

# C.A.A.T. Support Bargaining 2011



# SUPPORT STAFF BARGAINING 2011

**The Union reserves the right to add to, withdraw or amend/modify these proposals during the course of bargaining.**

Proposals Presented by:

The Ontario Public Service Employees Union  
on behalf of the  
Support Staff in the Colleges of Applied Arts and Technology

OPSEU on behalf of the Support Staff employees in the Colleges would like to discuss

<b>UP 1</b>	<p><b>1. RECOGNITION</b></p> <p><b>1.1 Exclusive Bargaining Agent</b></p> <p>The Union is recognized as the exclusive bargaining agent for all Support Staff employees of the Colleges, save and except:</p> <ul style="list-style-type: none"> <li>- foremen and supervisors;</li> <li>- persons above the rank of foreman or supervisor;</li> <li>- 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;</li> <li><del>- persons regularly employed for twenty-four (24) hours per week or less;</del></li> <li>- students employed on a cooperative educational training program, with a school, college or university;</li> <li>- 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;</li> <li>- persons hired for a project of a non-recurring kind.</li> </ul>	
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<b>UP 2</b>	<b>2.3 Ontario Human Rights</b>  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, same-sex partnership status, family status or <del>handicap</del> <b><u>disability</u></b> .  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.	
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<p><b>UP 3</b></p>	<p><b>4.3 List of Part-Time Employees</b></p> <p>Once every <del>four (4)</del> months, <del>the Local Union may request in writing</del> <u>the College shall provide electronically</u>, a list <u>to the Local Union and the Union</u>, of persons regularly employed for twenty-four (24) hours per week or less, <del>who have been employed continuously for two (2) months or more</del> and persons hired for projects of a non-recurring kind. <del>Within fifteen (15) working days of the request, the College shall supply</del> <u>The list shall</u> showing the name, start date, anticipated termination date if known, job performed, department, payband, <del>estimated average</del> <u>actual hours per week worked</u>, and regular work location, of each such employee.</p> <p>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 <del>four (4)</del> 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. <u>The College agrees the number of employees hired on a part-time basis shall not exceed 20% of the full-time support staff bargaining unit in the College.</u></p>	
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<p><b>UP 4</b></p>	<p><b>5. UNION MATTERS</b>  <b>5.1 Leave of Absence - General</b>  <b>5.1.1 Leaves of Absence Reimbursed by the Union</b></p> <p>Leaves of absence with pay <del>may</del> <u>shall</u> be granted to employees to permit their participation at conventions, schools, <del>and</del> seminars <u>and any other activities</u> 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.</p>	
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<p><b>UP 5</b></p>	<p><b>5.1.2 Leave of Absence - Union Representatives</b></p> <p>Leave of absence with pay <del>may</del> <u>shall</u> be granted to:</p> <ul style="list-style-type: none"> <li>- employee representatives who attend meetings with College representatives on provincial matters;</li> <li>- 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;</li> </ul> <p>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.</p>	
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<p><b>UP 6</b></p>	<p><b>5.1.3 Union Negotiating Committee</b></p> <p>Leave of absence <b><u>with pay</u></b> 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, <b><u>preparation time and from the time when notice to bargain is given until ratification of the new agreement.</u></b> <del>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 ten (10) days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.</del></p>	
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UP 7

## 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)~~ **the names of** 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.~~ **The Local Union will reimburse the College on a regular basis as billed.**

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

- **a maximum of forty-five (45) hours per week (as selected by the Local Union). For these hours the Local Union shall reimburse the College for twenty-five per cent (25%) of all pay for any leave granted hereunder.**

- **a further maximum of forty-five (45) hours per week (as selected by the Local Union). For these hours the Local Union shall reimburse the College for fifty per cent (50%) of all pay for any leave granted hereunder.**

- **a further maximum of one hundred and five (105) hours per week (as selected by the Local Union). For these hours the Local Union shall reimburse the College for one hundred per cent (100%) of all pay for any leave granted hereunder.**

