ONTARIO COLLEGES OF APPLIED ARTS AND TECHNOLOGY

ACADEMIC EMPLOYEES COLLECTIVE AGREEMENT

BETWEEN:
COLLEGE EMPLOYER COUNCIL (the Council)
FOR THE COLLEGES OF APPLIED ARTS AND TECHNOLOGY

AND:
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(FOR ACADEMIC EMPLOYEES)

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Article 1
RECOGNITION

1.01 The Union is recognized as the exclusive collective bargaining agency for all academic employees of the Colleges engaged as teachers, counsellors and librarians, all as more particularly set out in Article 14, Salaries, except for those listed below:

(i) Chairs, Department Heads and Directors,

(ii) persons above the rank of Chair, Department Head or Director,

(iii) persons covered by the Memorandum of Agreement with the Ontario Public Service Employees Union in the support staff bargaining unit,

(iv) other persons excluded by the legislation, and

(v) teachers, counsellors and librarians employed on a part-time or sessional basis.

NOTE A: Part-time in this context shall include persons who teach six hours per week or less.

NOTE B: Sessional in this context shall mean an appointment of not more than 12 months duration in any 24 month period.

Article 2
STAFFING

2.01 The Colleges shall not reclassify professors as instructors except through the application of Article 27, Job Security.

2.02 The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions, as defined in Article 26, Partial-Load Employees, subject to such operational requirements as the quality of the programs, their economic viability, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.

2.03 A The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, their economic viability, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

2.03 B The College will not abuse the usage of sessional appointments by combining sessional with partial-load service and thereby maintaining an employment relationship with the College in order to circumvent the completion of the minimum 12 months sessional employment in a 24 month period.

2.03 C If the College continues a full-time position beyond one full academic year of staffing the position with sessional appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.

Article 3
RELATIONSHIP

3.01 On or prior to commencement of employment, each new employee shall be provided with a copy of this Collective Agreement (also referred to as Agreement), and the names and addresses of the Union Local Executive if supplied to the College by the Union Local. Additionally, partial-load employees will be provided a copy of the Collective Agreement on the first occasion they are employed following the negotiation of a new Collective Agreement or if re-employment occurs more than one year after the end of the previous partial-load contract.

3.02 The Colleges and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union or because of an employee's filing or not filing a grievance including participation in the workload complaint system.

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 and in September, 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.

Article 4
NO DISCRIMINATION/BULLYING/PSYCHOLOGICAL HARASSMENT

4.01 A The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination or harassment against any employee by the Union or the Colleges, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

4.01 B It is understood that nothing contained in 4.01 A limits the right of an employee to grieve in accordance with the procedure as set forth in Article 32, Grievance and Arbitration Procedures.

Where an employee has a complaint about workload based upon the provisions in the *Ontario Human Rights Code*, the employee shall have a right to pursue the complaint in accordance with the procedures set out in Article 11.02.

4.01 C The parties agree that the implementation of a special program under Section 14 of the *Human Rights Code, R.S.O., 1990*, as amended, shall be deemed not to contravene 4.01 A.

4.02 A 1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

4.02 A 2 It is agreed that the responsibility of the College under clause 4.02 A 1 with respect to the conduct of an agent of the employer or of another employee shall be limited to the taking of all reasonable means to ensure that the conduct complained of does not occur.

4.02 A 3 Every employee covered by this Agreement has a right to be free from:

(i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

(ii) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

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

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

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

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

(b) Takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or

(c) Results in a harmful work environment.

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

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

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

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

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

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

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

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

4.02 A 9 The time limits set out in Article 32, Grievance and Arbitration Procedures, and in Article 33, Expedited Arbitration Process, do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

4.02 A 10 Where, at any time either before the making of a complaint or the filing of a grievance under Article 32, Grievance and Arbitration Procedures, the College establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any human resources policy or other procedure of the College, the time limits for the processing of the complaint or grievance under Article 32, Grievance and Arbitration Procedures, or Article 33, Expedited Arbitration Process, shall be suspended until the employee is given notice in writing of the results of the investigation.

4.02 A 11 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 32, Grievance and Arbitration Procedures to be presented to the supervisor may be presented directly to the College President, or the President's designee, or any person appointed by the College President specifically to deal with complaints or grievances under this provision.

4.02 A 12 Where it appears to an arbitrator/arbitration board that an employee who is a grievor under this Article has made a complaint under the *Ontario Human Rights Code* relating to the conduct which is the subject of the grievance, the arbitrator/arbitration board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

4.02 A 13 An employee who makes a complaint under this Article may be accompanied and represented by a Union Steward at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the College under any human resources policy.

