local Union President prior to written notice being provided to the employees affected. At the same time, the College shall provide the Local Union with all data used by the College in formulating its tentative determination to undertake the action contemplated.

### **15.3 Committee**

#### **15.3.1 Meetings**

In addition to committee meetings under Article 14.7.1, the Employment Stability Committee (ESC) shall meet within five (5) calendar days of the giving of such notice, unless the parties mutually agree to extend these time limits.

#### **15.3.2 Confidentiality**

The Local Union, the College and the ESC shall maintain confidentiality with respect to any information received and the deliberations of the ESC until mutually agreed between the College and the Local Union. Nothing herein shall prevent the parties from obtaining advice, on a confidential basis, as required.

#### **15.3.3 Recommendations**

It shall be the duty of the ESC to consider the matter and to make recommendations to the President of the College with respect to any or all of the alternatives listed below which might be resorted to in order to prevent or minimize the dislocation of employees:

1. Potential creation of vacancies that might be filled by affected employees;
2. Conversion of part-time positions and/or displacement of non-bargaining unit employees;

3. The utilization of other means, such as normal retirements, voluntary leaves or transfers in order to prevent or minimize the effects of the action contemplated;
4. The improvement of employment potential for employees affected by the provision of training or retraining programs and job counselling;
5. Investigation of potential alternative job opportunities that might exist for employees affected both within and outside the College, such as comparable employment opportunities;
6. The temporary assignment of redundant and displaced employees to positions held by other employees who are on various leaves of absences.

It will be the duty of the ESC to make recommendations to the President of the College within fourteen (14) calendar days of notice provided under Article 15.2. Where the ESC is unable to agree on any recommendations, the members appointed by the Union and the members appointed by the College may make separate recommendations. Where separate recommendations are to be delivered they will be exchanged between the appointees prior to delivery.

#### **15.3.4 Confidentiality of Recommendations**

Where recommendations, either joint or separate, are delivered to the President of the College, they shall be maintained as confidential until the fourteen (14) calendar day period mentioned in Article 15.2 has expired, or such other period as may be agreed by the Local Union and the College.

#### **15.3.5 Notice to Employees**

##### **15.3.5.1 Written Notice of Layoff**

If, after consideration by the President of the recommendations, the College determines that layoffs are still necessary, employees may receive written notice of layoff after the fourteen (14) calendar day period mentioned in Article 15.2, or such other period as may be agreed by the Local Union and the College.

##### **15.3.5.2 Notice Period**

No employee shall be laid off without receiving ninety (90) calendar days written notification from the College except in circumstances beyond the reasonable control of the College.

### **15.3.6 Continued Discussions**

Where the ESC wishes to make further recommendations, the ESC may continue to meet following notice being provided to employees pursuant to Article 15.3.5.1, and may make further recommendations to the President to attempt to minimize the dislocation of employees.

## **15.4 Layoff Procedure**

When a College decides that circumstances require a reduction in personnel in any position within a classification the following provisions shall apply:

### **15.4.1 Probationary Employees**

Probationary employees performing the work in question shall be released. The College shall notify the Union of probationary employees released in these circumstances.

### **15.4.2 Post Probationary Employees**

Where the qualifications of employees in the affected position who have completed their probationary period are relatively equal as to that position, their layoff shall be on the basis of seniority.

### **15.4.3 Bumping Procedure**

The employee so identified shall be assigned by the College to the first position determined in accordance with the following sequence:

- to a vacant position in their classification provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to a vacant position in the same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee within his/her same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job and he/she has greater seniority. If there is no such position then;
- to a vacant position in the payband with a maximum rate one lower than the employee's own payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee in the payband with a maximum rate one lower than the employee's own payband provided he/she can satisfactorily perform the core duties and responsibilities of the job and he/she has greater seniority;

#### *Identified position*

- the provisions of the last two sections shall be repeated until all paybands have been reviewed in descending order of maximum rate and either a vacant position or a position held by a more junior employee is identified and the employee affected can satisfactorily perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid off.

(To illustrate how this sequence operates, see the Letter of Understanding appended to the Collective Agreement, dated September 23, 1997.)

### **15.4.4 Layoff or Reassignment**

#### **15.4.4.1 Notice**

The employee shall be provided written notice of layoff or reassignment. Should the employee receive notice of reassignment, the employee may elect in writing, to be laid off in lieu of such reassignment, provided such election is made within five (5) calendar days of notice being provided to the employee. In such case the date the employee received the notice of reassignment shall be deemed to be the date of notice of layoff. The College shall provide a further letter to the employee confirming layoff.

#### **15.4.4.2 Position Outside Forty (40) Kilometres**

Where the position identified in accordance with the above sequence is in excess of forty (40) kilometres from the location at which the employee is normally assigned, the employee shall have a further right of election. The College, by again following the sequence in Article 15.4.3, shall identify the first position, if any, within forty (40) kilometres of the location at which the employee is normally assigned and the notice provided in accordance with 15.4.4.1 shall identify both positions if a second position is identified. The employee shall elect in accordance with 15.4.4.1 to take either the job identified which is in excess of forty (40) kilometres or to take the job identified which is within forty (40) kilometres or to be laid off.

### **15.4.5 Displacement**

#### **15.4.5.1 Second Displacement**

The College shall follow the above procedure for an employee displaced by the affected employee above.

#### **15.4.5.2 Third Displacement**

The College shall follow the above procedure for an employee displaced under "Second Displacement",

#### **15.4.5.3 Final Displacement**

An employee displaced as a result of the "Third Displacement" shall be laid off by the College.

#### **15.4.6 Red Circle Provision**

In applying the provisions of Article 15.4, persons being paid above the rate for their payband as a direct result of the commencement of the CAAT Support Staff Classification System on June 1, 1986, shall be deemed to be in the payband which has a maximum rate closest to, but no lower than, their actual rate.

#### **15.4.7 Familiarization Period**

It is understood that the College is not required to train an employee for a position into which he/she may be assigned pursuant to Article 15.4.3, but the College shall provide a reasonable period of familiarization where necessary.

#### **15.4.8 Rate of Pay**

An employee who has been assigned to a position pursuant to the above procedure shall continue to receive his/her current rate of pay for a period of ninety (90) calendar days. Thereafter, an employee who has been assigned to a position pursuant to the above procedure shall receive the rate within the payband for the new position, which is closest to, but does not exceed, his/her current rate and for the purpose of further progression, if any, within the payband shall be deemed to have service within such position equivalent to his/her service in his/her prior position. The ESC may consider using the ESF to offset the cost for the ninety (90) day differential between the two wage rates.

### **15.5 Waiver of Rights/Severance**

#### **15.5.1 General**

Where an employee (other than one who is affected by contracting out and who elects to receive severance pay pursuant to Article 15.5.2) is laid off and has:

- less than five (5) years service and within twenty-one (21) calendar days of receipt of notice of layoff elects to waive all rights of recall under the Agreement, he/she shall receive severance pay equal to one (1) week pay at his/her current salary for each completed year of service.
- more than five (5) years service he/she will have their severance pay treated pursuant to the provisions of the *Employment Standards Act*.

Acceptance of severance shall not terminate the right to retraining under Article 15.7.

### **15.5.2 Severance Pay - Contracting Out**

In the event that an employee who is being laid off as a result of contracting out exercises his/her option to waive the recall procedure, as herein set out, he/she shall be entitled to severance pay based on one (1) week's pay at his/her current salary for each year of service.

### **15.5.3 Severance Pay - No Pyramiding**

In deciding the amount of severance pay required to be paid by the College, any pay in lieu of notice or severance pay required to be paid under the *Employment Standards Act* (Ontario) shall be deemed to be a credit toward the severance pay entitlement under Article 15.5. The intention of this provision is to avoid pyramiding of pay in lieu of notice and severance pay under the *Employment Standards Act* (Ontario) and the severance pay requirements hereunder.

## **15.6 Recall**

For the purposes of this Article, a vacancy is any position within a classification or an atypical position in which the College requires staffing and includes vacancies posted under Article 17.1 for which a final selection and confirmation of employment has not been made by the College.

### **15.6.1 Recall by Seniority**

Persons laid off hereunder who retain recall rights under Article 15 shall be recalled on the basis of seniority providing he/she can satisfactorily perform the core duties and responsibilities of the job without training, and provided such vacancy occurs:

- within twelve (12) months of his/her layoff if the individual has less than twenty-four (24) months continuous employment at the time of layoff; or
- within eighteen (18) months of his/her layoff if the individual has twenty-four (24) or more months continuous employment at the time of layoff.



Recall rights are limited to positions equal to or less than the person's former payband.

Persons with recall rights will also be entitled to apply for vacancies posted pursuant to Articles 17.1 and 17.1.1.

#### **15.6.2 Recall Outside Forty (40) Kilometres**

If the opportunity is outside forty (40) kilometres of the location at which the person was assigned, the person will be allowed refusals without forfeiting his/her recall under this Article until or if, an opportunity, if any, within forty (40) kilometres is offered or until the recall rights have expired, whichever comes first.

#### **15.6.3 Recall List**

The College will provide current recall list to the ESC on its request.

### **15.7 Retraining**

#### **15.7.1 Tuition Fee**

Where a person who was in the bargaining unit has been laid off by the College, pursuant to the provisions of Article 15, the College agrees to provide for a fee of twenty dollars (\$20.00) per course plus the cost of required course materials:

- (a) approved programs or courses, with regulated tuition fees; or,
- (b) other courses or programs as are mutually agreed,

which the College currently offers. The individual must meet the College entrance and admission requirements and is subject to academic policies.

#### **15.7.2 Duration of Retraining**

This retraining opportunity shall continue for up to three (3) years from the date of layoff or until such person is recalled, whichever occurs first. Where a person has not completed a course or program in which he/she is enrolled at the time of recall, the College shall consider ways of enabling the individual to complete the course or program.

### **15.7.3 Re-employment Assistance**

The College agrees to assist persons laid off from the Bargaining Unit towards achieving re-employment by providing career counselling, job search assistance, and retraining opportunities through the application of existing College services.

### **15.7.4 Consideration for Employment in Non-bargaining Unit Work**

In addition to the recall rights contained in Article 15.6.1, a person on layoff with in excess of five (5) years' seniority who is participating in retraining pursuant to Article 15.7, of a full time nature, may make a written request to the College's Human Resource Department for consideration for employment in non-bargaining unit work during his/her non-study period. The College shall make an effort to assist him/her in locating suitable non-bargaining unit work within the College.

## **15.8 Contracting Out - Union Notification**

If the College decides to contract out work or services which are being performed by employees at the commencement date of this Agreement which would cause the layoff or involuntary displacement of any employees covered by this Agreement, the College will notify the Local Union and OPSEU Head Office four (4) weeks in advance of the written notice being provided to the employees affected. The processes in Article 15.3 shall be followed.