~~- a maximum of twelve (12) hours per week, where the Support Staff complement at a College is less than two hundred (200) employees, or~~

~~- a maximum of fifteen (15) 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, or~~

~~- a maximum of eighteen (18) hours per week, where the Support Staff complement at a College is three hundred and fifty (350) or more.~~



	<del>-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.</del>	
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<b>UP 8</b>	<b><u>5.8 Replacement Union Matters (New)</u></b> <b><u>Where an employee is granted time off under Article 5, the employee shall be replaced in accordance with the provisions of Appendix D.</u></b>	
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<b>UP 9</b>	<b><u>6.2.6 Scheduled Overtime (New)</u></b>  <b><u>When an employee is scheduled for overtime and there is a break of 15 minutes or more between the end of the regular shift and the beginning of the scheduled overtime, he/she shall receive payment for all hours worked at the applicable overtime rate with a minimum guarantee of four (4) hours overtime. If such period overlaps or extends into his/her regular hours of work, the employee shall only receive payment for the hours actually worked. It is understood that this provision has no application in cases of change in an employee's regular hours of work.</u></b>	
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<b>UP 10</b>	<b>6.3.3 Notice of Shift Change</b>  The College will give at least <del>three (3)</del> <u>six (6)</u> 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 <del>four (4)</del> <u>eight (8)</u> weeks' notice.	
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<b>UP 11</b>	<b>7.2.1 Classification Information</b>  Within ten (10) days of receipt of a written request by an employee <u>or the Local Union</u> , the College will provide to the employee <u>and the Local Union</u> , the point rating by factor <u>and the current position description form</u> for <del>his/her</del> <u>the employee's</u> position.	
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<b>UP 12</b>	<p><b>8.1.1 Life Insurance</b></p> <p>During the term of this Agreement, the Colleges shall pay one hundred percent (100%) of the monthly premiums of the current basic life insurance plan to provide for term insurance coverage of <del>\$25,000.00</del> <b><u>\$50,000.00</u></b> on the life of the employee and including a rider providing for the same coverage for accidental death or dismemberment.</p> <p>The Colleges will provide supplementary life insurance on a voluntary basis in units of \$10,000.00 each to a maximum of <del>five (5)</del> <b><u>twenty (20)</u></b> 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.</p>	
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<p><b>UP 13</b></p>	<p><b>8.1.3 Short Term Disability</b>  <b>8.1.3.1 Accumulation - Full Pay</b></p> <p>During the term of this Agreement, the Colleges will continue the Short Term Disability Income Plan presently in effect, to provide the first <del>ten (10)</del> <u>twenty (20)</u> 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).</p> <p>Employees in their first year of employment will be eligible for benefits under this Plan from their first day of service with the College and will have their <del>ten (10)</del> <u>twenty (20)</u> 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.</p> <p>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.</p>	
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<b>UP 14</b>	<b>8.1.3.3 College Paid (STD)</b>  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. <b><u>The college shall not utilize the services of a third party provider to establish and/or administer provisions and limitations.</u></b>	
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<p><b>UP 15</b></p>	<p><b>8.1.4.1 Return from Long Term Disability</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>1. his/her former position, if such position continues to exist, or</li> <li>2. a comparable position in the same payband to his/her former position, provided he/she is capable of performing the job and such a position exists.</li> </ol> <p>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.</p> <p>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.</p> <p><b><u>Where an employee who has been in receipt of LTD benefits returns to work and is unable to return to their previous normal hours of work due to a permanent partial disability, such employee shall be eligible to receive continued LTD benefits where there is a loss of salary due to reduced hours of work. It is understood that the college shall continue full benefit coverage in such circumstance as was in place prior to commencement of LTD benefits.</u></b></p>	
