

# Management Offer for Settlement

## November 12, 2009

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### **Summary of Management's Monetary Proposals**

#### **Wage Increase**

Year 1 – 1.75% (September 1, 2009)

Year 2 – 1.75% (September 1, 2010)

Year 3 – 2.00% (September 1, 2011)

Year 4 – 2.00% (September 1, 2012)

### **Summary of Management's Workload Proposals**

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

- proposing that teachers and managers in their respective programs design workload arrangements that best meet the student and faculty needs;
- proposing that teachers with unusually high numbers of students be given more time for out-of-class assistance;
- including in its proposal the concepts of increased collegiality and professionalism;
- increasing incentives for faculty to participate in professional development activities.

### Salary Schedules for full-time Professors, Counsellors and Librarians

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

<b>Step Level</b>	<b>Effective Sept. 1, 2009 1.75%</b>	<b>Effective Sept. 1, 2010 1.75%</b>	<b>Effective Sept. 1, 2011 2.00%</b>	<b>Effective Sept. 1, 2012 2.00%</b>
Step 5	\$56,657	\$57,649	\$58,802	\$59,978
Step 6	\$59,259	\$60,296	\$61,502	\$62,732
Step 7	\$61,860	\$62,942	\$64,201	\$65,485
Step 8	\$64,459	\$65,587	\$66,898	\$68,236
Step 9	\$67,059	\$68,233	\$69,598	\$70,990
Step 10	\$69,659	\$70,878	\$72,296	\$73,742
Step 11	\$72,260	\$73,524	\$74,995	\$76,495
Step 12	\$74,861	\$76,171	\$77,694	\$79,248
Step 13	\$77,461	\$78,817	\$80,393	\$82,001
Step 14	\$80,062	\$81,463	\$83,092	\$84,754
Step 15	\$82,664	\$84,110	\$85,793	\$87,508
Step 16	\$85,255	\$86,747	\$88,482	\$90,252
Step 17	\$87,850	\$89,387	\$91,175	\$92,999
Step 18	\$90,442	\$92,024	\$93,865	\$95,742
Step 19	\$93,034	\$94,662	\$96,555	\$98,487
Step 20	\$95,627	\$97,300	\$99,246	\$101,231
<b>Step 21</b>	<b>\$98,218</b>	<b>\$99,937</b>	<b>\$101,936</b>	<b>\$103,975</b>

### Salary Schedules for full-time Instructors

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

<b>Step Level</b>	<b>Effective Sept. 1, 2009 1.75%</b>	<b>Effective Sept. 1, 2010 1.75%</b>	<b>Effective Sept. 1, 2011 2.00%</b>	<b>Effective Sept. 1, 2012 2.00%</b>
Minimum	\$37,271	\$37,923	\$38,682	\$39,455
Step 1	\$39,876	\$40,574	\$41,385	\$42,213
Step 2	\$42,474	\$43,217	\$44,081	\$44,963
Step 3	\$45,072	\$45,861	\$46,778	\$47,714
Step 4	\$47,675	\$48,509	\$49,479	\$50,469
Step 5*	\$50,275	\$51,154	\$52,178	\$53,221
Step 6	\$52,874	\$53,800	\$54,876	\$55,973
Step 7	\$55,475	\$56,446	\$57,575	\$58,726
Step 8	\$58,077	\$59,093	\$60,275	\$61,481
Step 9	\$60,678	\$61,739	\$62,974	\$64,234
<b>Step 10</b>	<b>\$63,278</b>	<b>\$64,386</b>	<b>\$65,673</b>	<b>\$66,987</b>

\* Control Point of Range

**26.04** The following tables indicate the hourly rate paid at each step for partial-load employees. For progression on the grid, refer to 26.10 B.