## **15.9 Reimbursement of Relocation Costs**

An employee reassigned by the College under the provisions of Articles 15 and 17.4 to a work location more than eighty (80) kilometres distant from the employee's previous work location shall be reimbursed for necessary expenses incurred in transporting the employee's household furniture and effects to a residence near such new work location up to a maximum amount of \$1,000. Packing and insurance charges shall not qualify as an expense for reimbursement purposes. To qualify for reimbursement, such relocation of residence and expense incurred as a result must take place within one year of the reassignment.

## **15.10 Seniority Lost**

Seniority shall be lost and employment deemed to be terminated if:

- the employee voluntarily quits;
- the employee is discharged for cause, unless such discharge is reversed through the grievance procedure;

- the person is laid off for a period in excess of twelve **(12)** months if the person has less than twenty-four **(24)** months' continuous employment at the time of layoff, or is laid off for a period in excess of eighteen (18) months if the person has twenty-four **(24)** or more months' continuous employment at the time of layoff;
- the employee overstays a leave of absence unless a reason satisfactory to the College is given;
- the employee utilizes a leave of absence for other than the reason for which such leave of absence was granted;
- the person having been laid off, fails to notify the College of his/her intention to return to work within seven (7) days following mailing of a registered notice of recall to his/her last recorded address with the College; or having provided such notification, if the person fails to return to work within ten **(10)** days from the date of mailing of such registered notice of recall;
- the employee is absent without prior authorization or approval for five **(5)** consecutive working days unless reasons satisfactory to the College are subsequently accepted; or
- the person is laid off and elects to waive all rights of recall and accepts severance pay.

## **16. EMPLOYEE EVALUATION**

### **16.1 Performance Appraisal**

The copy of an employee's performance appraisal which is to be filed on the employee's record shall be given to the employee in advance. The employee shall initial such appraisal as having been read within seven (7) days of receipt of a copy of such appraisal. If the employee wishes, he/she may add his/her views to such appraisal within such seven (7) day period. A notice shall be printed on the performance appraisal stating "The employee's rights concerning performance appraisals are found under Article 16.1 of the Collective Agreement."

In preparation for the performance appraisal process, the Supervisor shall review the employee's PDF to determine if it is current.

### **16.2 Disciplinary Notice**

Each employee shall receive a copy of any formal disciplinary notice that is to be placed in his/her personnel file. With the consent of the employee concerned, notification shall be given to the Local Union that a disciplinary notice is being served on the employee.

### **16.3 Access to Personnel File**

Each employee shall be entitled to reasonable access to his/her personnel file in order to examine his/her performance appraisals and disciplinary notices.

### **16.4 Removal of Notices from File**

Each employee may, once each calendar year, request the removal of a disciplinary notice that has been in his/her official personnel file for more than one (1) year. The removal of such notice shall be at the discretion of the College. Such discretion shall not be exercised unreasonably.

## **17. JOB POSTINGS/PROMOTIONS**

### **17.1 Notices**

Notice shall be posted of a vacancy in a classification covered by the Agreement for a period of five (5) days at each Campus and, at the same time, shall be sent to other locations of the College. No outside advertising for the position shall be conducted and no employee shall be hired from outside the College until the position has been posted for the said five (5) days. Such notice shall contain the classification, payband, hourly rate range, current Campus location, current hours of work, current shift(s), and an outline of the basic qualifications. Such notice shall be posted in appropriate locations accessible to employees. For the purposes of this Section, reference to days shall exclude Saturdays, Sundays, and statutory holidays. Copies of all posted vacancies shall be sent to the Local Union President at the time of distribution for posting.

#### **17.1.1 Consideration - Bargaining Unit Employees**

When a vacancy occurs and employees within the bargaining unit at the College apply, the College shall determine the successful candidate based on the qualifications, experience and seniority of the applicants in relation to the requirements of the vacant position. Where the qualifications and experience are relatively equal, seniority shall govern, provided the applicant has the necessary qualifications and experience to fulfil the requirements of the position.

The College need not consider probationary employees.

##### **17.1.1.1 Notification- Applicant**

All applications will be acknowledged and all applicants who are interviewed will be notified of the outcome of their application and the name of the successful internal applicant, if any. The College will not interview applicants from outside the bargaining unit until it has complied with Articles 17.1 and 17.1.1 above. The College will not consider applicants from outside the bargaining unit until it has assessed internal applicants and notified them of the results.

##### **17.1.1.2 Notification- Local Union President**

The College shall notify the Local Union President in writing when a posting has been filled.

### **17.1.2 Job Reversal**

Where an employee has been selected for a posted vacancy in accordance with the provision herein and it is subsequently determined by the College, after discussion with the employee,

within sixty (60) calendar days from his/her assignment to the classification that he/she cannot satisfactorily perform the requirements of the job in question, the College will return the employee to his/her former rate and classification without loss of seniority. Any further displacement of employees as a direct result of his/her return shall be accomplished by transferring such employees to their former position, rate, and classification without loss of seniority unless otherwise agreed upon and such transfer shall not be the subject of any grievance.

### **17.1.3 Resultant Vacancies**

The first and second resultant vacancies, if any, arising out of the filling of a particular posted vacancy in Article 17.1.1 shall be posted and the same provisions shall apply. Any further resultant vacancies which arise need not be posted. Where such vacancies need not be posted, the College shall, however, give proper consideration to qualified bargaining unit employees prior to filling such position(s).

### **17.1.4 Consideration- Non-Bargaining Unit Employees**

Employees who are not included in the bargaining unit may apply for posted vacancies but will be considered only after the application of Articles 17.1.1 and 17.1.1.1. In addition to any other factor that the College considers relevant, consideration will be given to service with the College.

## **17.2 Promotion/Reclassification**

### **17.2.1 From A Permanent Position**

An employee who is promoted or reclassified to a higher payband shall be paid the rate for the new classification which provides an increase of not less than the next wage rate step increase which would have been available to the employee in his/her former payband. Where the employee was receiving the maximum rate, the increase shall not be less than the difference between the maximum rate and the preceding rate step in the former payband. The new wage rate shall not exceed the maximum rate of the new payband,

### **17.2.2 From A Temporary Position**

When an employee is assigned temporarily to a classification, and then receives a promotion or reclassification to the same position or to a position which is sufficiently similar in nature, the employee's wage rate in the temporary classification will be used to calculate the new wage. Otherwise the employee's last wage rate in his/her permanent position shall be utilized. The new wage rate shall not exceed the maximum rate of the new payband.

## **17.3 Temporary Assignments**

### **17.3.1 Temporary Postings**

Where the College has at least four (4) weeks' notice of a temporary vacancy in the bargaining unit which is expected to be of more than four (4) months' duration, the College shall post the temporary vacancy so that bargaining unit employees can indicate their desire to be selected for such vacancy.

Recognizing that the College reserves the right to select a person in the bargaining unit or hire a temporary employee at its discretion, where a bargaining unit employee is selected as a temporary replacement the employee will have the right to return to his/her regular position or its equivalent on the expiration of the temporary assignment. The first resultant temporary vacancy shall also be posted in accordance with this clause if it meets the criteria. It is understood that none of the clauses of Article 17.1 apply to temporary vacancies.

### **17.3.2 Higher Wage Rates**

When the duties and responsibilities of a position within a higher rate payband (or having a higher maximum salary) are assigned temporarily by the College to an employee, for a period in excess of one (1) working day, the following conditions shall apply:

- the affected employee shall be paid the next higher rate in that classification which provides an increase of not less than the incremental amount available to the employee in the classification occupied immediately prior to the assignment providing the resultant rate does not exceed the maximum rate of the new classification;
- where such employee was receiving the maximum rate, the increase shall not be less than the incremental differential between the maximum rate and the preceding rate in that classification providing that such new rate does not exceed the maximum rate for the classification to which he/she is temporarily assigned.

### **17.3.3 Lower Wage Rates**

When the College temporarily assigns an employee to the duties and responsibilities of a position in a classification with a lower rate range or maximum salary where there is no work reasonably available for him/her in the position from which he/she was assigned, he/she shall be paid the lower applicable classification rate to which he/she was assigned after the expiration of ten (10) consecutive working days in such lower classification.

When the College temporarily assigns an employee to the duties and responsibilities of a position in a classification with a lower rate range or maximum salary where there is work

reasonably available for him/her in that position from which he/she was assigned, he/she shall continue to be paid at the rate applicable to the classification from which he/she was assigned.

#### **17.3.4 Excluded Positions**

When a College temporarily assigns an employee to the duties and responsibilities of a position excluded from the provisions of this Collective Agreement, the employee's obligations to contribute to the regular monthly Union dues under Article 5.4 and his/her seniority shall continue during the period of such temporary assignment up to a maximum period of twelve (12) calendar months unless extended by agreement of the Local Union and the College.

#### **17.3.5 Emergency Work Assignment**

The parties to this Agreement recognize that if the College has been unsuccessful in obtaining Appendix D employees, College operations may require the assignment of work that necessitates full-time bargaining unit employees to perform work at another campus, which is not the employee's regularly assigned workplace due to emergency circumstances beyond the College's reasonable control. When the College has given notice of such an emergency work assignment, the College shall take into consideration the legitimate requests of employees to be excused where the performance of such an assignment would cause undue hardship or serious inconvenience. If the emergency work assignment is in excess of forty (40) kilometres from the employee's regularly assigned work location, the employee shall have the right to refuse such assignment.

### **17.4 Transfers**

When a College determines that an employee is to be transferred between campuses, it will give the employee at least three (3) weeks' notice of the transfer. This Article will not apply where transfers are made pursuant to the layoff procedures. In such circumstances the applicable layoff process will apply.

If the employee is transferred to a work location more than eighty (80) kilometres distant from the employee's previous work location then Article 15.9 shall apply.



## **18. COMPLAINTS/GRIEVANCES**

### **18.1 Definitions**

#### **18.1.1 Committee Secretary**

"Committee Secretary" means the Executive Director of the Council;

#### **18.1.2 Day**

"Day" means a calendar day;

#### **18.1.3 Union**

"Union" means the Ontario Public Service Employees Union;

#### **18.1.4 Grievance**

"Grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement.

### **18.2 General Conditions**

#### **18.2.1 Time**

If the grievor fails to act within the time limits set out at any Complaint or Grievance Step, the grievance will be considered abandoned.

#### **18.2.2 No Reply**

If an official fails to reply to a grievance within the time limits set out at any Complaint or Grievance Step, the grievor may submit his/her grievance to the next Step of the grievance procedure.

#### **18.2.3 Extensions**

At any Complaint or Grievance Step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.

#### **18.2.4 Holiday Exclusion**

The time limits set out at the Complaint or Grievance Steps, including the referral to arbitration, shall exclude the holiday period referred to in Article 10.2.

#### **18.2.5 Recognition of Union Representation**

At a meeting at any Complaint or Grievance Step of the grievance procedure, subject to Article 18.6 the employee may be represented by a Union Steward if the employee desires such assistance; at Step No. 3 a Union Staff Representative may be present at the request of either the College or the Union. It is recognized that at some Colleges and/or Campuses there may be occasions when no Stewards have been elected or selected. In such a case, Colleges are prepared to recognize the attendance of a Local Union Officer in place of the Steward at meetings referred to in this Agreement.