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<p><b>UP 16</b></p>	<p><b>8.1.12 Retirement Benefits</b></p> <p><b><u>Proposed New Language:</u></b></p> <p>The Colleges agree to provide eligible retired employees the option of continued enrollment in the CAAT Support Staff Employees Benefit Plan, which includes Life Insurance, Extended Health Care and Dental Care under the following conditions:</p> <p><del>1. The retired employee shall pay the College quarterly in advance, the full cost of the benefits that he/she is enrolled in.</del></p> <p><b><u>1.</u></b> Eligibility for such coverage shall be dependent upon:</p> <p>(i) the employee qualifying for and commencing to receive a lifetime monthly pension from the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Pension Plan immediately upon his/her retirement;</p> <p>(ii) the retired employee electing such coverage within thirty-one (31) days of his/her retirement date;</p> <p>(iii) the retired employee maintaining eligibility for benefits under OHIP or another Canadian medicare plan equivalent to OHIP from another province or territory;</p> <p>(iv) for Extended Health Care – the employee commenced retirement on or after <del>October 1, 1989</del> <b><u>September 1, 2011.</u></b></p> <p><del>(v) for Life Insurance and Dental Care – the employee commenced retirement on or after November 16, 2000.</del></p> <p><del>3.</del> <b><u>2.</u></b> Insurable benefits payable under OHIP or the Ontario Drug Benefit Plan shall not be payable under the Extended Health Care Plans or Dental Care Plan.</p> <p>Details of the Plan are published in the CAAT Support Staff Employees Benefit Plan booklet.</p>	
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<b>UP 17</b>	<b>8.1.5.1 <u>Critical Illness Insurance (New)</u></b>  <b><u>A Critical Illness/Catastrophic Event Insurance Plan will be made available to employees with the full premium paid by the employee.</u></b>	
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<p><b>UP 18</b></p>	<p><b>8.1.6 Dental</b></p> <p>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 \$2,500.00 per person per plan year.</p> <p>In addition, the Plan will provide coverage on a non-cosmetic basis for crowns, <b>and</b> bridges and <b>implants</b> 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, <b>and</b> bridges and <b>implants</b> coverage (Type E) shall be \$2,500 per person per plan year.</p> <p>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.</p> <p>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.</p>	
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<p><b>UP 19</b></p>	<p><b>Section 11 - Extended Health Care (Medicare Supplement)</b></p> <p><b>Amount of coverage</b></p> <p>100% of eligible expenses for semi-private Hospital coverage in Canada (Plan I only).</p> <p>100% of eligible expenses for Vision Care to a maximum of \$300 in any Benefit Year for persons under 18 years of age, and any two Benefit Years for persons 18 years of age and older.</p> <p>100% of eligible expenses for Hearing Care to a maximum of \$3,000 in each 3 Year Benefit period.</p> <p><b><u>100% of eligible expenses for prescription drugs.</u></b></p> <p>85% of eligible expenses for:</p> <p>emergency hospital confinement outside Canada for room and board and other emergency hospital services for treatment of an acute, unexpected condition, illness, disease or injury that arises outside Canada and requires immediate treatment (excluding any room and board charge above the Hospital's semi-private rate)(Plan I only).</p> <p>emergency hospital out-patient services provided outside Canada for treatment of an acute, unexpected condition, illness, disease for injury that arises outside Canada and requires immediate treatment (Plan I only).</p> <p>services, while not confined to a Hospital, of private duty registered nurses or registered trained attendants.</p> <p><del>prescription drugs.</del></p>	
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	<p>medical services.</p> <p>services of doctors and surgeons outside Canada for emergency health services, subject to the medical fee schedule of the person's Province of residence.</p> <p>accidental dental services.</p> <p><b><u>smoking cessation and weight loss programs</u></b></p> <p>paramedical services (licensed physiotherapists, occupational therapists, audiologists, optometrists, ophthalmologists, speech therapists, psychologists, naturopaths, massage therapist, osteopaths, chiropractors, acupuncturist, chiropodists or podiatrists).</p>	
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<p><b>UP 20</b></p>	<p><b>Section 17 - Short Term Disability Plan (STD)</b></p> <p>The Colleges have full legal, financial and administrative responsibility for this benefit.</p> <p>Questions or inquiries in regard to this benefit must be directed to your College Benefits Administrator.</p> <p>If you are hired as a full-time employee on or after September 1, 2005, you are eligible for benefits under the Short Term Disability Plan (STD) from the first day of work with the College.</p> <p>The STD will provide benefits for the first 130 working days you are absent due to an illness or disability in a "plan year".</p> <p>The first <del>ten (10)</del> <b><u>twenty (20)</u></b> 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. Employees in their first year of employment will have their <del>ten (10)</del> <b><u>twenty (20)</u></b> days entitlement pro-rated in proportion to the amount of the year that they work.</p> <p>The 'plan year' begins on September 1 of each year.</p> <p>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.</p> <p>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 <b><u>or upon the first day of returning to work from illness or injury, 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) full STD 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.</u></b></p>	
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~~(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.