Article 5
NO STRIKE AND NO LOCK-OUT

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

Article 6
MANAGEMENT FUNCTIONS

6.01 It is the exclusive function of the Colleges to:

(i) maintain order, discipline and efficiency;

(ii) hire, discharge, transfer, classify, assign, appoint, promote, demote, lay off, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance in the manner and to the extent provided in this Agreement;

(iii) manage the College and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment, or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

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

Article 7
UNION/COLLEGE COMMITTEE (LOCAL)

7.01 The Union Local may appoint a Committee at each College composed of up to three members from among employees who have completed the probationary period. Where a College has another Campus more than 32 km away from the College's main establishment, with at least 20 employees covered by this Agreement employed thereat, the Union Local may appoint a Campus Committee of up to three members, two of whom shall be from employees on that Campus who have completed the probationary period.

7.02 A Committee of three members appointed by the College or Campus officials will meet with the Union College or Campus Committee at a mutually agreed time and place provided that either party requests and gives at least seven days prior notice accompanied by an agenda of matters proposed to be discussed. It is agreed that matters to be the subject of discussion at meetings include:

(i) the local application of this Agreement;

(ii) clarification of procedures or conditions causing misunderstanding or grievances;

(iii) an internal complaint process to facilitate the resolution of employee complaints that do not fall within the provisions of 11.01, 11.02, Article 32, Grievance and Arbitration Procedures, or Article 33, Expedited Arbitration Process;

(iv) other matters which are mutually agreed upon;

(v) if requested by the Union Local, the rationale for a sessional appointment by the College shall be the subject of discussion; and

(vi) if requested by the Union Local, the College shall explain its rationale for its application of Article 2, Staffing, or 27.05 (iii). In particular, it will consider any representations which the Union Local may make with respect to the assigning of work on a full-time or a sessional, partial-load or part-time basis, and with respect to the feasibility of assigning work on a full-time basis rather than on a sessional, partial-load or part-time basis.

It is understood that the College will continue to make reasonable provision for the environmental conditions of air, light, space and temperature of employees' work areas in the College. A complaint of an employee concerning the environmental conditions mentioned above shall be discussed at a meeting under this Article and not under the provisions of Article 32, Grievance and Arbitration Procedures, or Article 33, Expedited Arbitration Process.

7.03 Where it is considered mutually desirable that the Union Local and the College set out in writing the resolution of a matter as to the local application of this Agreement or clarification of procedures or conditions causing misunderstanding or grievances as referred to in 7.02 (i) or (ii), such resolution may be signed by the parties and apply for the specific terms agreed upon but, in any event, shall not continue beyond the term of this Agreement as currently in effect.

7.04 It is agreed that meetings under this Article shall not concern or entertain matters that are properly the subject of meetings as provided in 36.02.

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.

8.02 The regular salary, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.01 shall continue to be paid by the College. The Union shall reimburse the College for the regular salary portion, or in the case of attendance of Union appointees, at meetings with management appointees of the Joint Educational Qualifications Subcommittee, Joint Insurance Committee, CAAT Pension Plan Committees, Employee/Employer Relations Committee, Joint Grievance Scheduling Committee or such other Joint Union Management Committees as the Union and Council may subsequently agree in writing will be similarly treated for 50% of the regular salary portion.

8.03 A The Colleges agree to provide paid leaves of absence for the seven employees who are the members of the Union's negotiating team. These leaves shall extend from

the beginning of bargaining for a new contract until such date as it is completed, not just for the specific times at which direct negotiations are being conducted.

8.03 B The regular salary, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.03 A shall continue to be paid by the College. Such leave shall be with full accumulation of seniority. Employees on leave under this Article shall enjoy all rights provided by the Agreement and shall be deemed to have completed satisfactorily the total duties they could otherwise have been assigned.

8.04 A The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:

(i) the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function;

(ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned.

8.04 B In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:

(i) In each College, there shall be a reduction of up to 30 teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 25% of the base salary portion of the first 15 hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next 15 hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF).

(ii) In each College there shall be a further reduction of up to 35 teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF.

8.05 A The Union Local President shall advise the College President by June 1 of each year of the employee(s) to have a reduced teaching or work assignment pursuant to the provisions of 8.04 and the College shall arrange the reductions effective for the academic year commencing September 1 subject to the availability of a suitable replacement or substitute for the employee(s) concerned and the efficient operation of the College.

8.05 B The regular salary, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees with a reduced teaching or work assignment pursuant to 8.04 shall continue to be paid by the College and the Union shall reimburse the College as provided for in 8.04.

8.05 C It is agreed that such employee(s) when active in Union business shall not hinder or interfere with College assignments and the regular performance of employees' duties and responsibilities and shall cooperate with College officials in this objective.

8.06 Upon application in writing by the Union to the Human Resources Committee through the College concerned, a leave of absence shall be granted to two employees elected to a full-time position with the Union, subject to the availability of a suitable replacement or substitute for the person concerned. Such leave of absence shall be for one term of office of two years unless extended for a specific period on agreement of the parties. Such leave of absence shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding 27.03 C, be with full accumulation of seniority.

Article 9
EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

Purpose

9.01 The parties agree to establish an Employee/Employer Relations Committee (E.E.R.C.) in order to:

(i) Facilitate communications between Management and the Union at the Provincial level in an unconstrained, yet official manner during the life of the Agreement;

(ii) Preclude and resolve common problems during the life of the Agreement;

(iii) Permit both parties to enter negotiations with much of the groundwork completed.