#### **18.2.6 Maintenance of Wages for Time Off**

It is understood and agreed that the grievor and his/her Steward or Local Union Officer shall not suffer any loss of pay when (during regular working hours) their presence is requested by the grievor and they must leave their duties temporarily to attend meetings under this Article. The Union acknowledges, however, that employees have their regular duties to perform and they will not absent themselves without first obtaining permission from their immediate Supervisor and reporting to their immediate Supervisor upon return to their regular duties. In keeping with this understanding, permission to attend such meetings shall not be unreasonably withheld consistent with College operating requirements.

#### **18.2.7 Rights**

An employee shall not be required to appear before a committee, board or other investigating body to answer concerning his/her conduct or performance without first being given reasonable opportunity to be accompanied by an employee representative if, as a result of his/her appearance, he/she may be subject to some written reprimand, assessment or penalty. However, this provision shall not be applicable when an employee is required to appear before his/her immediate Supervisor or, in his/her absence, the person acting in his/her stead or the Personnel Officer of the College to answer concerning his/her conduct or performance.

## **18.3 Types of Grievance**

### **18.3.1 Group Grievance**

Where a number of employees in any College have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee to the Director of Personnel, or as designated by the College, within fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at Step No. 2 of the grievance procedure. The grievances shall then be treated throughout the balance of the grievance procedure as a single grievance.

### **18.3.2 Multi-College Issues**

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of Personnel or designated persons of each College affected with copies to the Executive Director of the Council.

Failing settlement following the Step No. 3 meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step No. 3 reply.

### **18.3.3 Union Grievance**

The Union shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. However, such grievance shall not include any matter upon which an employee is personally entitled to grieve and the regular grievance procedure for a grievance peculiar to an individual employee shall not be bypassed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of persons in the bargaining unit. A Union grievance shall be presented in writing, signed by the Local Union President or his/her designee to the Director of Personnel or as designated by the College concerned, within twenty-one (21) days after the circumstances giving rise to the complaint have occurred, or have come to or ought reasonably to have come to the attention of the Union. The grievance shall then be processed in accordance with Step No. 3 of the grievance procedure.

### **18.3.4 College Grievance**

The College shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. Such grievance shall be presented in writing, signed by the

President or his/her designee to the Local Union President of the College concerned with a copy to the Union President within fourteen (14) days following the occurrence or origination of the circumstances giving rise to the grievance.

The grievance shall then be processed in accordance with Step No. 3 of the grievance procedure with the appropriate changes. Failing settlement following Step No. 3 meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step No. 3 reply.

## **18.4 Classification Grievances**

### **18.4.1 Grievance to College Official**

An employee who claims his/her assigned job is improperly classified and that he/she should be properly classified to another classification named in Appendix E(i) or should be classified as an atypical position may present a grievance in writing to the College official designated responsible for classification grievances.

The written grievance must specify at least the job family and payband claimed by the employee to be appropriate. Where the employee is claiming he/she should be classified in an atypical position, the written grievance must specify the payband requested and must specify the job family where appropriate.

#### **18.4.1.1 Retroactive Payment**

It is understood that there shall be no retroactive payment prior to the date of presentation of the written grievance as specified above.

### **18.4.2 Grievance Process**

#### **18.4.2.1 Step I - Meeting and Information Provided**

The College Official shall arrange a meeting within fourteen (14) days after receiving the grievance to permit the employee and a Local Union Representative the opportunity of making representations in support of the grievance.

The College Official shall ensure that the current Position Description Form (PDF), as per Article 7.2.2, is provided at least five (5) days prior to the meeting. At the meeting, the employee must first indicate in writing whether he/she is in agreement with the PDF and if not what specific disagreements he/she has with it. A discussion to resolve any

differences shall then take place, At this meeting, following discussion on the PDF, both parties will exchange, in writing, core point rating by factor for the position in dispute.

#### **18.4.2.2 College Official's Decision**

Within fourteen (14) days after the receipt of the core point rating by factor from the Union, the College Official shall give his/her decision in writing. It is understood that the grievance cannot proceed further until the core point rating by factor and the specific disagreements on the PDF, if any, have been received by the College Official, in writing from the Union.

#### **18.4.2.3 Referral to Arbitration After Step I**

Where the grievance has not been resolved at Step I but there is agreement concerning the PDF, the matter may be referred directly to Arbitration by notice in writing given to the College within fourteen (14) days of the date the grievor should have received the College's decision under Step I. The matter will be referred to a single arbitrator as provided in Article 18.4.3.

#### **18.4.2.4 Step II**

Where the grievance has not been resolved and where the grievor is not in agreement with the PDF, then he/she shall refer the grievance in writing to the President of the College within fourteen (14) days of the date he/she received or should have received the decision.

The President or his/her designee shall convene a meeting concerning the grievance within fourteen (14) days of the presentation, at which the grievor shall have an opportunity to be present. The President or his/her designee shall give his/her decision in writing, within fourteen (14) days following the meeting.

#### **18.4.2.5 Referral to Arbitration After Step II**

Where the grievance has not been resolved at Step II the matter may be referred to Arbitration by notice in writing given to the College within fourteen (14) days of the date the grievor should have received the College's decision under Step II. The matter will be referred to a single arbitrator as provided in Article 18.4.3. On mutual written agreement signed by the Local Union and the College, the matter shall be referred to an Arbitration Board as provided under Article 18.4.4.1.

### **18.4.3 Expedited Arbitration**

Where the grievance has not been resolved, it shall proceed as herein provided:

#### **18.4.3.1 Arbitrators**

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable pursuant to this process, shall be heard by one of the following specially trained Arbitrators:

G. Brent	R. McLaren
J. Devlin	K. O'Neil
I. Hunter	I. Springate
B. Keller	L. Tenace

The Arbitrators shall be assigned either by agreement or failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list.

All Arbitrators so added shall undergo a training session on the Classification/Point System, to be jointly developed and presented by the parties, and all current Arbitrators shall undergo reorientation to the Classification/Point System every two **(2)** years.

#### **18.4.3.2 Time**

A single Arbitrator appointed under this expedited process shall commence to hear the matter referred within twenty-one **(21)** days of his/her appointment wherever possible, and **shall** issue a brief written notice of his/her decision within fourteen (14) days of the hearing. Copies of the decision shall be sent to the Local Union, the College, OPSEU Grievance Department and the Council.

#### **18.4.3.3 Arbitration Data Sheet**

The Arbitration Data Sheet must be completed and signed by both parties in advance of the hearing.

#### **18.4.3.4 Information to Arbitrators**

The following shall be received by the Arbitrator no less than fourteen (14) days prior to the hearing:

- the PDF supplied by the College;
- a completed Arbitration Data Sheet;
- a brief written submission by the Union describing the grievance and referencing appropriate section(s) of the PDF;
- a brief written submission by the College.

The parties shall deliver their written submissions to the other party at the same time that they are forwarded to the Arbitrator.

No written submission or materials can be considered at the hearing that have not been provided by the parties in conformity with the process set out in this clause.

#### **18.4.3.5 Site**

The hearing will take place at a site mutually acceptable to the parties. Failing agreement, the Arbitrator shall select the site.

#### **18.4.3.6 Hearing**

The parties agree that the process shall be informal and that legalistic processes normally used in conventional arbitration shall not be used. Up to three (3) Management representatives and three (3) Union representatives may attend the hearing. The parties will inform each other no less than five (5) days in advance who will attend. One (1) person from each side will be designated as spokesperson. The Arbitrator may ask questions of any of the Union or Management representatives present. The spokesperson for each party may give a summary statement normally not exceeding fifteen (15) minutes at the conclusion of the question period. While it is generally not the intent of the parties to use an outside legal counsel at an expedited arbitration hearing, the parties agree that where they intend to use such counsel at the hearing, they shall notify the other party at least ten (10) days before the date of the hearing. In addition a translator may be present if necessary. The side that requests the translator shall be responsible for the cost involved. By mutual written agreement five (5) days in advance each party may introduce an observer/observers to the meeting.

### **18.4.4 Classification Arbitration Board**

The Arbitrator appointed under Article 18.4.3.1 may decide that a particular grievance should be referred to an Arbitration Board on receipt of the documents referred to in Article 18.4.3.3 or in Article 18.4.3.4 or at the hearing. Either party may recommend such referral in its written submission to the Arbitrator.

#### **18.4.4.1 Arbitration Board Selection**

The chairperson of the Arbitration Board shall be selected from the list included in Article 18.4.3.1 and the nominees selected pursuant to the provisions of Article 18.8.

#### **18.4.5 Powers of Arbitrators in Classification Grievances**

A single Arbitrator or Arbitration Board hearing a classification grievance shall have the powers set out in Articles 18.7.4 to 18.7.8 inclusive.

##### **18.4.5.1 Restrictions**

The single Arbitrator or Arbitration Board is restricted to determining whether the grievor's PDF accurately reflects his/her assigned job content (where disagreement exists) and to determining whether the grievor's job is properly classified pursuant to the CAAT SUPPORT STAFF JOB EVALUATION MANUAL.

#### **18.4.6 Cost Sharing**

The College and the Union shall each pay one-half ( $\frac{1}{2}$ ) the remuneration and expenses of the chairperson and shall each pay the remuneration and expenses of their nominee should an Arbitration Board be utilized.

### **18.5 New Classifications**

Where a College, acting through the Executive Director of the Council, determines during the term of this Agreement that a new classification not covered in Appendix E(i) is required, the Council will advise the Joint Classification Committee (JCC) of such new classification, the duties and responsibilities therein and the point rating and the wage rate, before implementing the same. The Council agrees to arrange a meeting prior to the implementation of the new classification so as to provide the JCC the opportunity of making representations with respect to such classification provided any such meetings shall not delay the implementation of the new classification for a period in excess of one (1) month beyond initial advice of the proposed classification. Where the JCC cannot agree upon the rates established for the new classification the matter may be referred to arbitration in accordance with the provisions of Article 18.3.3 by notice in writing given to the Executive Director of the Council within ten (10) days following any meeting referred to above. The sole Arbitrator or Arbitration Board established hereunder shall be limited to determining whether the new classification is properly classified pursuant to the CAAT Support Staff Classification Manual. Such rating must be established with reference to the existing rate structure in Appendix E(i) including the relationship of the new classification with the existing classifications and in accordance with the existing wage band, point rating, and classification structure.



## **18.6 Working Conditions and Terms of Employment**

### **18.6.1 Grievances**

A complaint shall be taken up as a grievance in the following manner and sequence provided it is presented within fifteen (15) 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 employee.

#### **18.6.1.1 Step 1**

An employee shall present a signed grievance in writing to his/her immediate Supervisor stating the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the alleged violation(s) of the Collective Agreement. A meeting may be held with the Supervisor to discuss the grievance. The immediate Supervisor shall give the grievor his/her decision, in writing, within five (5) days following receipt of the grievance.