<p><b>UP 21</b></p>	<p><b>9.3 Developmental Leave</b></p> <p><b>9.3.1 Purpose and Length of Leave</b>  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 <b><u>ability qualifications and/or abilities</u></b> of the employee upon return to employment with the College. A leave application should normally be for between one (1) to twelve (12) months.</p> <p><b>9.3.2 Criteria</b>  <del>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.</del></p> <p><b><u>To that end, each College will grant a minimum of two percent of full-time members of the support 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 support 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:</u></b></p> <ul style="list-style-type: none"> <li>i) <b><u>The fulfillment of the minimum of two percent of full-time employees on development leave will depend upon the receipt and approval by the College of a sufficient number of qualified applications in accordance with the criteria set out in Article 9.3.2;</u></b></li> <li>ii) <b><u>The total amount of professional development leave time granted to the combined three percent of the full-time members will be equivalent to 3 years or 36 months;</u></b></li> </ul>	
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- iii) The employee, upon termination of the professional development leave, will return for a period of at least one year to the College granting the leave, failing which the employee shall repay the College all salaries and fringe benefits received by the employee while on professional development leave, unless otherwise agreed to by the parties;
- iv) The salary paid to the employee will be based on the following scale: 65% 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 80% of the employee's base salary.
- v) For professional development leaves that are granted for a period of less than one year, the amount and conditions of payment will be pro-rated. The unused portion of the allowable earned leave shall remain available to the support staff employee, subject to the application and approval processes of the College and those defined within this Article.
- vi) In the event that more eligible employees apply for professional development leave than will be approved, preference shall be given to the applicants with greater length of service since their last professional development leave under this Article.
- vii) The College may on its own initiative propose plans of professional development leave to employees; however, no employee shall be under obligation to accept such a proposal;
- viii) This article shall not preclude the College from permitting greater numbers of employees to be absent on professional development leave.

Approval of the time off for developmental leaves shall not be unreasonably denied. The College shall replace the bargaining unit member with an Appendix D employee for the duration of the professional development leave.

**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 under this Article.**

### **9.3.4 Response to Application**

All applicants will be notified in writing as to the disposition of their application for **professional** 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 5 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.~~