Membership

9.02 A The Committee will be composed of equal representation not to exceed a total of ten members, five appointed by each party.

9.02 B Each party shall designate a Co-Chair and they will be responsible for the coordination of the Committee meetings.

9.02 C The Committee shall determine its own internal procedure.

9.02 D Union members of the Committee may be released from duty without loss of regular salary for the purpose of attending meetings. Such leave of absence shall not be unreasonably withheld, recognizing the need for efficiency of operations of the College. Union members who are not on duty will attend meetings on their own time. Travelling expenses and other expenses incurred by the Union members of the Committee will be borne by the Union.

Meetings

9.03 A The frequency of meetings shall be as established by the Committee.

9.03 B The Committee will primarily concern itself with matters that have Province-wide application and other items as mutually agreed upon that do not constitute altering or changing the Agreement.

9.03 C The Committee will consider matters of a local College concern. Either party will inform the other party if an item is to be referred to the E.E.R.C. prior to its being discussed by the E.E.R.C.

9.03 D The Committee will discuss College practices on utilization of sessional employees and all matters regarding the use of sessional employees referred to it.

9.03 E The Committee will not address items that are the subject of a grievance unless both parties to the grievance so agree.

9.03 F It is recognized that the Committee is not intended as a decision-making body. However, the Committee may make recommendations as appropriate.

9.03 G The Committee will examine issues relating to employment equity and means of enhancing it, including an examination of the recognition of part-time service under the College's Classification Plans.

9.03 H The Committee will examine the adequacy of information supplied to the Union Local, including information supplied under 27.02 F, 27.04 and 27.12.

Article 10
UNION DEDUCTION

10.01 There shall be an automatic deduction of an amount equivalent to the regular monthly membership dues from the salaries of all employees.

10.02 Regular monthly membership dues shall be in the amount established in accordance with the Union's Constitution and By-laws and may include an amount for the Union Local which has also been established in accordance with such Constitution and By-

laws. The Union shall advise the College in writing of the amount (including the Union Local portion) to be deducted.

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.

10.04 The Union agrees to indemnify and keep the College harmless from any claim by an employee arising out of the deduction arrangements set out in this Article.

10.05 By January 31 of each year the Union shall be provided with information regarding the number of persons in each classification by salary step and by College.

Article 11
WORKLOAD

11.01 A Each teacher shall have a workload that adheres to the provisions of this Article.

11.01 B 1 Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for teachers in post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.

The balance of the academic year shall be reserved for complementary functions and professional development.

Workload factors to be considered are:

(i) teaching contact hours

(ii) attributed hours for preparation

(iii) attributed hours for evaluation and feedback

(iv) attributed hours for complementary functions

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College.

11.01 C Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes.

The voluntary extension of the teaching contact hour beyond 50 minutes by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the

teacher staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

11.01 D 1 Weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
New	1 : 1.10
Established A	1 : 0.85
Established B	1 : 0.60
Repeat A	1 : 0.45
Repeat B	1 : 0.35
Special A	as indicated below
Special B	as indicated below

11.01 D 2 No more than four different course preparations shall be assigned to a teacher in a given week except by voluntary agreement which shall not be unreasonably withheld.

11.01 D 3 For purposes of the formula:

(i) "New" refers to the first section of a course which the teacher is

- teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a Partial-Load, Sessional or Part-time employee, nor to courses designated as "Special" as defined below); or

- teaching for the first time since a major revision of the course or curriculum has been approved by the College.

(ii) "Established A" refers to the first section of a course which the teacher has previously taught but not within the previous three academic years.

(iii) "Established B" refers to the first section of a course which the teacher has taught within the previous three academic years.

(iv) Where a non-language course is to be taught in more than one language the first section taught in a second language shall be regarded as "New" or "Established".

(v) "Repeat A" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been

attributed under "New" or "Established", but to students in a different program or year of study.

(vi) "Repeat B" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established" or "Repeat A" to students in the same program and year of study.

(vii) "Special A" refers to sections of courses in which students may enter on a continuous intake basis or courses which have been organized into individualized self-learning packages.

The first section of a "Special A" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special A" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special A" course attract the numerical value in "Repeat A" (1:0.45).

(viii) "Special B" refers to preparation for sections of a course in which the objectives describe the students' application of knowledge in actual work settings.

The first section of a "Special B" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special B" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special B" course attract the numerical value in "Repeat B" (1:0.35).

Additional time necessary to arrange and prepare for student placement in such learning situations shall be attributed on an hour for hour basis and recorded on the Standard Workload Form (SWF), as referred to in 11.02.

(ix) Hours for curriculum review or course development assigned to a teacher on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF.

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK

Essay or project	Routine or Assisted	In-Process
1:0.030 per student	1:0.015 per student	1:0.0092 per student

11.01 E 2 For purposes of the formula:

(i) "Essay or project evaluation and feedback" is grading:

– essays

– essay type assignments or tests

– projects; or

– student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.