#### **18.6.1.2 Step 2**

If the grievor is not satisfied with the decision of his/her immediate Supervisor he/she shall present his/her grievance in writing within seven (7) days of the day he/she received the decision to the Department Head of the Department in which he/she is employed. The Department Head shall give his/her decision, in writing, to the grievor within seven (7) days of the presentation. It is agreed, however, that where an employee's immediate Supervisor and his/her Department Head are one and the same person, the second step shall be dealt with at the next level of supervision.

#### **18.6.1.3 Step 3**

Where the grievor is not satisfied with the decision at Step 2, he/she shall present his/her grievance in writing within seven (7) days of the date he/she received the decision to the President of the College.

The President or his/her designee shall convene a meeting concerning the grievance, within fourteen (14) days of the presentation, at which the grievor shall have an opportunity to be present, and shall give the grievor his/her decision, in writing, within seven (7) days following the meeting.

#### **18.6.1.4 Grievances - Unsuccessful Competition**

In cases of a grievance regarding an unsuccessful competition, the procedures described under Articles 18.6.1.1 to 18.6.1.3 shall apply, except that the Supervisor referred to in the

foregoing shall be the immediate Supervisor of the position for which the applicant was unsuccessful and where subsequently necessary, that immediate Supervisor's Department Head.

## **18.7 Grievance re: Dismissal, Suspension or Layoff**

### **18.7.1 General**

Articles 18.7.2 and 18.7.3 apply to an employee covered by this Agreement who has completed his/her probationary period, it being understood that the dismissal, suspension or release of an employee during the probationary period shall not be the subject of grievance.

### **18.7.2 Grievance**

An employee who claims he/she has been dismissed or suspended without just cause or improperly laid off or reassigned shall, within fifteen (15) days of the date he/she is advised in writing of his/her dismissal, suspension, layoff or reassignment present his/her grievance in writing to the President, commencing at Step No. 3 and the President, or his/her designee shall convene a meeting and give the grievor and the Union Steward his/her decision in accordance with the provisions of Step No. 3 of Article 18.6.1.3. A Union Staff Representative may be present at such meeting at the request of either the College or the Local Union.

#### **18.7.2.1 Layoff Grievance**

An employee claiming improper application of Article 15.4.3, shall state in the grievance the position(s) and name of incumbent, if any, to which the employee claims entitlement.

The College will provide the PDFs of the positions, named in the grievance, to the employee within three (3) days after the filing of the Step 3 grievance.

If the grievance is processed through Step 3, the written referral to arbitration shall specify, from the position(s) originally designated, no more than four (4) positions which shall thereafter be the subject matter of the grievance and the arbitration.

### **18.7.3 Arbitration**

If the grievor is not satisfied with the decision of the President, the grievor shall, within ten (10) days of receipt of the President's decision by notice in writing to the Director of Personnel or College's designee, refer the matter to arbitration, as provided in this Agreement.

#### **18.7.4 Powers**

The Arbitration Board shall have those powers set out in the *Colleges Collective Bargaining Act*, 1990.

#### **18.7.5 Limitations**

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.

#### **18.7.6 Arbitration Board Power**

The Arbitration Board may dispose of a grievance without further notice to any person who is notified of the hearing and fails to appear.

#### **18.7.7 Majority Decision**

The finding of the majority of the Board as to the facts and as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement, shall be final and binding upon all parties concerned including the employee(s) and the College.

#### **18.7.8 Cost Sharing**

The College and the Union shall each pay one-half (½) the remuneration and expenses of the Chairperson of the Arbitration Board and shall each pay the remuneration and expenses of the person it appoints as its nominee.

### **18.8 Arbitration Procedure**

#### **18.8.1 Referral to Arbitration**

In the event any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing grievance procedure, the matter shall then, by notice in writing given to the other party within ten (10) days of the date of receipt by the grievor of the decision of the College's Official at Step No. 3, be referred to arbitration as provided.

### **18.8.2 Arbitrators**

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable, shall be heard by an Arbitration Board of three (3) persons, which Board shall be selected as follows:

- The Chairperson shall be selected from the following list:

M. Bendel	M. Picher
G. Brent	P. Picher
J. Devlin	M. Saltman
R. Howe	G. Simmons
W. Kaplan	S. Tacon
B. Keller	L. Tenace
R. MacDowell	G. Thorne
K. O'Neil	K. Whitaker

- The Chairperson shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list;
- Following selection of a Chairperson, the College and the Union shall each appoint its appointee within ten (10) days thereafter and forthwith notify the other party and the Chairperson. However, if the College and Union mutually agree to arbitration by a sole Arbitrator, (prior to selection of a Chairperson) he/she shall be selected from the list and the other provisions referring to an Arbitration Board shall appropriately apply.

#### **18.8.2.1 Persons Excluded**

No person shall be appointed as a member of an Arbitration Board who is, or was within six (6) months prior to his/her appointment an employee or is or has within six (6) months prior to his/her appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned. Any Chairperson who declines to act on five (5) consecutive occasions shall be removed from the list and a replacement selected by mutual agreement of the parties.

## 19. DURATION

This Agreement shall continue in full force and effect until the 31st day of August, 2005, and shall continue automatically thereafter for the annual periods of one (1) year each unless either party notifies the other in writing of its desire to amend or modify the Agreement.

Notice to bargain shall be in accordance with the *Colleges Collective Bargaining Act*, 1990, and following receipt of notice to bargain the parties shall meet within thirty (30) days following such notice or such other time as may be agreed to.

EXECUTED at TORONTO, ONTARIO, this 29th day of March, 2004.

For the College Compensation and Appointments Council with respect to and on behalf of Colleges of Applied Arts and Technology

Cheryl Simpson  
B. Buckwold  
B. McCoppen  
for Council  
J. Finkler

Johnson  
J. O'Neil  
J. Tavel

For the Ontario Public Service Employees Union

Maurice Muta-Berit  
Louis St. Jules  
Beller  
Reed Fleming

Johnson  
L. M. Sand  
Leah Hul

December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **RED CIRCLE RATES**

Certain employees within the bargaining unit as of September 1, 2003 enjoyed "red circle" rates paid due to special circumstances including transfers to positions within the bargaining unit. To the extent those special circumstances continue during the term of the Collective Agreement, the employees in question shall continue to enjoy such "red circle" rates and the cents per hour differential over their respective rates and the then current applicable classification rate shall apply, subject to the reduction (or elimination) of such red circle rates by the lesser of 10 cents per hour or the elimination of such "red circle" rate, effective from September 1, 2003, September 1, 2004 and April 1, 2005.

The conditions set out herein shall also apply to bargaining unit employees at Algonquin College currently receiving a bilingual allowance.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

December 18, 2003

Ms Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

**STAND-BY**

This will confirm, as discussed during negotiations, that a College and its Local Union may enter into a local agreement regarding stand-by.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

August 28, 1987

Mr. J. Clancy  
President  
OPSEU

Dear Sir:

**LETTER OF INTENT ARTICLE 5.2**

The Support Staff Collective Agreement now provides a 15-hour formula, under Article 5.2, for time off for Local Union business at Colleges with Support Staff complements of 350 or more. This will confirm our understanding that Mohawk College and Northern College will be considered to be Colleges to which this formula will apply for the duration of this Agreement.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee



August 27, 1981

Mr. Sean O'Flynn  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario

Dear Sir:

### **LESS THAN 12 MONTH POSITIONS**

It is recognized that the Colleges have positions within the bargaining unit from time to time that, because of the nature of the service rendered, require staffing for less than twelve (12) months a year. In such a case, where less than full time employment is identified prior to the time of hiring such employees, the College may effect a layoff of such employees for a period of up to but not exceeding three (3) months in any employment year without regard to the provisions of the Collective Agreement. Notwithstanding the foregoing, seniority and service shall accumulate for all purposes under the Collective Agreement during such period of layoff. This provision shall have no application where the employee in lieu of layoff hereunder has been granted a leave of absence in which case Article 14.2 shall have application.

Prior to posting such a position, the College shall notify the Local Union of the circumstances and, where the Local Union requires discussion and explanation as to the basis for such a position being reduced to less than a twelve (12) month basis, it may request a meeting with the College, at which time a full explanation of the circumstances surrounding the designation of the position shall be given.

Yours truly,  
A.M. Pesce,  
Secretary  
Staff Affairs Committee

August 28, 1987

Mr. James Clancy  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario

Dear Sir:

**TIME-OFF - ST. LAWRENCE COLLEGE**

This will confirm the parties' agreement on the application of Article 5.2 of the Collective Agreement at St. Lawrence College.

Since there are two **(2)** OPSEU Locals at St. Lawrence College; the College will permit Local 418 up to eight (8) hours per week and Local 419 up to seven (7) hours per week, to a maximum of fifteen **(15)** hours per week at the College as a whole, under Article 5.2.

It ~~is~~ agreed that, during the term of the Agreement, this arrangement regarding time off will continue. However, the financial obligation of the College **will** be limited to the amount of twelve (12) hours.

The College will bill each Local Union for one-quarter ( $\frac{1}{4}$ ) of the hours actually used.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

August 30, 1985

Mr. Jim Clancy  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario

Dear Sir:

**RECLASSIFIED .(**

This will confirm an understanding reached during the negotiations concerning the status of employees affected by the implementation of the new classification system.

It is understood that, following the final implementation of the new classification system, and the implementation of the new wage rates on June 1, 1986, there may be a number of incumbents whose existing wage rates are above the new rates. We have agreed that, effective September 1, 1986, the salaries of those persons will be dealt with in accordance with the existing Letter of Intent concerning Red Circle Rates. This will record a further understanding concerning those persons.

It is understood that where such an employee, receiving a Red Circle Rate, is promoted to another position within the same job family to which Red Circle Rates apply as a result of the implementation of the new classification system, the person promoted will receive the appropriate Red Circle Rate for the position to which the employee has been promoted.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

August 28, 1987

Mr. Jim Clancy  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario

Dear Sir:

### **COMPUTER GROUP - RECLASSIFICATION**

This will record certain understandings arrived at during negotiations.

Incumbents as of May 31, 1986 in the Computer classifications; Computer Operators A; B; Programmers A; B and C; Programmer Analyst A; B and C; and Technical Support Specialist, shall receive the negotiated increase effective September 1, 1987 as if reclassification had not taken place. The increase will not be reduced by the red circle amount.

On September 1, 1988 the above employees will receive the same monetary (as opposed to percentage) increase as employees in the classification who commenced employment after May 31, 1986 and the red circle reductions will be applied to the differential between their new rate and the correct rate for the classification.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

October 1, 1989

Mr. J. Clancy  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario  
**M4S 2Z5**

Dear Sir:

### **CHILDCARE**

The parties agree that it is important to encourage opportunities for childcare for members of the Ontario college community.

Individual Colleges are encouraged to discuss with their Local Union related issues at the local level.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

June 23, 1983

Mr. Sean O'Flynn  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario

Dear Sir:

### **VDT & EERC**

This will record certain understandings reached during negotiations for a renewal of the Support Staff Collective Agreement, with respect to the new Article 13.4.

Where the Union College/Campus Committee is unable to reach agreement concerning additional employees to be affected by Articles 13.4.2 and 13.4.3, it is understood that either the College or the Local Union can refer the matter to the Employee/Employer Relations Committee for further discussion.