**Post-Secondary Partial-Load Professors**

<b>Step Level</b>	<b>Effective Sept. 1, 2009 1.75%</b>	<b>Effective Sept. 1, 2010 1.75%</b>	<b>Effective Sept. 1, 2011 2.00%</b>	<b>Effective Sept. 1, 2012 2.00%</b>
Step 5	\$75.69	\$77.02	\$78.56	\$80.13
Step 6	\$79.18	\$80.57	\$82.18	\$83.82
Step 7	\$82.65	\$84.10	\$85.78	\$87.50
Step 8	\$86.12	\$87.63	\$89.38	\$91.17
Step 9	\$89.61	\$91.18	\$93.00	\$94.86
Step 10	\$93.06	\$94.69	\$96.58	\$98.51
Step 11	\$96.54	\$98.23	\$100.19	\$102.20
Step 12	\$100.03	\$101.78	\$103.82	\$105.89
Step 13	\$103.48	\$105.29	\$107.40	\$109.54
Step 14	\$106.97	\$108.84	\$111.02	\$113.24
Step 15	\$110.44	\$112.37	\$114.62	\$116.91
Step 16	\$113.91	\$115.90	\$118.22	\$120.58
Step 17	\$117.40	\$119.45	\$121.84	\$124.28
Step 18	\$120.87	\$122.98	\$125.44	\$127.95
Step 19	\$124.35	\$126.52	\$129.06	\$131.64
Step 20	\$127.84	\$130.08	\$132.68	\$135.33
<b>Step 21</b>	<b>\$131.32</b>	<b>\$133.62</b>	<b>\$136.29</b>	<b>\$139.01</b>

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

<b>Step Level</b>	<b>Effective Sept. 1, 2009 1.75%</b>	<b>Effective Sept. 1, 2010 1.75%</b>	<b>Effective Sept. 1, 2011 2.00%</b>	<b>Effective Sept. 1, 2012 2.00%</b>
Step 5	\$68.12	\$69.31	\$70.70	\$72.11
Step 6	\$71.28	\$72.52	\$73.97	\$75.45
Step 7	\$74.38	\$75.68	\$77.19	\$78.74
Step 8	\$77.51	\$78.87	\$80.45	\$82.06
Step 9	\$80.64	\$82.05	\$83.69	\$85.36
Step 10	\$83.76	\$85.23	\$86.93	\$88.67
Step 11	\$86.89	\$88.42	\$90.18	\$91.99
Step 12	\$90.02	\$91.59	\$93.43	\$95.29
Step 13	\$93.15	\$94.78	\$96.68	\$98.61
Step 14	\$96.28	\$97.96	\$99.92	\$101.92
Step 15	\$99.39	\$101.13	\$103.15	\$105.21
Step 16	\$102.53	\$104.33	\$106.41	\$108.54
Step 17	\$105.66	\$107.51	\$109.66	\$111.85
Step 18	\$108.79	\$110.69	\$112.91	\$115.17
Step 19	\$111.93	\$113.88	\$116.16	\$118.48
Step 20	\$116.45	\$118.49	\$120.86	\$123.28
<b>Step 21</b>	<b>\$120.97</b>	<b>\$123.09</b>	<b>\$125.55</b>	<b>\$128.06</b>

### Post-Secondary Partial-Load Instructors

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 1.75%	Effective Sept. 1, 2011 2.00%	Effective Sept. 1, 2012 2.00%
Minimum	\$49.78	\$50.65	\$51.66	\$52.69
Step 1	\$53.28	\$54.21	\$55.29	\$56.40
Step 2	\$56.74	\$57.73	\$58.88	\$60.06
Step 3	\$60.22	\$61.27	\$62.49	\$63.74
Step 4	\$63.69	\$64.80	\$66.10	\$67.42
Step 5	\$67.19	\$68.36	\$69.73	\$71.12
Step 6	\$70.65	\$71.88	\$73.32	\$74.79
Step 7	\$74.10	\$75.40	\$76.91	\$78.45
Step 8	\$77.57	\$78.93	\$80.51	\$82.12
Step 9	\$81.03	\$82.45	\$84.10	\$85.78
<b>Step 10</b>	<b>\$84.54</b>	<b>\$86.02</b>	<b>\$87.74</b>	<b>\$89.50</b>