<b>UP 22</b>	<b>9.4 Tuition Fees</b>  An employee in the bargaining unit or <u>retiree</u> may take, for a fee of twenty dollars (\$20.00) per course <del>plus</del> <u>including</u> the cost of required course materials, on the employee's own time.  <del>(a) approved programs or courses, with regulated tuition fees; or,</del> <del>(b) other courses or programs as are mutually agreed,</del>  <u>Any program</u> which the College currently offers. The employee <u>or retiree</u> must meet the College entrance and admission requirements and is subject to academic policies.	
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<b>UP 23</b>	<b><u>9.4.1 Tuition Fees (New)</u></b>  <b><u>The tuition and costs for course materials for a spouse, common law spouse, dependent of a bargaining unit member taking any program or courses, with regulated tuition fees will be paid for by the college. The spouse, common law spouse, dependent of a bargaining unit member must meet the college entrance and admission requirement and is subject to academic policies.</u></b>	
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<b>UP 24</b>	<b>9.5 Professional Development Days</b>  Each employee will be entitled to take up to <del>three (3)</del> <b>ten (10)</b> 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.	
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<p><b>UP 25</b></p>	<p><b>11. VACATION</b>  <b>11.1 Entitlement</b></p> <p>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:</p> <p>1 - <del>6</del> <u>5</u> years: 15 working days  <del>7</del> <u>6</u> years: 17 working days  <u>7 years: 18 working days</u>  8 years: <del>18</del> <u>19</u> working days  9 years: 20 working days  10 years: <del>20</del> <u>21</u> working days  11 years: <del>21</del> <u>22</u> working days  12 years: <del>22</del> <u>23</u> working days  13 years: <del>23</del> <u>24</u> working days  14 years: <del>24</del> <u>25</u> working days  15 years: <del>25</del> <u>26</u> working days  16 years: <del>26</del> <u>27</u> working days  17 years: <del>26</del> <u>28</u> working days  18 years: <del>26</del> <u>29</u> working days  19 years: <del>27</del> <u>30</u> working days  20 years: <del>27</del> <u>31</u> working days  21 years: <del>28</del> <u>32</u> working days  22 years: <del>28</del> <u>33</u> working days  23 years: <del>29</del> <u>34</u> working days  24 years <u>or more: 29 35</u> working days  <del>25 or more: 30 working days</del></p>	
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<p><b>UP 26</b></p>	<p><b>11.5 Scheduling Vacation</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>If an employee is given in-patient treatment in a hospital, <b><u>under a doctor's care or requests leave under Articles 12.5, 12.6 or 12.7</u></b> during one (1) or more full days of the employee's vacation, those days <del>may</del> <b><u>shall</u></b>, at the request of the employee, be rescheduled during the vacation year, at a <b><u>mutually agreed</u></b> time <del>convenient to the College</del>.</p>	
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<b>UP 27</b>	<b><u>11.6 Emergency College Closure (New)</u></b> <b><u>If the college closes at any time other than a holiday during the employee's vacation those days shall be rescheduled at a time mutually agreed upon.</u></b>	
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<p><b>UP 28</b></p>	<p><b><del>11.6</del> <u>11.7</u> Carry-Over</b></p> <p>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.</p> <p>If an employee requests that vacation days be rescheduled as a result of inpatient treatment in a hospital, <b><u>being under a doctor's care or had requested leave under Articles 12.5, 12.6 or 12.7</u></b> 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.</p>	
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<b>UP 29</b>	<b>12.5 Bereavement Leave</b>  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, <del>or</del> guardian, <b><u>aunt or uncle</u></b> , 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.	
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<b>UP 30</b>	<b>13.1 Health and Safety Act</b>  The parties acknowledge the application of the <i>Occupational Health and Safety Act</i> <b><u>as of August 31, 2011.</u></b>	
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<b>UP 31</b>	<b><u>13.1 Health and Safety Training (New)</u></b>  <b><u>All training for Health and Safety shall be conducted by the Workers' Health and Safety Centre.</u></b>	
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<b>UP 32</b>	<b>13.2.1 Safety Devices</b>  The College will reimburse an employee for the cost of <del>certain types of protective devices,</del> <b>as follows: <u>all required protective clothing and or equipment to perform his or her duties.</u></b>  <b>Delete 13.2.1.1 and 13.2.1.2</b>	
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<b>UP 33</b>	<b>15.4.4 Layoff or Reassignment</b> <b>15.4.4.1 Notice</b>  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 <del>five (5)</del> <b><u>ten (10)</u></b> working 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.	
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<p><b>UP 34</b></p>	<p><b>15.4.5 Displacement</b></p> <p>The College shall follow the <del>above</del> procedures <u>set out in Article 15.4.3</u> for any employee displaced, <del>by the affected employee above.</del></p> <p><b><del>15.4.5.1 Second Displacement</del></b></p> <p><del>The College shall follow the above procedure for an employee displaced by the affected employee above.</del></p> <p><b><del>15.4.5.2 Third Displacement</del></b></p> <p><del>The College shall follow the above procedure for an employee displaced under "Second Displacement".</del></p> <p><b><del>15.4.5.3 15.4.5.1 Final Displacement</del></b></p> <p><del>15.4.5.4</del></p> <p><del>An employee displaced as a result of the "Third Displacement" shall be laid off by the College. <u>Where the College has followed the procedures set out in Article 15.4.3 and there in no other displacements possible the employee shall be laid off by the College.</u></del></p>	
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UP 35	<p><b>15.4.6 Familiarization Period</b></p> <p><del>It is understood that the College is not required to train</del> <b><u>The College shall provide a reasonable period of familiarization. Unless mutually agreed the familiarization period shall not be less than the period set out in Article 14.1, to</u></b> an employee for a position into which he/she may be assigned pursuant to Article 15.4.3; <del>but</del></p> <p><b><u>The College shall ensure any policies, procedures, and manuals are made readily available as well provide instructions and directions to assist the employee in being successful in the position.</u></b></p> <p>The College shall <del>also provide a reasonable period of familiarization where necessary. necessary instruction to that employee during the familiarization period.</del> <b><u>Where an employee has been placed in a position in accordance with Article 15.4.3 and it is determined by the College, after discussion with the employee and the familiarization period that he/she cannot perform the satisfactorily the requirements of the position in question, the College shall return the employee into the stability process and start the process according to Article 15.4.3 at the pay band of the position held by such employee during the familiarization period.</u></b></p>	