It is also understood that the Colleges will provide the Local Unions, on request, reasonable information respecting the locations of VDT equipment in use by employees in the bargaining unit in the Colleges, and the classifications of employees engaged in its use. Such requests shall be made within sixty (60) days after ratification of the Agreement and the Colleges will respond without undue delay.

Yours truly,  
A.M. Pesce  
Secretary  
Student/Staff Affairs Committee

October 1, 1989

Mr. J. Clancy  
President  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario  
M4S 2Z5

Dear Sir:

### **LONG TERM DISABILITY PLAN**

This is to confirm the understanding reached at negotiations that the Council agrees to amend the Long Term Disability Plan such that the definition of "total disability" for the first ~~two~~ year period during which benefits may be payable shall mean the inability of the disabled employee to perform the duties of his/her position. After the first two years that benefits may be payable, "total disability" shall mean the inability to perform the duties of any position for which the employee is suited by training or experience.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

September 23, 1997

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
**M3B 3P8**

Dear Madam:

### **LAYOFF/RECALL PROCESS- BUMPING**

For clarity, the parties agree that the following example demonstrates the general sequence of assignment which occurs pursuant to Article 15.4.3.

Assuming that a Clerk General C in payband 6 is to be laid off and no vacant position exists in the Clerk General C classification or in payband 6, the employee is first considered to replace the most junior employee in his/her payband. If the employee cannot satisfactorily perform the core duties and responsibilities of the job, then he/she is considered to replace the next most junior person in his/her payband, and so on. Once all positions in the employee's payband that are held by less senior employees are considered, and it is determined that the employee cannot satisfactorily perform the core duties and responsibilities of the job, vacancies in payband 5 are considered. Assuming no suitable vacancies in payband 5 exist, the position held by the least senior employee in payband 5 is considered. If the Clerk General C cannot satisfactorily perform the core duties and responsibilities of the job, the position held by the next most junior employee in payband 5 is considered, and so on until all positions held by less senior employees in payband 5 are considered. If none are suitable, vacant positions in payband 4 are considered, etc. The employee will be assigned to the first position identified pursuant to this sequence for which he/she can satisfactorily perform the core duties and responsibilities of the job.

Yours truly,  
I. McArdle  
Secretary  
Human Resources Committee



December 18, 2003

Ms Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **CONTRACTING OUT**

It is agreed that no bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out his/her work.

However, contracting out to an employer who will employ the employee with comparable terms and conditions of employment is not a breach of this letter of understanding.

An employee given notice of layoff or reassignment as a result of his/her work being contracted out may elect to take an unpaid leave of absence of up to one (1) year, in order to accept a job offered by the contractor. The leave will begin on the date that the employee commences employment with the contractor. If the employee wishes to return to the College, he/she must provide at least one hundred and twenty (120) calendar days written notice of his/her intention to return at the end of the leave.

The College will then apply Article 15.4.3, as appropriate. If no position can be identified pursuant to Article 15.4.3, no new notice of layoff under 15.4.4.1 need be provided to the employee.

The College will not provide wages or benefits to the employee during the leave.

This letter of understanding will expire on August 31, 2005, but should the parties not have reached a new Collective Agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lock-out.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

October 21, 1992

Mr. F. Upshaw  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Sir:

**JOB POSTINGS - OTHER COLLEGES**

This is to confirm the understanding reached at bargaining that in the event of a vacant position in the bargaining unit which a College advertises outside the College in a newspaper or other trade journal, the College will fax such position to the Human Resources Director of all Colleges and OPSEU. The Human Resource Directors shall provide a copy to their Local Union President. At the time an employee is laid off and provided the individual chooses to retain recall rights, the College will assist the individual to prepare a portfolio in order to facilitate placement in appropriate vacancies. Such portfolios may include such things as a performance appraisal, resume, skills assessment, current PDF and circumstances which triggered the layoff. The College will send the portfolio to any College requested by the individual. The College agrees to consider portfolios in its possession for appropriate vacancies at its College which are advertised outside the College in a newspaper or other trade journal, for the duration of their recall rights.

Should the College with a vacancy hire an employee through the above process, then the employee shall retain all past service for purposes of benefit entitlement and vacation. It is understood such retention of service shall not be credited towards the probationary period or seniority. The College may start the employee at a step higher than the start rate on the appropriate payband.

Yours truly,  
I. McArdle  
Secretary  
Human Resources Committee

November 14, 1991

Mr. F. Upshaw  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Sir:

**DIRECT OPERATING GRANTS FROM THE MINISTRY OF COMMUNITY  
AND SOCIAL SERVICES**

The parties agree that prior to a College making the determination as to how it intends to allocate any Direct Operating Grant received from the Ministry of Community and Social Services for childcare centres, the College and the Local Union shall discuss such allocation at a meeting of the Union College/Campus Committee (Article 4.2).

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

November 16, 2000

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **JOINT TRANSITIONAL COMMITTEE**

The parties agree to establish a Joint Transitional Committee to explore the potential impact of a directive from the Ministry of Training, Colleges and Universities, which would displace five (5) or more Support Staff employees due to:

- a) the creation of a new College;
- b) a College merger;
- c) a program relocation from one College to another;
- d) other restructuring initiatives affecting multiple Colleges.

The parties recognize the principles and process established in Article 14.7 and further recognize that the specifics of some matters will only become apparent when the particular programs and services to be offered at the College have been identified.

The affected College(s) will strive to achieve the transfer of program(s) so that the transfer does not cause the layoff of employees as a direct result of the transfer.

The structure of the Joint Transitional Committee will be three (3) representatives chosen by OPSEU and three (3) representatives chosen by the Council. Each party will ensure at least one (1) representative is from an affected College(s). Their mandate will be to:

- a) review the principles and guidelines as specified within the Letter of Understanding - Transfer of Programs and Services from St. Lawrence and Algonquin Colleges to La Cité collégiale (as set out in the 1997 - 2000 Collective Agreement);

- b) recommend the sequence for job postings and selection of affected employees;
- c) recommend in a timely fashion the appropriate processes or mechanisms to address the Ministry's directive.

The Joint Transitional Committee will be replaced by a Task Group comprising of:

- one (1) person appointed by each affected College
- one (1) person appointed by the OPSEU Local at each affected College
- one (1) person appointed by the re-mandated College (where applicable)
- one (1) person appointed by OPSEU for the Local Union at the re-mandated College (where applicable)
- one (1) person appointed by the Council
- one (1) person appointed on a provincial basis by OPSEU

Based on the recommendations from the Joint Transitional Committee and keeping in mind the requirements of the Agreement, the function of the Task Group will be to make recommendations:

- a) to facilitate the movement of the bargaining unit members;
- b) regarding strategies to achieve this objective;
- c) to assist bargaining unit members who choose to transfer in adjusting;
- d) to assist bargaining unit members who have not transferred with retraining or other strategies to deal with dislocations.

Yours truly,  
I, McArdle  
Executive Director  
Council of Regents

November 14, 1991

Mr. F. Upshaw  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Sir:

### **AUTOMOBILE INSURANCE**

This will confirm the parties' agreement that for those employees for whom the ownership/lease and use of an automobile is a condition of employment, the College will pay, to a maximum of one hundred and twenty dollars (\$120.00) per year, the difference between private automobile insurance and commercial automobile insurance, if required by the employee's insurer. The employee will provide to the College proof of the differential from his/her insurer.

Yours truly,  
I. McArdle  
Secretary  
Staff Affairs Committee

September 23, 1997

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

**NFL     BETWEEN BOOKLET AND ORIGINAL SIGNED VERSION**

It is understood that in the case of conflict between this booklet and the original signed Collective Agreement, the original signed document will prevail.

Yours truly,  
I. McArdle  
Secretary  
Human Resources Committee

November 16, 2000

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **SUPPLEMENTARY LIST OF ARBITRATORS**

The parties agree that they may from time to time establish a Supplementary List of Arbitrators who will be placed on such list by mutual agreement.

The Supplementary List is:

Loretta Mikus  
Mort Mitchnick

The parties agree that:

1. The List of Supplemental Arbitrators will be used when both parties agree that there is a need for additional arbitration hearing dates.
2. The parties will determine the duration that the Supplemental Arbitrators will be treated as Arbitrators named in Article 18.8.2 of the Support Staff Collective Agreement.
3. The Council will contact the Arbitrators on the Supplemental List to:
  - a) obtain a maximum of two **(2)** days per month for the agreed upon duration; and
  - b) inform the Arbitrators of the agreed upon duration.
4. At the end of the agreed upon duration, the List of Supplemental Arbitrators will revert back to its former status and the Arbitrators will no longer be contacted for hearing dates. It is understood that the agreed upon duration will not exceed the duration of the Collective Agreement.

Yours truly,  
I. McArdle  
Executive Director  
Council of Regents



December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **GRIEVANCE SCHEDULING**

The parties agree that neither of the local parties can refuse a tentative arbitration date set by the Joint Grievance Scheduling Committee for any grievance more than two **(2)** times for the same case.

Subsequent requests for adjournments will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **REVIEW OF THE CLASSIFICATION SYSTEM**

The parties agree to establish a joint committee to explore changes to the existing gender neutral classification system to facilitate the establishment of a multi-skilled workforce and enhance the job security of existing Support Staff.

The Committee shall consider:

1. combining existing job classes;
2. establishing broader based job classes;
3. whether changes are necessary to allow for better support of College services and education;
4. matters identified through the review and agreed to by the Committee;
5. implementation of Payband 15.

The Committee shall report back to their principals on the understanding that the principals will then attempt to agree on a process for implementing any of the joint recommendations of the Committee.

Each party shall appoint four **(4)** members to the Committee. The College shall be reimbursed for time spent by the Union representatives on the Committee in accordance with Article 5.1.2.

Yours truly,  
**I. McArdle**  
Executive Director  
College Compensation and Appointments Council

September 23, 1997

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

#### **ARTICLE 15.5.1 - SEVERANCE PAY**

For ease of reference in applying Article 15.5.1, the parties have agreed to summarize the current severance pay obligations under the *Employment Standards Act*, as of September 1, 1997, for employees with more than five (5) years of employment, recognizing that reference should always be made to the Act, and the Act is subject to amendments from time to time.

Employees with more than five (5) years of employment are entitled to receive severance pay equal to the employee's regular wages for a regular non-overtime work week times (x) the number of years of employment to a maximum of twenty-six (26) weeks. A partial year of employment is prorated by month.

Employees with more than five (5) years of employment who are laid off may elect to receive their severance entitlement pursuant to the Act. If such an election is made the employee is deemed to have waived his/her recall rights under the Collective Agreement.

If the employee chooses to retain recall rights, the employee's severance entitlement is paid out when the employee's recall rights have expired or at any time the employee chooses to waive recall rights.

If an employee who has chosen to retain recall rights is subsequently recalled, the severance payment is retained by the College.