(ii) "Routine or assisted evaluation and feedback" is grading by the teacher outside teaching contact hours of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.

(iii) "In-process evaluation and feedback" is evaluation performed within the teaching contact hour.

(iv) Where a course requires more than one type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.

11.01 E 3 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.

11.01 E 4 The number of students in a course or section shall be determined initially by the College's planning estimates and recorded on the SWF as provided for in 11.02.

The number of students in a course or section shall be reviewed after the enrolment audit dates and not later than the completion of the course or section or, at the request of the teacher, following the last day for withdrawal of registration by the student(s), and revised where appropriate.

The number of students in a continuous intake program, course or section shall be reviewed every three months at the request of either the College or the teacher and determined as the weighted average of the number of students formally registered over the duration of the program, course or section. The weighted average shall be calculated by summing the number of formally registered students in each week of the program, course or section and then dividing the sum by the number of weeks in the duration of the program, course or section.

11.01 F 1 Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of six hours of the 44 hour maximum weekly total workload shall be attributed as follows:

four hours for routine out-of-class assistance to individual students
two hours for normal administrative tasks.

The teacher shall inform his/her students of availability for out-of-class assistance in keeping with the academic needs of students.

11.01 F 2 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 G 1 Where preparation, evaluation, feedback to students and complementary functions can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines established by the College.

11.01 G 2 Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.

11.01 H 1 The College shall allow each teacher at least ten working days of professional development in each academic year.

11.01 H 2 Unless otherwise agreed between the teacher and the supervisor, the allowance of ten days shall include one period of at least five consecutive working days for professional development.

11.01 H 3 The arrangements for such professional development shall be made following discussion between the supervisor and the teacher subject to agreement between the supervisor and the teacher, and such agreement shall not be unreasonably withheld.

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

11.01 I Teaching contact hours for a teacher in post-secondary programs shall not exceed 18 in any week. Teaching contact hours for a teacher not in post-secondary programs shall not exceed 20 in any week.

11.01 J 1 Notwithstanding the above, overtime worked by a teacher shall not exceed one teaching contact hour in any one week or three total workload hours in any one week and shall be voluntary.

11.01 J 2 Such teaching contact hour agreed to in excess of the respective weekly teaching contact hour maximum shall be compensated at the rate of 0.1% of annual regular salary. Such workload hours agreed to in excess of the 44 hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary. Such overtime payments shall be for the greater amount but shall not be pyramided.

11.01 J 3 All such voluntary overtime agreements, which shall not be unreasonably withheld, shall be set out in writing on the SWF for that period by the College and filed with the teacher and the Union Local within ten days.

11.01 J 4 Probationary teachers shall not be assigned teaching contact hours or total workload hours in excess of the maxima under any circumstances.

11.01 K 1 Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed 180 contact days per academic year for a teacher in post-secondary programs or 190 contact days per academic year for a teacher not in post-secondary programs.

11.01 K 2 Weekly contact hours assigned to a teacher by the College may be scheduled into fewer than five contact days and such compressed schedule shall be deemed to be five contact days.

11.01 K 3 Teaching contact hours shall not exceed 648 teaching contact hours per academic year for a teacher in post-secondary programs or 760 teaching contact hours per academic year for a teacher not in post-secondary programs.

11.01 K 4 Compensation for work in excess of the maxima set out above shall be paid by the College to the teacher on the basis of:

(i) 1/180 or 1/190 respectively of the teacher's annual regular salary for each contact day in excess of the 180 or 190 contact day annual maximum;

(ii) 0.1% of the teacher's annual regular salary for each teaching contact hour in excess of the 648 or 760 teaching contact hour annual maximum.

Such compensation shall be for the greatest amount and shall not be pyramided under this clause or under 11.01 J.

11.01 L 1 The contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour except by written voluntary agreement. The Union Local shall receive a copy of such agreement within seven days.

11.01 L 2 Every effort shall be made to ensure that work will not be assigned to begin less than 12 hours after the end of the previous day's work assignment.

11.01 L 3 A teacher shall not normally be assigned work on calendar Saturdays or Sundays. Where a teacher is assigned to work on a Saturday or Sunday, the teacher shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed.

11.01 L 4 A teacher may agree in writing to waive the premium credits provided for in 11.01 L 3 for a specified period of time.

11.01 M Where a Union Local and a College agree in writing on terms governing workload assignments at the College, such agreements shall be binding on the College, the Union Local and the teachers and timetables shall be established in accordance with such local agreements.

11.02 A 1

(a) Prior to the establishment of a total workload for any teacher the supervisor shall discuss the proposed workload with the teacher and complete the SWF, attached as Appendix I, to be provided by the College. The supervisor shall give a copy to the teacher not later than six weeks prior to the beginning of the period covered by the timetable excluding holidays and vacations. It is recognized that if the SWF is subsequently revised by the College, it will not be done without prior consultation with the teacher.