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<p><b>UP 36</b></p>	<p><b>15.5 Waiver of Rights/Severance</b>  <b>15.5.1 General</b></p> <p>Where an employee (<del>other than one who is affected by contracting out and who elects to receive severance pay pursuant to Article 15.5.2</del>) is laid off <del>and has:</del></p> <p><del>–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,</del> he/she shall receive severance pay equal to <del>one (1)</del> <u>two (2)</u> weeks pay at his/her current salary for each completed year of service.</p> <p><del>–more than five (5) years service he/she will have their severance pay treated pursuant to the provisions of the <i>Employment Standards Act</i>.</del> Acceptance of severance shall not terminate the right to retraining under Article 15.7.</p>	
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<b>UP 37</b>	<b>15.5.2 Severance Pay - Contracting Out</b>  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 <del>one (1)</del> <u>two (2)</u> week's pay at his/her current salary for each year of service.	
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<b>UP 38</b>	<b>16.4 Removal of Notices from File</b>  <del>Each employee may, once each calendar year, request the removal of a <u>Any disciplinary letter or</u> disciplinary notice that has been in <u>his/her official an employee's</u> personnel file for more than one (1) year <u>shall be removed.</u> <u>The removal of such notice shall be at the discretion of the College. Such discretion shall not be exercised unreasonably.</u></del>	
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<b>UP 39</b>	<b>17. JOB POSTINGS/PROMOTIONS</b> <b>17.1 Notices</b>  <b><u>All notices of vacancies in positions within a payband covered by the Agreement shall be posted within five (5) days of the position becoming vacant. The notice shall be posted of a vacancy in a position within a payband covered by the Agreement</u></b> 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 position title, 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.	
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<b>UP 40</b>	<b>17.1.1 Consideration - Bargaining Unit Employees</b>  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 fulfill the requirements of the position.  <b><u>The College agrees that an equivalency to an academic credential based on a combination of education and experience equally, will be used to assess the qualifications of an applicant.</u></b>	
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<b>UP 41</b>	<b>17.1.4 Consideration - Non-Bargaining Unit Employees</b>  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. <b><u>Employees with Appendix D service shall be given first consideration, and then consideration shall be given to employees who work less than twenty four (24) hour per week and less. In addition to any other factor that the College considers relevant, consideration will be given to service with the College.</u></b>	
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<b>UP 42</b>	<b>17.4 Transfers</b>  When a College determines that an employee is to be transferred between <b><u>campuses work locations</u></b> , it will give the employee at least <del>three (3)</del> <b><u>six (6)</u></b> 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.	
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<b>UP 43</b>	<b><u>18.2.8 Disclosure (New)</u></b>  <b><u>When a grievance or complaint has been filed the college shall provide full disclosure of any and all evidence/documentation it intends to rely on, to the local union. In addition, any new evidence that becomes available to the college and the college intends to rely on such evidence in the grievance procedure, shall be disclosed immediately to the local union representative and to the Union.</u></b>	
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<b>UP 44</b>	<b>18.4.1.1 Retroactive Payment</b>  It is understood that there shall be no retroactive payment prior to the <del>date of presentation of the</del> written <del>grievance as specified above.</del> <u>request for consideration of reclassification by the employee.</u>	
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<b>UP 45</b>	<b>18.4.3.5 Site</b>  The hearing will take place at a site mutually acceptable to the parties. Failing agreement, the Arbitrator shall select <del>the</del> <b>a neutral</b> site.	
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<p><b>UP 46</b></p>	<p><b>18.4.3.6 Hearing</b></p> <p>The parties agree that the process shall be informal and that legalistic processes normally used in conventional arbitration, <b>including the use of outside legal counsel</b>, 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. <del>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</del> 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.</p>	
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<p><b>UP 47</b></p>	<p>August 27, 1981  Mr. Sean O'Flynn  President  Ontario Public Service Employees Union  1901 Yonge Street  Toronto, Ontario</p> <p>Dear Sir:</p> <p>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. <b><u>The College shall continue to provide benefits and pay the premiums for those benefits during such period of layoff.</u></b> 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.</p> <p>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.</p> <p>Yours truly,  A.M. Pesce,  Secretary  Staff Affairs Committee</p>	
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<b>UP 48</b>	<b>Section 7 - Changing Benefit Coverage</b>  There is provision in your group contract for you to continue benefit coverage when you are not actively at work, provided certain criteria are met This means that if you are absent from work on an employer-approved personal leave of absence with pay, personal leave of absence without pay, maternity/parental leave, professional development leave, <b><u>annual layoff</u></b> , illness or disability, benefits can be continued.	
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<p><b>UP 49</b></p>	<p><b><u>October 2, 2008 Date of Ratification</u></b>  Mr. Warren (Smokey) Thomas  President  Ontario Public Service Employees Union  100 Lesmill Road  North York, Ontario  M3B 3P8</p> <p>Dear Sir:</p> <p><b>CONTRACTING OUT</b></p> <p>It is agreed that no bargaining unit member who has completed the probationary period will be released from the College's employ as a <b>direct</b> result of the College contracting out his/her work.</p> <p><del><b>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.</b></del></p> <p><del><b>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.</b></del></p> <p><del><b>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.</b></del></p> <p><del><b>The College will not provide wages or benefits to the employee during the leave.</b></del></p>	
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~~This letter of understanding will expire on August 31, 2011, 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,  
D. Sinclair  
Executive Director  
College Compensation and Appointments Council