Yours truly,  
I. McArdle  
Secretary  
Human Resources Committee

November 16, 2000

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **ACCRUAL OF SERVICE AND SENIORITY**

The parties agree that to the extent that Articles 8.1.4.1, 14.2, and 11.2 may contain limitations on the accrual of service, seniority or vacation, during periods of LTD or illness or while in receipt of WSIB benefits and these limitations are found to violate the *Ontario Human Rights Code*, the employer agrees to hold the Union harmless from any penalties or damages that may be assessed against the Union as a result of such finding.

Yours truly,  
I. McArdle  
Executive Director  
Council of Regents

September 23, 1997

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

**CLARIFICATION REGARDING THE USE OF THE WORD "PERSONS"**

It is agreed between the parties that the reason individuals are referred to as "persons" after being laid off, is to clarify that the rights that remain for such individuals are those that are specified in the agreement, and to avoid confusion as to the rights that "employees" enjoy such as vacation, benefits and holiday entitlement.

Yours truly,  
I. McArdle  
Secretary  
Human Resources Committee

November 16, 2000

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **SHORT TERM DISABILITY PLAN**

The parties agree to modify the "Employee Benefits" booklet as follows:

### **SHORT TERM DISABILITY PLAN (STD)**

**(September 1, 2000)**

You will become eligible for the Short Term Disability Plan (STD) on the first day of the month following three months of continuous full-time employment, if you are actively at work full-time on that day. If you are not actively at work full-time on that day, coverage will be delayed until you are actively at work full-time.

The STD will provide benefits for the first 130 working days you are absent due to an illness or disability in a "plan year". The first eight (8) working days in the "plan year" will be paid at 100% of your regular base earnings with the remainder of the 130 working days paid at 75% of your regular base earnings. Effective September 1, 2001, the first ten (10) working days in the "plan year" will be paid at 100% of your regular base earnings with the remainder of the 130 working days paid at 75% of your regular base earnings. The "plan year" begins on September 1 of each year.

If you recover from one absence due to illness or disability but are again absent due to illness or disability during the plan year, STD benefits will recommence from the point at which they were discontinued.

Full STD benefits are normally reinstated on the first working day of each new plan year, provided you are actively at work full-time on that day and you are not absent again for the same or related cause for which benefits were paid under the previous year's entitlement. If you are absent on that day, the following procedures will apply:

- (1) (a) FullSTD benefits will be reinstated following one month of return to your regular hours of work provided you are not again absent due to the same illness or disability.  
  
(b) If you are absent due to the same illness or disability, you may only use the balance of benefits from the previous plan year.
- (2) If you return to your regular hours of work and are absent due to illness or disability during the first 30 calendar days following your return due to a different illness or disability, full benefits will be reinstated at the end of that period. However, this absence may be covered by any balance of credits from the previous plan year, as indicated below.

Short Term Disability payments will be reduced by other disability payments being received such as from the Canada Pension Plan or the Workplace Safety Insurance Board.

### **ACCUMULATION OF UNUSED STD DAYS**

#### **Effective September 1, 2000**

Any of the eight (8) days paid at 100% that are unused at the end of the plan year will be carried forward to the next plan year to be used in future years. Unused days can only be carried forward to a maximum accumulation of 122 working days and may only be used for the STD benefit.

This extends the number of days you receive 100% of your regular base earnings from eight (8) working days by the number of unused STD days that have been "banked" to a maximum of 130 working days. Once these days have been used, the remainder of the 130 working days allowed in a plan year will be paid at 75% of your regular base earnings.

Upon retirement, layoff or termination of employment, unused days banked in your name shall be cancelled and shall be of no effect.

#### **Effective September 1, 2001**

Any of the ten (10) days paid at 100% that are unused at the end of the plan year will be carried forward to the next plan year to be used in future years. Unused days can only be carried forward to a maximum accumulation of 120 working days and may only be used for the STD benefit.

This extends the number of days you receive 100% of your regular base earnings from ten (10) working days by the number of unused STD days that have been "banked" to a maximum of 130 working days. Once these days have been used, the remainder of the 130 working days allowed in a plan year will be paid at 75% of your regular base earnings.

Upon retirement, layoff or termination of employment, unused days banked in your name shall be cancelled and shall be of no effect.

After you have used the 130 working days of STD benefits, which are available in one plan year (together with any extensions available, if any, pursuant to the "Accumulative Sick Leave Credits" specified below), benefits may be provided under the Long Term Disability Insurance Plan, underwritten by Sun Life Assurance Company of Canada.

The full cost of all Short Term Disability benefits is paid by the College.

**ACCUMULATIVE SICK LEAVE CREDITS  
PRIOR TO SEPTEMBER 1, 1973  
AND NOT APPLICABLE TO SUPPORT STAFF  
HIRED AFTER SEPTEMBER 1, 1973**

Your accumulative sick leave credits prior to September 1, 1973 will be maintained. However, there will be no further accruals or transfer-in of accumulative sick leave after September 1, 1973. Existing accruals will be frozen and used to supplement the STD Plan. One-quarter of a credit from the accrual will be used to supplement each day under the STD plan from 75% to 100% of earnings.

If, at the end of the 130 working days STD period there are any unused credits in the sick leave accrual, you will continue to draw sick leave on a per day basis at 100% of earnings level until these credits are exhausted. The commencement of Long Term Disability benefits, will be deferred until all sick leave entitlements have been paid.

Any vesting provisions that may have been established or agreed to by the College applicable to past sick leave credits recognized at the commencement of employment will continue to apply to any such unused credits remaining in the accrual, in accordance with the conditions and provisions established by the College at the commencement of employment. The vesting provisions established by the College applicable to current sick leave credits accrued while employed by the College will apply to any such unused credit remaining in the accrual. The dollar amount of any cash benefit to be paid in accordance with the relevant conditions established by the College will be based on salary at December 31, 1977 or in the case of some former public servants retiring prior to December 31, 1977, the date of retirement. The gratuity is calculated in accordance with the following formula:

$$\frac{\text{No. of days of credit}}{2} \times \frac{\text{Salary at December 31, 1977}}{26}$$

The cash benefit payable following an employee's death will be determined in the same manner as for a retirement.



Vesting provisions distinguish between sick leave credits earned before and after joining the College, and therefore the accrual will be determined on a first-in first-out basis. (Viz: The transferred credits are used before College credits are drawn upon).

Since these benefits relate to the old cumulative Sick Leave Plan, they will be paid by the College.

Yours truly,  
I. McArdle  
Executive Director  
Council of Regents

November 16, 2000

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **NEW INITIATIVES**

The parties agree to establish a joint committee to explore the creation of a new type of position, within the bargaining unit, of a specific duration to allow the College to:

- a) initiate and develop new College ventures or pilot projects; and
- b) assign staff to projects of a known duration.

The Committee shall report back to their principals on the understanding that the principals will then attempt to agree on a process for implementing any of the joint recommendations of the Committee.

Each party shall appoint four **(4)** members to the Committee. The College shall be reimbursed for time spent **by** representatives on the Committee in accordance with Article 5.1.2.

Yours truly,  
I. McArdle  
Executive Director  
Council of Regents

December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
**M3B 3P8**

Dear Madam:

**APPOINTMENT OF CLASSIFICATION ARBITRATORS**

The parties agree that the Joint Classification Committee (JCC) is empowered to select up to two **(2)** Arbitrators to be added to the list contained in Article 18.4.3.1.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **EXTENDED HEALTH CARE PLAN**

This letter confirms that the Extended Health Care Plan will be modified as follows:

In any Calendar Year, the Plan will cover 85% of the costs, up to a combined maximum of \$1,500, for the licensed paramedical specialists listed below, per person.

Paramedical services must be deemed by the profession's licensing/regulatory board to be within the scope of that profession. A service deemed to not be within the scope of the profession will not be covered.

Services of licensed psychologists must be ordered by a doctor for the treatment of an illness.

Doctor's order required	Doctor's order not required
psychologist	osteopath*, chiropractor*, chiropodist*, podiatrist*, naturopath, massage therapist, speech therapist, physiotherapist, audiologist, optometrist/ophthalmologist, occupational therapist
* includes one x-ray examination per specialty each Calendar Year	

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **WORKPLACE WELLNESS**

The parties recognize the value of ensuring that employees work within the parameters of the Collective Agreement and that a positive workplace generates benefits for all members of the College community. As a result, the parties agree that the EERC will:

- a) investigate components of workplace wellness;
- b) identify sources of workplace stressors;
- c) assess mechanisms for relieving existing workplace stressors;
- d) review Colleges' current practices;
- e) gather and analyze information on employee concerns: and
- f) gather and analyze information on management concerns.

The EERC will provide the parties with its findings six (6) months prior to the expiration of this Collective Agreement.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

December 18, 2003

Ms. Leah Casselman  
President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **RETURN-TO-WORK**

Every College shall have a Return-to-Work (RTW) policy within six (6) months from December 18, 2003 to support injured and ill employees in returning to work. Each policy shall contain the following:

- a statement of commitment that describes how the program will operate, which may include a permanent or ad hoc Return-to-Work Committee, consisting of representatives from the College and the Local Union
- strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed
- a description of roles and responsibilities for the various stakeholders involved in the RTW process
- a RTW process that outlines the steps to be followed in managing individual return-to-work cases, including a mediation component, if appropriate
- a communications and training component
- a process for regular reviews of the program

It is agreed that where a meeting as contemplated in this letter takes place by mutual consent, during regular working hours, representatives of the Local Union shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attending such a meeting. Time off to attend meetings shall not be unreasonably denied.

Yours truly,  
I. McArdle  
Executive Director  
College Compensation and Appointments Council

December 18, 2003

Ms. Leah Casselman  
President, Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Madam:

### **ALTERNATIVE INSURANCE PLAN FOR RETIREES**

The parties agree that a subcommittee of the Joint Insurance Committee (JIC) comprising three (3) persons appointed by OPSEU and three (3) persons appointed by the Council shall be formed to investigate the feasibility of instituting an "alternative insurance plan" to be made available to all retirees.

If the subcommittee concurs that such a plan is feasible then the committee shall undertake to establish an "alternative insurance plan", which shall reflect the overriding principle that the coverage provided be a single, comprehensive policy designed to protect the subscriber from excessive health and dental costs. The "alternative plan" may not provide the same health and dental coverage as the current benefit provisions. Accordingly, the "alternative plan" may have restrictions including but not limited to:

- no coverage for regular, predictable expenditures
- restricted access to paraprofessional groups
- annual deductibles and annual maximums for each paraprofessional group
- annual deductible for medicines and supplies
- no coverage for semi-private hospital
- no coverage for out-of-country
- benefit periods for vision and hearing coverage that reflect normal industry benefit periods rather than calendar periods

Negotiated amendments to Support Staff Extended Health, Dental, Vision and Hearing Care Active Plans shall be assessed by the JIC for possible inclusion in the coverage of such an "alternative plan".

The subcommittee will complete its tasks no later than six (6) months following December 18, 2003. The College shall be reimbursed for time spent by the Union representatives on the subcommittee in accordance with Article 5.1.2.