### Non-Post-Secondary Partial-Load Instructors

Step Level	Effective Sept. 1, 2009 1.75%	Effective Sept. 1, 2010 1.75%	Effective Sept. 1, 2011 2.00%	Effective Sept. 1, 2012 2.00%
Minimum	\$44.80	\$45.58	\$46.50	\$47.43
Step 1	\$47.93	\$48.77	\$49.75	\$50.74
Step 2	\$51.06	\$51.95	\$52.99	\$54.05
Step 3	\$54.20	\$55.15	\$56.25	\$57.38
Step 4	\$57.30	\$58.30	\$59.46	\$60.65
Step 5	\$60.44	\$61.50	\$62.73	\$63.98
Step 6	\$63.57	\$64.69	\$65.98	\$67.30
Step 7	\$66.69	\$67.85	\$69.21	\$70.60
Step 8	\$69.83	\$71.05	\$72.47	\$73.92
Step 9	\$72.93	\$74.21	\$75.69	\$77.21
<b>Step 10</b>	<b>\$76.10</b>	<b>\$77.43</b>	<b>\$78.98</b>	<b>\$80.56</b>

## Workload Proposals Presented as a Package for Settlement

**11.01 E 3 (New) Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs.**

**If only one teacher is assigned to a program, that teacher shall be deemed to be "the group" for purposes of this Article.**

(Renumber subsequent)

**11.01 F 2 (New) The attribution of four hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in his/her total course load. When a teacher who has more than 260 students in his/her total course load considers that he/she will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with his/her supervisor. Possible means of alleviating the concern should be considered such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.**

**11.01 H 4 (New) The employee may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.**

### **11.02 A 6**

**(a)** In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, **or 11.09**, a teacher shall discuss such difference as a complaint with the teacher's immediate supervisor.

The discussion shall take place within 14 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the teacher in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the teacher and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the teacher.

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

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

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

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

Failing settlement of such a complaint, a teacher may refer the complaint, in writing, to the WMG within seven days of receipt of the immediate supervisor's reply. The complaint shall then follow the procedures outlined in 11.02 B through 11.02 F.

- (b) Grievances arising with respect to Article 11, Workload, other than 11.01, 11.02 **and 11.09** shall be handled in accordance with the grievance procedure set out in Article 32, Grievance Procedures.

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

- (i) nature of subjects to be taught;
- (ii) level of teaching and experience of the teacher and availability of technical and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;
- (ii) numbers of students in class;
- (iii) instructional modes;
- (iv) availability of time for the teacher's professional development;
- (v) previously assigned schedules;
- (vi) lead time for preparation of new and/or changed schedules;
- (vii) availability of current curriculum;
- (viii) students with special needs;
- (ix) introduction of new technology;
- (x) the timetabling of workload;
- (xi) level of complexity and rate of change in curriculum;
- (xii) **requirements for applied research;**
- (xiii) **required translation of materials.**

- *Identify additional variables which may affect assignments.*

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

**11.04 B 4 (New)** **The employee may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.**

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

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

- *Incorporate the Letter of Understanding concerning Article 11.08 and the concepts in*

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

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

*11.01 G 1 into the Article to make it clearer.*

**No SWF will be issued but such activities may be documented. Where mutually agreed activities can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines.**

### **Modified Workload Arrangements**

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

- *The Workload Task Force recognized and supported the need for more flexibility in faculty workload arrangements.*

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

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

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

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

### **Workload Limit Protections**

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

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

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

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

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

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

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

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

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

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

- *A workload arbitrator will resolve any dispute.*

**Appendix 1- Standard Workload Form (Package)**

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

**Delete Letter of Understanding Re: Article 11.08**

**Letter of Understanding Re: Workload Task Force**

Delete upon successful resolution of workload issues.

**Letter of Understanding Re: Workload Pilots**

Delete upon successful resolution of workload issues.

**Other Proposals**

**Article 14 - Salaries Maximum Salary Table**

- *Recognize College Degrees.*

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

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

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

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

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

### **Post Retirement Life Insurance Plan**

~~19.09 C~~ Effective October 1, 1992, the College shall make available to a retiring employee, at the time of retirement, life insurance coverage to age 75 in the amount of \$10,000, with the retiree to pay 100% of the premium. ~~It is understood that for experience rating purposes, active employees and retirees shall be considered to constitute one group.~~

- *Retirees have alternate insurance plan entitlements. This will reduce the premium costs for full-time employees.*

### **Article 22 – Pregnancy and Parental Leave**

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

### **Article 24 – Health and Safety**

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

### **Article 27 - Job Security**

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

- (i) a full-time employee who has completed a probationary period at the same, or another Ontario College of Applied Arts and Technology **within the previous six (6) years**, and is hired by the College in the same classification which the employee held during the previous probationary period.  
(...)