(b) The College may, where a change in circumstances requires it, amend assignments provided to a teacher after the original assignment, subject to the teacher's right to refer any matter to the College Workload Monitoring Group (WMG) referred to in 11.02 B 1 and if necessary, the Workload Resolution Arbitrator (WRA) referred to in 11.02 E 1 and appointed under 11.02 F 1.

11.02 A 2 The SWF shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size, attributed hours, contact days, language of instruction and complementary functions.

11.02 A 3 Following receipt of the SWF, the teacher shall indicate in writing on the SWF whether in agreement with the total workload. If not in agreement the teacher and the supervisor may add such other comments as is considered appropriate and may indicate in writing that the workload should be reviewed by the College WMG.

11.02 A 4 In the event that the teacher is not in agreement with the total workload and wishes it to be reviewed by the WMG, the teacher must so indicate in writing to the supervisor within five working days following the date of receipt of the SWF. The completed SWF will be forwarded by the supervisor to the WMG within three working days from date of receipt from the teacher with a copy to be given to the teacher.

Absent such indication, the teacher shall be considered to be in agreement with the total workload.

11.02 A 5 The timetable shall set out the schedule and location of assigned workload hours reported on the SWF, on a Timetable Form to be provided by the College, and a copy shall be given to the teacher no less than two weeks prior to the beginning of the period covered by the timetable, which shall be the same period as that covered by the SWF.

11.02 A 6

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

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

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

11.02 B 1 There shall be a College WMG at each College.

11.02 B 2 Each WMG will be composed of eight members, with four to be appointed by the College and four appointed by the Union Local unless the College and the Union Local otherwise agree. The term of office of each member of the WMG shall be two years, commencing on April 1 in each year with four members of the WMG, two

College appointees and two Union appointees, retiring on March 31 of each year. A quorum shall be comprised of four, six or eight members with equal representation from the College and Union Local.

Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

11.02 C 1 The functions of the WMG shall include:

(i) reviewing workload assignments in general at the College and resolving apparent inequitable assignments;

(ii) reviewing specific disputes pursuant to 11.02 A 4 and/or 11.02 A 6 (a) and where possible resolving such disputes;

(iii) making recommendations to the College on the operation of workload assignments at the College;

(iv) reviewing individual workload assignments where requested by the teacher or the Union Local and, where possible, resolving the disputes;

(v) making recommendations to the College and Union Local committees appointed under Article 7, Union/College Committee (Local), as to amendments or additions to the provisions governing workload assignments at the College for local negotiation in accordance with 11.02 G in order to address particular workload needs at the College.

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, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);

(ii) level of teaching and experience of the teacher and availability of technical support and other resource assistance;

(iii) size and amenity of classroom, laboratory or other teaching/learning facility;

(iv) numbers of students in class;

(v) instructional modes, including requirements for alternate delivery;

(vi) availability of time for the teacher's professional development;

(vii) previously assigned schedules;

(viii) lead time for preparation of new and/or changed schedules;

(ix) availability of current curriculum;

(x) students with special needs;

(xi) introduction of new technology;

(xii) the timetabling of workload, including changes to the length of the course;

(xiii) level of complexity and rate of change in curriculum;

(xiv) requirements for applied research;

(xv) required translation of materials.

11.02 D 1 The WMG shall meet where feasible within one week of receipt of a workload complaint or at the request of any member of the WMG.

11.02 D 2 The WMG shall have access to all completed SWFs and timetables, and such other relevant workload data as it requires to review workload complaints at the College.

11.02 D 3 The WMG or any member of it may require the presence of the supervisor and/or the teacher before it to assist it in carrying out its responsibilities.

11.02 D 4 Any decision made by a majority of the WMG with respect to an individual workload assignment shall be in writing and shall be communicated by the College to the teacher, the supervisor, the senior academic officer at the College and the Union Local President as soon as possible after the decision is arrived at.

11.02 D 5 Such decision shall be binding on the College, the Union Local and the teacher involved.

11.02 E 1 If following a review by the WMG of an individual workload assignment which has been forwarded to the WMG, the matter is not resolved, the teacher shall be so advised in writing. The matter may then be referred by the teacher to a WRA provided under the agreement. Failing notification by the WMG within three weeks of the referral of the workload assignment to the WMG, the teacher may refer the matter to the WRA.

11.02 E 2 If the teacher does not refer an assignment to the WRA within one week of the receipt by the teacher of notification by the WMG that it has been unable to settle the matter, the matter will be considered to have been settled.

11.02 F 1 One or more WRAs shall be jointly selected by the College President or the President's designee and the Union Local President. The appointment of a WRA shall be from July 1 until June 30 of the following year unless both parties otherwise agree in writing. A WRA shall act on a rotation basis or as otherwise agreed.

11.02 F 2 A WRA shall indicate to the College President or the President's designee and the Union Local President, in writing, willingness to act within the time frames specified in this Article.

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 Minister of Labour to appoint a WRA and the WRA shall, upon appointment by the Minister of Labour, have the same powers as if the appointment had been made by the College and the Union Local as provided herein.