Yours truly,  
I. McArdle  
Executive Director, College Compensation and Appointments Council

**APPENDIX A  
JOINT INSURANCE COMMITTEE  
SUPPORT STAFF**

**1. Name of Committee**

The Committee shall be referred to as the Joint Insurance Committee (Support Staff).

**2. Purpose of the Committee**

The purpose of the Committee is to facilitate communications between the Council and OPSEU on the subject of group insurance applicable to the Support Staff Bargaining Unit, including Basic Life, Supplementary Life Insurance, Extended Health Insurance, Long Term Disability Insurance, the Dental Plan and such other negotiated benefits that may, from time to time, be included in the Group Insurance Plan.

Nothing herein shall prevent this Committee from meeting jointly with any comparable Committee, if established, concerning the Academic Staff Bargaining Unit should it be mutually agreed between this Committee and such other Committee.

It is understood that the group insurance benefits to be provided to employees and the cost sharing arrangements shall be as set out in the applicable Collective Agreement and the matters for consideration by this Committee shall be only as set out in these terms of reference.

**3. Composition of the Committee**

The Committee shall be composed of an equal number of representatives from the Council and OPSEU with not more than eight (8) representatives in total.

At meetings of the Committee each party may be accompanied by up to two **(2)** resource persons to provide actuarial or other technical advice. Additionally, when necessary, representatives of the insurance carrier shall attend meetings to provide information but shall not act as resource persons for either party.

**4. Duties of Committee**

The duties of the Committee shall consist of the following:

- (i) development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);



- (ii) consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (iii) recommendation to the Council on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (iv) consideration and recommendation to the Council on the renewal of existing contracts of insurance upon expiry;
- (v) review of the financial reports on the Group Insurance Plan; and
- (vi) review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

## **5. Specifications for Public Tender**

When specifications for public tender are required to obtain the services of an insurance carrier, the duties of the Committee shall be to:

- (a) develop and recommend specifications for tender;
- (b) consider and examine all tenders submitted in response to the specifications;
- (c) make a recommendation to the Council with respect to the selection of a carrier.

The specifications for tender will describe the benefits to be provided, the cost sharing arrangements, the past financial and experience history, the appropriate employee data, the format for the retention illustrations for each coverage, the financial reporting requirements, and other parameters as appropriate.

The tendering process will be conducted through the Ontario Government's Public Tenders Office. Tenders shall be entertained from any insurance carrier and such carrier may act solely on its own behalf or may arrange reinsurance as may be necessary.

The basis for recommendation of an insurance carrier will include the ability of the carrier to underwrite the Plan, compliance of carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

## **6. Policy Renewals**

Following receipt of an existing insurance carrier's proposal for renewal of an insurance contract, the Committee shall:

- (a) examine and analyze the proposal, assessing the completeness, fairness and validity of the proposal;
- (b) assess the funding methods employed in the insurance policy;
- (c) assess and monitor the deposit accounts;
- (d) suggest and discuss alternative proposals and funding methods with the carrier; and
- (e) make recommendations to the Council with respect to acceptance of the carrier's renewal proposals, funding methods and deposit account administration.

The basis for recommendations for renewal will take into account the level of service provided by the carrier and the expected long term net cost of benefits.

## **7. Experience Review**

The Committee will also meet as required to review the financial experience under the Plans. The specifications for tender will describe the information to be included in the financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claims and other reserves. The Committee shall request the insurance carrier(s) to provide such additional information as may be necessary.

## **8. Recommendations**

If the Committee fails to agree on any recommendation to the Council that is contemplated by these Terms of Reference, the members of the said Committee nominated by the Council and OPSEU may each make a recommendation in writing to the Council, supported by reasons for their respective recommendations.

It is understood that the Council at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plans) it may consider in the best interest of the employees and Colleges and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Committee.

## **APPENDIX B INCLUSION PROCEDURES**

The parties recognize that the question of whether or not a particular person is or is not a member of the bargaining unit has not traditionally been dealt with at the bargaining table, and has normally been resolved by direct discussion between the Council/College and the Union or by the Ontario Labour Relations Board based on the existing duties and responsibilities of the person in question.

The following conditions are applicable to persons who are employed by a College of Applied Arts and Technology (hereinafter called "the College") in positions designated as Administrative Staff or otherwise excluded from the Support Staff Bargaining Unit and who are found to be bargaining unit employees as a result of specific decisions of the Ontario Labour Relations Board or **by** agreement of the Council/College and the Union:

### **1. Terminology**

- (i) All references herein to Articles, Sections and Appendices shall refer to Articles, Sections and Appendices of the Collective Agreement for Colleges of Applied Arts and Technology Support Staff Employees.
- (ii) "Employee" or "Employees" shall refer to persons who are employed by a College in positions designated as Administrative Staff or otherwise excluded from the Support Staff Bargaining Unit and who are found to be Bargaining Unit employees as a result of specific decisions of the Ontario Labour Relations Board or by agreement of the Council/College and the Union.

### **2. Application**

This Appendix shall apply to any persons included in the Support Staff Bargaining Unit by decisions of the Ontario Labour Relations Board or agreement between the Council/College and the Union, from January 1, 1980, and thereafter.

### **3. Determination of Classification**

- (a) (i) Where there is a classification set out in Appendix E which fairly and reasonably reflects the duties and responsibilities involved in the position of the employee, he/she will be assigned to that classification. It is understood that the employee may challenge the propriety of such assignment under Article 18.4 and it is limited to a claim that the assignment should have been to another existing classification set out

in Appendix E. If the claim is that there is no appropriate classification, the matter will be dealt with under (b) below.

- (ii) Where there is no classification set out in Appendix E which fairly and reasonably reflects the duties and responsibilities involved in the position of the employee, then Article 18.5 shall apply.
- (b) Where he/she claims that there is no appropriate classification set out in Appendix E, which fairly and reasonably reflects the duties and responsibilities then such dispute will be referred to a joint committee consisting of three (3) representatives of the Union and three (3) representatives of the Colleges acting through the Executive Director of the Council. It is understood that this claim must be made to the Committee within thirty (30) calendar days of the assignment to the classification and the joint committee must make its determination within ten (10) calendar days of the matter being referred to it. If there is no decision or agreement reached within ten (10) calendar days then the matter may be referred to Arbitration, by either party, it being understood that the jurisdiction of such Arbitration Board shall be limited to determining whether or not there is any existing classification set out in Appendix E that is appropriate.

#### **4. Determination and Treatment of Wages**

- (a) Where employees are assigned to an existing classification pursuant to 3(a)(i) or if the Committee or Arbitration Board under 3(b) determines that there is an existing appropriate classification:
  - (i) If the employee's hourly rate calculated in accordance with Article 6.1 at the date of inclusion is less than or within the range as set out in Appendix E for the appropriate classification, placement will be at the step which is appropriate in accordance with the length of service in the position with the College; it will not be less than the hourly rate applicable at the date of inclusion.
  - (ii) If the employee's hourly rate calculated in accordance with Article 6.1 at date of inclusion is above the range as set out in Appendix E for the appropriate classification, placement will be at maximum with no reduction in hourly rate, but that rate calculated is red circled and is subject to reduction according to future red circle agreements.
- (b) Where there is no appropriate classification under 3(a)(ii) or by determination under 3(b), the employee shall continue to receive his/her hourly rate, calculated in accordance with Article 6.1, applicable at the date of inclusion and will be eligible for future general adjustments in rate in accordance with the Collective Agreement for Colleges of Applied

Arts and Technology Support Staff until such time as a new classification and rate is established. When the new classification and rate is established, 4(a) shall apply as appropriate from the date of inclusion.

- (c) It is understood that reference to "date of inclusion" in this Appendix means the date of the Ontario Labour Relations Board decision unless extended by agreement of the parties or date of any agreement by the Council/College and the Union.

## **5. Seniority**

Employees will be accorded full seniority based on length of service with a College calculated in accordance with Articles 14.1 and 14.2.

## **6. Vacation**

- (a) Employees will retain vacation entitlement earned as Administrative Staff or an otherwise excluded employee for the vacation year in which the date of inclusion occurs and one (1) additional vacation year and vacation pay shall be in accordance with Articles 11.2, 11.3 and 11.4.
- (b) Effective June 30th of the vacation year thereafter and of each subsequent vacation year, there will be a reduction in vacation entitlement of one (1) day until such vacation entitlement coincides with entitlement under the effective Collective Agreement for CAAT Support Staff and vacation pay shall be in accordance with Articles 11.2, 11.3 and 11.4.
- (c) For the purpose of calculating an employee's vacation entitlement under Article 11, it is agreed that the employee will receive credit for one hundred per cent (100%) of his/her continuous service in the College.

## **7. Basic Life Insurance, Extended Health Insurance, Dental Insurance, Supplemental Life Insurance, Dependent Life Insurance, Short Term Disability Plan, Long Term Disability Insurance, Vision and Hearing Care Plans.**

These Support Staff Plans are effective the first day of the third calendar month following date of inclusion.

## **8. All other terms and conditions of employment**

Except as specifically referred to herein, employees shall not be entitled to any terms or conditions contained in the Collective Agreement for CAAT Support Staff employees prior to the date of inclusion.

## **9. Union Dues**

Union dues deductions will commence from the **date** of inclusion.

## **APPENDIX C AVERAGING OF HOURS**

1. The number of hours of work per week prescribed shall be computed as a weekly average over six (6) months where the duties of an employee require that he/she work more than the number of hours per week normally prescribed at regularly recurring times of the year, or that the number of hours per week be normally irregular.
2. The averaging period for the employee will conform to the six (6) month period which reflects the work cycle of that employee, and will be reported to the Union.
3. Periods of employment of less than six (6) months in an averaging period, e.g., due to appointment, transfer, separation, etc., will be pro-rated.
4. For the six (6) month averaging period, the hours of work required are nine hundred and ten (910) hours, which corresponds to a thirty-five (35) hour week, nine hundred and forty-two and one-half (942½) hours which corresponds to a thirty-six and one-quarter (36¼) hour week, nine hundred and seventy-five (975) hours corresponding to a thirty-seven and one-half (37½) hour week or one thousand and forty (1,040) which corresponds to a forty (40) hours week.
5. A record will be maintained for each employee affected showing a running total of hours worked. When an employee's accumulation of hours worked at the end of each three (3) month period is viewed by the College as excessive, he/she may be required to take time off, on an hour-for-hour basis, in order to bring his/her hours accumulation into line with the hours requirement for the averaging period. In such a case, he/she will be given reasonable notice where circumstances permit, of any such time off.

At the end of the averaging period, any excess hours standing to the employee's credit over and above the stipulated hours requirement will be considered as overtime and multiplied by one and one-half (1½) to show the employee's "overtime credit" for pay or compensating leave purposes.

6. The employee shall be paid for his/her overtime credits. Such payments shall be made at the hourly rate he/she was receiving on the last day of the averaging period.
7. Notwithstanding Paragraph 6, compensatory time off may, however, be substituted for payment of overtime credits where there is insufficient work for an employee to the extent that his/her presence is not required for a period of time. In such a case, the College has the authority to direct that the employee take time off rather than receive pay for his/her overtime credits, and such time off shall be taken during the first six (6) months of the next averaging period at a time mutually agreeable between the employee and the College.