<p><b>UP 50</b></p>	<p>November 14, 1991  Mr. F. Upshaw  President  Ontario Public Service Employees Union  100 Lesmill Road  North York, Ontario  M3B 3P8</p> <p>Dear Sir:</p> <p><b>AUTOMOBILE INSURANCE</b></p> <p>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 <b><u>all additional cost for insurance over the cost of private automobile insurance, 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 College shall have the sole responsibility for ensuring liability coverage is provided.</u></b> The employee will provide to the College proof of the differential from his/her insurer.</p> <p>Yours truly,  I. McArdle  Secretary  Staff Affairs Committee</p>	
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<p><b>UP 51</b></p>	<p><del>October 2, 2008</del>  <del>Mr. Warren (Smokey) Thomas</del>  <del>President</del>  <del>Ontario Public Service Employees Union</del>  <del>100 Lesmill Road</del>  <del>North York, Ontario</del>  <del>M3B 3P8</del></p> <p><del>Dear Sir:</del></p> <p><b>INITIATIVES/OPPORTUNITIES</b></p> <p><del>The terms of this Letter of Understanding apply to "Initiatives/Opportunities" bargaining unit positions. An "Initiative/Opportunities" position is a position within the Support Staff bargaining unit, in which the established termination date is known at the time the position is created and forms part of the employment contract with the individual who is selected for the position. An "Initiatives/Opportunities" position will not be used to replace existing full-time Support Staff bargaining unit positions. All provisions of the Collective Agreement, except for Article 15, shall apply.</del></p> <p><del>The College shall inform the Local Union of its intent to create an "Initiative/Opportunities" position, its rationale and the termination date. The College will hear any representations by the Local Union prior to implementing such a position, provided such representations are made promptly.</del></p> <p><del>The "Initiative/Opportunities" position may not exceed twenty-four (24) consecutive months unless extended with written agreement of the Local Union.</del></p> <p><del>All "Initiative/Opportunities" positions shall be posted pursuant to Article 17.1 and 17.1.1.</del></p> <p><del>Should an existing full-time bargaining unit member be selected to fill such a position,</del></p>	
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~~the resultant vacancy shall be filled in accordance with provisions contained within Appendix D. An existing full-time bargaining unit member who is selected or assigned to fill such a position shall be paid in accordance with the appropriate wage rate for the position and shall continue to receive all the terms of the Collective Agreement to which he/she is entitled. The employee will have the right to return to his/her regular position or its equivalent at the conclusion of the "Initiative/Opportunities" position.~~

