

# Management Offer for Settlement November 12, 2009

## Appendix 1 Agreed-to Items (Subject to Ratification)

Agreed-to August 28, 2009

### Article 3 - Relationship

- 3.03** The Union further agrees that there will be no solicitation for membership, collection of dues, Union Executive or membership meetings or other Union activities on the College premises, except as specifically set out in this Agreement or by written permission of the College concerned, but such permission shall not be unreasonably withheld.

**In January, the Union Local may request and the College shall provide the current address and phone number on file for full-time and partial-load employees.**

Agreed-to August 20, 2009

### Article 4 - No Discrimination/Bullying/Psychological Harassment

#### 4.02 A 4 (New)

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

**The College and the Local Union shall cooperate to the fullest extent possible to ensure the work environment is free from bullying/psychological harassment.**

#### 4.02 A 5 (New)

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

- (a) Adversely affects an employee's dignity, or psychological or physical integrity, and/or**

- (b) Takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or**
- (c) Results in a harmful work environment.**

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

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

#### **4.02 A 6 (New)**

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

#### **4.02 A 7 (New)**

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

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

- **the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;**
- **a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance;**
- **the legitimate right and responsibility of managers to conduct ongoing evaluation of employee performance at work, which may include reasonable criticism of performance and/or may result in reasonable changes to a person's assignment as a result of an evaluation;**
- **the legitimate right of Union members and officials to reasonably conduct grievance investigations, file grievances, conduct inspections, lawfully picket and, without limiting the aforementioned, generally conduct Union business in a reasonable manner;**
- **the legitimate right and responsibility of employees to correct inappropriate student behaviour and maintain order in the work environment in a reasonable manner;**
- **respectfully expressing disagreement or reasonably stating a contrary point of view;**
- **the legitimate exercise of freedom of thought and inquiry, and expression.**

**4.02 A 8 (New)**

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

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

*(Renumber subsequent articles.)*

Agreed-to August 12, 2009

**Article 5 – No Strike and No Lock-Out**

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

Agreed-to August 20, 2009

**Article 8 – Union Business**

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

Agreed-to August 12, 2009

**Article 10 – Union Deduction**

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

Agreed-to August 28, 2009

**Article 11 - Workload**

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

Agreed-to August 12, 2009

**Article 14 – Salaries**

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

Agreed-to August 29, 2009

**Article 15 – Vacations**

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

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

Agreed-to July 16, 2009

**Article 16 – Holidays**

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

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

Agreed-to August 29, 2009

**Article 17 – Short-Term Disability Plan (STD)**

**17.01 F 7 (New)**

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

Agreed-to October 20, 2009

**Article 19 – Other Insurance Plans**

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

Agreed-to November 10, 2009

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

Agreed-to August 29, 2009

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

Agreed-to July 23, 2009

### Article 20 – Professional Development Leave

- 20.02** To that end, each College will grant a minimum of two percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than six years, and an additional one percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than 15 years, to be absent on professional development leave at any one time in accordance with the following conditions: (...)
- (v) the salary paid to the employee will be based on the following scale: 55% of the employee's base salary increasing by five percent per year after six years of employment with the College concerned to a maximum of ~~70%~~ **80%** of the employee's base salary after ~~nine~~ **eleven (11)** years. It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period exceeds the amount of the employee's base salary. The amount and conditions of payment will be pro-rated for shorter leaves.
  - (vi) Applications for professional development leave will be submitted in writing containing a detailed statement of the nature of the proposed leave and its ~~perceived~~ **proposed** benefit(s) to the College and the employee; to the Chair of the Department at least six months prior to the commencement date;
  - (vii) **(New) The College may, but is not required to, consider an application from an employee who has commenced a professional development leave within the preceding seven (7) years.**
  - (viii) All applicants will be notified in writing by the College President **or the President's designee** as to the disposition of their application for professional development leave;  
(Renumber subsequent)
  - (xiv) For professional development leaves that are granted for a period of less than one year, the payment shall be pro-rated. The unused portion of the allowable earned leave shall ~~be~~ **remain** available to the teacher, counsellor or librarian subject to the

application and approval processes of the College and those defined within this Article. Seniority for the purpose of granting the unused portion shall include the seniority used in granting the first portion plus subsequent accrual. Payment for the unused portions of leave when taken shall be paid at the same proportion of salary as established in 20.02 (v) when the first portion was taken. **The proportion of salary shall be the salary in place when the unused portion of the leave is taken.**

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

Agreed-to August 26, 2009

### **Article 21 – Leaves of Absence**

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

Agreed-to August 19, 2009

### **Article 26 – Partial-Load Employees**

#### **26.06 A Extended Health, Vision and Hearing Care**

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

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

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

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

Agreed-to August 28, 2009

**26.06 C Life Insurance Plans**

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

Agreed-to August 26, 2009

**Article 27 – Job Security**

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

Agreed-to August 28, 2009

**Article 28 – Employment Equity**

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

Agreed-to August 12, 2009

**Article 35 – Definitions**

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

Agreed-to November 10, 2009

**Appendix III****Dental Plan Covered Dental Services and Procedure Codes**

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

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

**SCHEDULE A, B, C, D**

Refer to Article 19 for specific coverage

**SCHEDULE E**

Refer to Article 19 for specific coverage

Construction and insertion of bridges or standard dentures more often than once in a three year period is considered an eligible expense if such becomes necessary because:

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

Agreed-to August 26, 2009

**Letter Re: Long-Term Disability Plan**

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

Agreed-to August 28, 2009

**Letter Re: ~~College Relations Commission Information Service (CRCIS)~~  
Letter Re: Collective Bargaining Information Services - Advisory Committee (CBIS)**

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

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

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

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

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

Agreed-to August 21, 2009

**Letter Re: Drug Card (New)**

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

**The drug card will not affect the definition of eligible drugs nor any other terms of the Extended Health Care plan. It will strictly provide an alternate payment method for drug claims. The drug card may be used for the purchase of insulin where the necessary**

documentation from the patient's physician has been submitted. The drug card may be used for the purchase of over-the-counter medications provided that the patient has submitted the necessary documentation from their physician to substantiate the need for the medication in dealing with a chronic condition.

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

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

Agreed-to August 21, 2009

#### Letter Re: Changes to College's Mandate or Objects (New)

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

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

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

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