## Article 10.00

8. Any hours worked on a holiday or other day that **is** not a regular working day for the employee **will** be treated as overtime and converted to "overtime credits" by multiplying by one and one-half ( $1\frac{1}{2}$ ) and recorded for each employee. The employee shall be paid for all such overtime credits at least quarterly and at the rate he/she was receiving when the overtime was worked.



## **APPENDIX D TEMPORARY EMPLOYEES**

1. The terms of this Appendix apply to persons employed on a casual or temporary basis to replace bargaining unit employees absent due to vacation, sick leave or leaves of absence.
2. The rate to be paid to such an employee shall be the appropriate rate applicable to the classification of the replaced employee, subject to progression steps applicable to the replacing employee, where appropriate.
3. The replacing employee shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.
4. The Union shall be notified at the commencement of employment, and upon the expiry of the term of employment.
5. In addition to the hourly rate of pay, the employee shall receive an additional six per cent (6%) in lieu of all fringe benefits, including vacation.
6. The employee shall be entitled to the provisions of Articles 6.2, 7.5 and 10 of the Agreement.
7. The employee may be released by the College before the termination date of any term of employment, for replacement need changes or operational requirements.
8. Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.
9. If an employee is appointed to a regular bargaining unit position after September 23, 1997, he/she shall be credited with full seniority, after completion of the probationary period, based on full credit for Appendix D service calculated at a day's seniority for each day worked (261 days of work equals one (1) year). When an Appendix D employee is appointed to a regular bargaining unit position and has previous service as a part-time Support Staff employee, seniority shall also be credited in accordance with Article 14.3.
10. For the purposes of job competitions, in addition to any other factor that the College considers relevant, consideration will be given to service with the College.
11. No other provision of the Collective Agreement shall apply to Appendix D employees unless otherwise stated in this Appendix.

**APPENDIX E**  
**EFFECTIVE SEPTEMBER 1, 2003**

**HOURLY WAGE RATE**

Payband	Start	6 months	1 year	2 years	3 years	4 years
1	13.11	13.50	13.92	14.33	14.76	15.20
2	13.61	14.02	14.44	14.87	15.32	15.78
3	14.17	14.60	15.04	15.49	15.95	16.43
4	14.73	15.16	15.63	16.09	16.57	17.07
5	15.29	15.75	16.22	16.71	17.20	17.73
6	15.91	16.40	16.88	17.40	17.91	18.45
7	16.54	17.05	17.55	18.08	18.62	19.18
8	18.05	18.59	19.15	19.72	20.31	20.92
9	19.53	20.12	20.71	21.33	21.98	22.64
10	21.12	21.74	22.40	23.07	23.76	24.48
11	22.82	23.51	24.22	24.95	25.69	26.46
	24.69	25.43	26.19	26.98	27.79	28.62
	26.73	27.53	28.37	29.21	30.09	30.99
	28.92	29.79	30.68	31.60	32.55	33.53
15	31.29	32.23	33.20	34.20	35.22	36.28

**APPENDIX E**  
**EFFECTIVE SEPTEMBER 1, 2004**

**HOURLY WAGE RATE**

Payband	Start	6 months	1 year	2 years	3 years	4 years
1	13.51	13.91	14.33	14.76	15.20	15.66
2	14.01	14.44	14.87	15.32	15.78	16.25
3	14.60	15.03	15.49	15.96	16.43	16.92
4	<del>15.17</del>	<del>15.62</del>	16.09	16.57	17.07	17.58
5	<del>15.74</del>	<del>16.22</del>	16.71	17.21	17.72	18.26
6	16.39	16.89	17.39	17.92	18.45	19.00
7	17.04	17.56	18.08	18.62	19.18	19.75
8	18.59	19.15	19.72	20.32	20.92	21.55
9	20.11	20.72	21.33	21.97	22.64	23.32
10	21.75	22.40	23.07	23.76	24.47	25.22
11	23.51	24.22	24.94	25.69	26.46	27.25
12	25.43	26.19	26.98	27.78	28.62	29.48
13	27.53	28.36	29.22	30.09	30.99	31.92
14	<del>29.79</del>	<del>30.68</del>	31.60	32.55	33.52	34.53
15	<del>32.23</del>	<del>33.20</del>	34.19	35.22	36.27	37.36

**APPENDIX E**  
**EFFECTIVE APRIL 1, 2005**

**HOURLY WAGE RATE**

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	13.57	13.98	14.40	14.83	15.28	15.74
2	14.08	14.51	14.95	15.40	15.85	16.33
3	14.67	15.11	15.57	16.04	16.52	17.01
4	15.25	15.69	16.17	16.65	17.16	17.67
5	15.82	16.30	16.79	17.29	17.81	18.35
6	16.47	16.97	17.48	18.01	18.54	19.10
7	17.12	17.65	18.17	18.71	19.28	19.85
8	18.68	19.24	19.82	20.42	21.03	21.65
9	20.22	20.82	21.44	22.08	22.75	23.44
10	21.86	22.51	23.19	23.88	24.60	25.34
11	23.63	24.34	25.07	25.82	26.59	27.39
12	25.56	26.32	27.11	27.92	28.77	29.63
13	27.67	28.50	29.36	30.24	31.14	32.08
14	29.94	30.83	31.76	32.71	33.69	34.70
15	32.39	33.36	34.36	35.40	36.45	37.55

JOB FAMILY/CLASSIFICATION	PAYBAND														No. of Wage Rate Steps
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Bus Driver					A										4
Caretaker		A		B											3
Child/Adult Development Counsellor									A						6
Clerk, General		A		B		C		D							6
Clerk, Supply			A	B	C										6
Computer Operator						A		B							6
Data Entry Operator				A	B										6
Driver					A										3
Early Childhood Education Worker									A						6
Food Service Worker		A		B	C										A-3,B-4,C-4
General Maintenance Worker							A								6
Library Technician							A		B						6
Microcomputer Operator					A	B									6
Nurse										A					5
Operating Engineer						A		B	C						3
Practical Nurse								A							4

NOTE The selection of the appropriate pay rates within a pay band and the progression through these rates is set out in Article 7.3. The following example outlines its application. An employee new to the position of Caretaker A (in Pay Band 2) will start at \$14.87 as of September 1, 2003, a Caretaker A with 6 months of service in the position as of September 1, 2003 will be paid at the rate of \$15.32 per hour and a Caretaker A with 1 year or more of service in the position as of September 1, 2003 will be paid at the rate of \$15.78 per hour.

JOB FAMILY/CLASSIFICATION														No. of Wage Rate Steps
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Programmer							A	B		C				6
Programmer/Analyst										A	B	C		6
Reproduction Equipment Operator				A		B		C						6
Secretary						A	B	C						6
Security Guard				A										3
Skilled Trades Worker									A					3
Support Services Officer								A	B		C		D	6
Switchboard Operator					A									6
Systems Analyst													A	6
Technical Support Specialist													A	6
Technician					A			B	C					6
Technologist								A		B	C			6
Typist/Stenographer			A	B	C									6

## **APPENDIX F JOINT CLASSIFICATION COMMITTEE**

### **1. Name of Committee**

The Committee shall be referred to as the Joint Classification Committee (JCC).

### **2. Purpose of the Committee**

The purpose of the JCC is to discuss and where mutually agreed upon, resolve issues pertaining to:

- a) system-wide matters relating to the CAAT Support Staff Classification/Point System (CPS);
- b) recommendations for new classifications;
- c) guidelines and procedures for training including matters contained in Article 18.4.3.1 Arbitrators of the Support Staff Collective Agreement;
- d) adjustments to the CPS manual.

### **3. Composition of Committee**

- a) The JCC will be composed of an equal number of representatives from the Union and Management with not more than eight (8) representatives in total.
- b) Each party will be responsible for the appointment of its members and may appoint one (1) additional resource person.
- c) Each party shall designate a Co-chair who will be responsible for the coordination of the meetings.
- d) Notwithstanding 3 a), either party may invite one (1) or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured.

### **4. Meetings**

- a) The frequency of the meetings shall be established by the JCC. The JCC shall endeavour to meet on a monthly basis,

- b) Management will be responsible for the recording of the Minutes that will represent the major subject matters discussed. The approved Minutes shall be signed by the Co-chairs.

## **5. Duties of the Committee**

- a) The JCC will primarily concern itself with matters that have system-wide application and other items as mutually agreed upon.
- b) The JCC will not address items that are the subject of a formal grievance.
- c) The JCC will be responsible for updating the CPS manual and the distribution of such updates.
- d) The JCC will review the need for classifications to be added or deleted from the CPS. A joint recommendation may be developed and submitted to the respective Bargaining Teams outlining the suggested change and supporting rationale,
- e) The JCC will develop guidelines and procedures for joint training pertaining to the CPS and shall provide orientation to the Expedited Arbitrators in accordance with Article 18.4.3.1 in the Support Staff Collective Agreement.



**APPENDIX G**  
**SUMMER STUDENT WORKERS**

1. The terms of this Appendix apply to students employed temporarily for more than twenty-four (24) hours per week during the period of May 1 to August 31 inclusive.
2. No bargaining unit employee shall be laid off or have his/her normal hours or weeks of work reduced as a direct result of the hiring of these students.
3. The College shall notify the Local Union of both the start and planned termination dates of employment.
4. The students shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.
5. The students may be released by the College before the termination date.
6. The students shall be paid an hourly wage rate not less than eight dollars (\$8.00) per hour.
7. The students shall be entitled to the provisions of Articles 6.2 and 7.5 of the Agreement.
8. Students covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.
9. No other provisions of the Collective Agreement shall apply to the students unless otherwise stated in this Appendix.

The following recommendation of the Joint Insurance Committee - Support was endorsed by the parties for implementation.

**RECOMMENDATION  
TO  
THE SUPPORT STAFF BARGAINING TEAMS**

The Support Staff Joint Insurance Committee recommends that eligible LTD recipients covered under Policy 13848 GD have their benefits increased on an ad hoc basis so that their total monthly indemnity is  $66\frac{2}{3}\%$  of their earnings at date of disability increased by the amount of the Consumer Price Index each year since that date,

An LTD recipient under this policy whose current monthly indemnity as described in the group insurance policy is less than the amount indicated in the above paragraph will be eligible for this ad hoc adjustment. A recipient whose monthly indemnity is equal to or greater than the amount indicated in the above paragraph will not be eligible.

This adjustment in benefits is to be effective April 1, 1987, and will continue as long as the recipient is entitled to benefits.

Sun Life Assurance Company has advised that the LTD reserve must be increased by \$204,234. This cost will be shared in accordance with current premium sharing arrangements. The employer cost will be 75% or \$153,175.50 and the employee cost will be 25% or \$51,058.50, both to be taken from the LTD policy fund.

This adjustment is jointly recommended by both Union and Management nominees to the Joint Insurance Committee.

H. E. Smith  
for Management Nominees

Kerry Gennings  
for Union Nominees

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