- *Before reducing probation, ensure teachers' experience is current.*

- (iv) a full-time librarian who holds a ~~Bachelor's Degree in Library Science~~ or a Master's Degree in Library **and Information Studies or equivalent degree from an American Library Association accredited institution** Science and who has one year or more of full-time experience as a professional librarian in a Canadian Province or Territory **within the previous six (6) years.**

## Article 32 – Grievance Procedures

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

<del>G. Brent</del>	R. MacDowell
H. Brown	<del>R. McLaren</del>
<del>D. Carter</del>	M. Picher
L. Davie	P. Picher
J. Devlin	O. Shime
R. Howe	D. Starkman
P. Knopf	S. Tacon
<b><u>J. Bloch</u></b>	<b><u>N. Jesin</u></b>
<b><u>M. E. Cummings</u></b>	<b><u>D. Leighton</u></b>
<b><u>R. Herman</u></b>	<b><u>M. Nairn</u></b>
<b><u>W. Kaplan</u></b>	<b><u>C. O'Neil</u></b>
<b><u>J. Parmar</u></b>	

(...)

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

### Letters of Understanding

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

### Letter Re: Sick Leave Credit Transfers

This is to confirm the understanding reached at negotiations that an employee hired by a College of Applied Arts and Technology without a break in service from a previous College of Applied Arts and Technology will have college earned sick leave credits recognized by the employing College at the

- *Update arbitrators list.*

- *Maintain the mandatory time limits in the Collective Agreement.*
- *This will bring clarity to the relevance of the letters of understanding.*
- *Entitlements are governed by the provisions of the pension plan. Not a negotiable item*

employee's option. However, the vesting period for gratuity purposes will not be transferable and will recommence with the date of employment at the hiring College.

*under CCBA.*

~~Subject to the provisions of the pension plans, if re-employment takes place within 18 months the pension plan will continue for affected employees, if a refund has not been paid. However, if a refund has been paid, the employee may take advantage of the "prior service option".~~

#### **Re: Classification Task Force (New)**

**The parties agree to undertake a task force to determine if there are additional bargaining unit teaching classifications that would effectively assist in academic related activities.**

**The task force will consider:**

- (i) **classification structures in other post-secondary institutions;**
- (ii) **the nature of the responsibilities;**
- (iii) **the interaction with other classifications;**
- (iv) **qualifications;**
- (v) **salary schedules;**
- (vi) **any other related issues.**

**In order to implement the task force, the Union and the Council shall each appoint two (2) persons to sit on the task force. The parties will choose an independent Chair. Failing agreement on the Chair, William Kaplan will make the appointment.**

**The appointment shall be completed within three (3) months of the ratification of this Collective Agreement.**

**The task force will make recommendations to the parties, including possible amendments to the Collective Agreement and any recommendations it considers appropriate. The work of the task force will be completed no later than six (6) months prior to the expiry of the Collective Agreement.**

**The parties are responsible for the costs of their nominees. Other funding for the task force, including the Chair and any costs associated with research or consultation as may be mutually agreed, shall be shared equally by the parties.**

#### **Class Definition - Librarian (New)**

**This class covers the position of a Librarian which combines the theoretical knowledge of library science, information studies and subject disciplines with the practical application of educational technologies for the purposes of information storage, retrieval and**

- *It is important to continue to ensure that full-time faculty can contribute effectively to support the diverse educational needs of students and the various delivery methods being utilized to support student learning and success.*

- *The Librarian classifications were merged into one classification. The proposed classification was*

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

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

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

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

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

### **Agreed-To Items:**

This offer includes previously agreed-to items, subject to ratification.  
(See Appendix 1)

# 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.