11.02 F 4 The College and the Union Local will provide to a WRA the SWF and any other documents which were considered by the WMG in its deliberations and such other information as the WRA considers relevant.

11.02 F 5 A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, that the WRA shall discuss the matter with the teacher, the teacher's supervisor, and whomever else the WRA considers appropriate.

11.02 F 6 A WRA shall, following the informal discussions referred to above, issue a written award to the College and the Union Local and to the teacher, resolving the matter. Such award shall be issued by the WRA within ten working days of the informal discussion. The award shall only have application to the teacher affected by the matter and shall have no application beyond the end of a twelve-month period from the date of the beginning of the workload assignment.

11.02 F 7 On request of either or both parties within five working days of such award, the WRA shall provide a brief explanation of the reasons for the decision.

11.02 F 8 The award of the WRA shall be final and binding on the parties and the teacher, and shall have the same force and effect as a Board of Arbitration under Article 32, Grievance and Arbitration Procedures.

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

11.02 F 10 The Colleges and the Union shall each pay one-half of the remuneration and expenses of a WRA.

11.02 F 11 Where a referral is made to the WMG or the WRA by more than one teacher, references in the article to "teacher" shall be read as "teachers".

11.02 F 12 References to "teacher" in this Article include "instructor" but do not include partial-load teachers.

11.02 G It is recognized that speedy resolution of workload disputes is advantageous to all concerned. Therefore, the College and Union Local committees appointed under Article 7, Union/College Committee (Local), have the authority to agree to the local application of Article 11, Workload, and such agreement may be signed by them and apply for the specific term of this Agreement as currently in effect. Also, such agreement shall not serve as a precedent for the future at that or any other

College. Such agreement is subject to ratification by the Union Local membership within ten days and is subject to approval by the College President.

11.03 The academic year shall be ten months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from September 1 to the following June 30. The academic year shall in any event permit year-round operation and where a College determines the needs of any program otherwise, then the scheduling of a teacher in one or both of the months of July and August shall be on a consent or rotational basis.

11.04 A The assigned hours of work for Librarians and Counsellors shall be 35 hours per week.

11.04 B 1 The College shall allow each Counsellor and Librarian at least ten working days of professional development in each academic year.

11.04 B 2 Unless otherwise agreed between the Counsellor or Librarian and the supervisor, the allowance of ten days shall include one period of at least five consecutive working days for professional development.

11.04 B 3 The arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor or Librarian subject to agreement between the supervisor and the Counsellor or Librarian, and such agreement shall not be unreasonably withheld.

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

11.04 C Where Counsellors and Librarians are assigned teaching responsibilities the Colleges will take into consideration appropriate preparation and evaluation factors when assigning the Counsellors' and Librarians' workload.

11.05 The parties agree that no College shall circumvent the provision of this Article by arranging for unreasonable teaching loads on the part of persons who are excluded from or not included in the academic bargaining unit.

11.06 During the period of assigned workload, teachers shall not take any employment, consulting or teaching activity outside the College except with the prior written consent of the supervisor. The consent of the supervisor shall not be unreasonably withheld.

11.07 Where the College requires the performance of work beyond the limits herein established, the College shall provide any such teachers with proper work facilities during such period.

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

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

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 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.

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

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

11.09 A 4 The Modified Workload Arrangement may apply for any period of assignment, but shall not extend beyond one academic year, unless expressly renewed. Each Modified Workload Arrangement will have a start and end date.

Should the Modified Workload Arrangement extend beyond the life of the Collective Agreement, the terms shall be modified to respect any applicable changes contained within the amended Collective Agreement.

Workload Limit Protections

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

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

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

documentation that it does not consent to the Modified Workload Arrangement, the Union will be considered to be in consent.

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

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

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

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

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

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

Article 12
TUITION SUBSIDY

12.01 An employee in the bargaining unit may take, for a tuition fee of not more than $20.00 per course, on the employee's own time,

(i) Ministry funded programs or courses,

or

(ii) other programs or courses as are mutually agreed,

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

Article 13
COPYRIGHT

13.01 Except as may be otherwise mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee's normal administrative or professional duties with the College, shall be and remain the property of the College. Other works produced by an employee shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the *Copyright Act* (Canada) and in particular the subsection addressing "work made in the course of employment".

Article 14
SALARIES

14.01 A Determination of starting salaries and progression within the salary schedules shall be in accordance with the Job Classification Plans (see pages 117-122). The application to certain present employees above the maximum step on the salary schedule shall continue as set out in 14.03.

14.01 B The College shall, upon the initial hiring of an employee in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

14.02 A The salary schedules in 14.03 will apply to persons teaching more than 12 hours on a regular basis. Persons teaching over six and up to and including 12 hours on a regular basis will be covered by 26.04.

14.02 B It is recognized that a full-time teacher who may be assigned by the College to an instructional assignment of less than 13 hours per week shall continue to be paid on the basis of salary rather than on an hourly rate except as may occur through the application of Article 27, Job Security, or as may be mutually agreed between the employee and the College.