~~This Letter of Understanding will expire on August 31, 2011, 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,  
D. Sinclair  
Executive Director  
College Compensation and Appointments Council~~

<p><b>UP 52</b></p>	<p><b>APPENDIX D TEMPORARY EMPLOYEES</b></p> <p>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.</p> <p>2. The rate to be paid to such an employee shall be the appropriate wage rate applicable to the position of the replaced employee, subject to progression steps applicable to the replacing employee, where appropriate.</p> <p>3. The replacing employee shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.</p> <p>4. The Union shall be notified at the commencement of employment, and upon the expiry of the term of employment.</p> <p>5. In addition to the hourly rate of pay, the employee shall receive an additional eight per cent (8%) in lieu of all fringe benefits, <b>including vacation.</b></p> <p><b><del>6. The employee shall be entitled to the provisions of Articles 6.2, 7.5 and 10 of the Agreement.</del></b></p> <p><b><del>7. 6.</del></b> The employee may be released by the College before the termination date of any term of employment, for replacement need changes or operational requirements.</p> <p><b><del>8. Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.</del></b></p> <p><b><del>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</del></b></p>	
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<p><del>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.</del></p> <p><del>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.</del></p> <p><u>7. Article 15 shall not apply to Appendix D employees.</u></p> <p><del>11. 8. No</del> <u>All</u> other provisions of the Collective Agreement, shall apply to Appendix D employees unless otherwise stated in this Appendix.</p>	
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<p><b>UP 53</b></p>	<p><b>APPENDIX G SUMMER STUDENT WORKERS</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. The College shall notify the Local Union of both the start and planned termination dates of employment.</li> <li>4. The students shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.</li> <li>5. The students may be released by the College before the termination date.</li> <li>6. The students shall be paid an hourly wage rate not less than the <del>student minimum wage set out in the <i>Employment Standards Act</i></del> <b><u>start rate of Payband A as set out in Appendix E of the Collective Agreement.</u></b></li> <li>7. The students shall be entitled to the provisions of Articles 6.2 and 7.5 of the Agreement.</li> <li>8. Students will be granted holidays/holiday pay in accordance with Article 10 except that the holidays shall be limited to Victoria Day, Dominion Day and Civic Holiday. Articles 10.2 and 10.7 shall not apply.</li> <li>9. Students covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.</li> <li>10. In addition to the hourly rate of pay, the student shall receive an additional four per cent (4%) in lieu of vacation.</li> </ol>	
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	11. No other provisions of the Collective Agreement shall apply to the students unless otherwise stated in this Appendix.	
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<b>UP 54</b>	<b>Appendix E</b> <b><u>Add payband M and modify the Job Evaluation Manual accordingly.</u></b>	
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<b>UP 55</b>	<b><u>Amend to provide a 3% wage increase per year of the Collective Agreement.</u></b>	
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