14.02 C 1 A full-time employee may request and, with the approval of the College, may undertake a less than full-load assignment for a mutually agreed period.

14.02 C 2 Such employee shall be paid on the basis of pro-rata base salary rather than on an hourly rate. Effective September 24, 1998, such employee shall continue to accumulate seniority on a full-time basis for the duration of the mutually agreed period. The method of calculating pro-rata base salaries and benefits under this section shall be established by mutual agreement between the employee and the College. The request of the employee shall be in writing and a copy provided to the Union Local President.

Salary Schedules for Full-Time Professors, Counsellors and Librarians

14.03 A 1

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

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Step 5	$59,653	$60,548	$61,638
Step 6	$62,393	$63,329	$64,469
Step 7	$65,131	$66,108	$67,298
Step 8	$67,868	$68,886	$70,126
Step 9	$70,606	$71,665	$72,955
Step 10	$73,343	$74,443	$75,783
Step 11	$76,081	$77,222	$78,612
Step 12	$78,820	$80,002	$81,442
Step 13	$81,558	$82,781	$84,272
Step 14	$84,296	$85,560	$87,100
Step 15	$87,035	$88,341	$89,931
Step 16	$89,764	$91,111	$92,751
Step 17	$92,496	$93,883	$95,573
Step 18	$95,224	$96,653	$98,392
Step 19	$97,955	$99,424	$101,213
Step 20	$100,684	$102,194	$104,034
Step 21	$103,412	$104,963	$106,853

Maximum Salary Table

(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 Baccalaureate Degree or equivalent; CGA; P.Eng.; CA; CMA (formerly RIA)
Step 19	3-year CAAT Diploma or General Pass University Degree or Certified Journeyperson holding equivalent qualifications*
Step 18	2-year CAAT Diploma or Certified Journeyperson
Step 17	1-year post-secondary certificate
Step 16	No formal post-secondary diploma, certificate or degree

NOTE: Formal educational qualifications not specified above will be subject to evaluation by the Joint Educational Qualifications Subcommittee, as described in Appendix II.

* Equivalent qualifications for a certified Journeyperson or someone treated as such, shall mean the successful completion of five full-year CAAT courses at the technologists level of which two are directly related to the individual's area of expertise, or the equivalent. The course of study leading to equivalent qualifications for a certified Journeyperson or someone treated as such, shall be approved in advance by the College.

Control Point Table

14.03 A 2

(a) Annual increments to the control point are based on experience, at the rate of one step for each completed year on-the-job experience. Above the control point, but not beyond the maximum, one step will be granted where performance in the past year was satisfactory. For the purposes of this paragraph the following shall be considered as on-the-job experience: leave for union activities, paid leave of absence, secondment.

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

Maximum Step Attainable	Control Point Effective September 1, 2014	Control Point Effective September 1, 2015	Control Point Effective September 1, 2016
Step 16	Step 10	Step 10	Step 10
Step 17	Step 11	Step 11	Step 11
Step 18	Step 11	Step 11	Step 11
Step 19	Step 12	Step 12	Step 12
Step 20			
Step 21	Step 13	Step 13	Step 13

Salary Schedules for Full-Time Instructors

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

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Minimum	$39,242	$39,831	$40,548
Step 1	$41,985	$42,615	$43,382
Step 2	$44,719	$45,390	$46,207
Step 3	$47,456	$48,168	$49,035
Step 4	$50,196	$50,949	$51,866
Step 5*	$52,934	$53,728	$54,695
Step 6	$55,671	$56,506	$57,523
Step 7	$58,409	$59,285	$60,352
Step 8	$61,148	$62,065	$63,182
Step 9	$63,887	$64,845	$66,012
Step 10	$66,625	$67,624	$68,842

* Control Point of Range

Guidelines

Allowances - Professors

14.03 A 3 Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, which shall be determined prior to the acceptance of the designation, subject to changes as circumstances require. It is understood that coordinators do not have responsibility for the supervision or for the disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.

Those employees who are designated as coordinators will receive an allowance equal to one or two steps on the appropriate salary schedule. Such allowance will be in addition to the individual's annual base salary.

14.03 A 4 Employees with the following qualifications shall be entitled to progress to the maximum step on the salary schedule:

(i) A General Pass University degree plus a Bachelor of Education degree;

(ii) Three year CAAT Diploma or General Pass University Degree or Certified Journeyperson holding equivalent qualifications, plus a valid Ontario Teacher's Certificate granted before 1992 or equivalent as may be ruled on by Joint Educational Qualifications Subcommittee (JEQS);

(iii) A General Pass University Degree, plus a valid Ontario Guidance Specialist's Certificate granted before 1992 or equivalent as may be ruled on by JEQS; or

(iv) The In-Service Teacher Training Program Certificate. As this is a unique in-service College program, equivalencies are not considered.

General

14.03 A 5 For Professors and Counsellors and Librarians the applicable maximum is the Step on the schedule reflecting their individual qualifications. For Instructors, the applicable maximum is the maximum salary for their classification. However, in the application of 14.03 A 6, the base salary rate of an employee may exceed the employee's maximum, in which case the higher rate will prevail for the term of this Agreement.

14.03 A 6 Professors or Counsellors being paid a base salary rate in excess of Step 16 on August 31, 1991, pursuant to Section 2(f) of the guidelines attached to the September 17, 1975 Agreement, will have their base salaries increased effective as of September 1, 1992 and September 1, 1993 so that their new base salaries will exceed the maximum of the salary schedule as of such dates by the same amount as in effect under the immediately previous Agreement.

14.04 A Persons who teach over six and up to and including 12 hours per week on a regular basis shall be referred to as "partial-load" employees. They shall not receive salary or vacation but shall be paid for the performance of each teaching hour at an hourly rate in accordance with the rates set out in Article 26, Partial-Load Employees.

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.

15.01 B A teacher assigned to teach for an additional month (11th month) over the normal teaching schedule of the equivalent to ten months as part of a continuous 12 month program shall be entitled to a vacation of one month, as scheduled by the College. Such teacher shall also receive a bonus of ten percent of the employee's annual regular salary for the additional eleventh month of teaching assignment to be paid on completion of such assignment. A teacher assigned to teach in the eleventh month for less than a full month will be entitled to a pro-rata amount of the ten percent bonus referred to above, to be paid on completion of such assignment.

A member of the teaching faculty teaching in a continuous program shall not be required to teach for more than 12 consecutive months without a scheduled vacation of at least one month.

15.01 C It is understood that the above provisions for vacations are not intended to prohibit Colleges from scheduling non-teaching periods at Christmas and New Year's or at any other mid-term break.

15.02 In scheduling vacations, the College will take into consideration the maintenance of proper and efficient staffing of College programs and operations and the requests of employees. The College will notify employees of their vacation period at least four weeks prior to the commencement of the vacation period concerned. It is understood that following notification of vacation periods, vacation schedules may be changed in circumstances beyond the College's control or by mutual agreement. The College agrees that seniority shall be given consideration in resolving conflicting vacation requests.

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:

Family Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	

16.01 B An employee will be granted the holiday period of December 25th to January 1st inclusive without reduction of regular salary.

16.02 When a holiday as defined in 16.01 A falls within the vacation period of a member of the academic staff teaching an 11th month as referred to in 15.01, a Counsellor or a Librarian, the employee shall be granted an additional day off at a date designated by the College.

16.03 When a holiday as defined in 16.01 A falls on a Saturday or Sunday, the College shall designate a day in lieu thereof.

Article 17
SHORT-TERM DISABILITY PLAN (STD)

Participation

17.01 A Effective April 1, 1991, all full-time employees shall be covered by this plan.

Funding

17.01 B This plan shall be funded by the College.

Waiting Period

17.01 C New employees will be eligible for benefits under this plan from their first day of service with the College. The annual benefit allocation described in 17.01 F shall be credited at that time.

Benefit Year

17.01 D The benefit year shall commence September 1 for the purpose of crediting the days referred to in 17.01 F 1.

Workplace Safety and Insurance and Other STD Insurance

17.01 E Where a full-time employee is entitled to payments under the *Workplace Safety and Insurance Act* and Regulations, or is entitled to payments under any other short-term disability insurance, such person shall be entitled to payments, where required, from this plan to supplement the amount payable under the *Workplace Safety and Insurance Act* and Regulations, or such other insurance, up to the amount otherwise payable under this plan.

Benefits

17.01 F 1 During absences due to illness or injury, participating employees who would otherwise be scheduled to work shall receive 100% of regular pay for up to and including 20 working days in any one benefit year, plus any unused credits carried forward from previous years. Days not utilized in any year shall be considered to be credits (on the basis that one credit represents 100% of regular pay for one working day) and shall be carried forward to the next benefit year. Debits shall be made from the total assigned benefit on a day-for-day basis.

17.01 F 2 During absences due to illness or injury in excess of the accumulated days referred to in 17.01 F 1, participating employees shall be paid 75% of regular pay for up to the difference between the number of accumulated days referred to in 17.01 F 1 and the date the employee would normally qualify for LTD.

17.01 F 3 Where the qualifying period for LTD has expired, and the employee qualifies for LTD, and the employee still has credits standing in his or her name under this plan, such credits may, at the election of the employee, be utilized by the employee instead of LTD benefits, until the employee elects to take LTD benefits, if qualified.

17.01 F 4 During the period defined in 17.01 F 1, a participating employee who is absent due to injury or illness on the day before or after a holiday as defined in 16.01 shall receive regular pay for the holiday at the rate defined in 17.01 F 1.

17.01 F 5 During the period defined in 17.01 F 2, a participating employee who is absent due to injury or illness on the day before or after a holiday as defined in 16.01 shall receive regular pay for the holiday at the rate defined in 17.01 F 2.

17.01 F 6 Application for benefits under the plan shall be made at such time and in such manner as the College shall determine and shall be supported by such medical evidence, if any, as the College may require.

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

Expiry of Credits

17.01 G Subject to 17.01 H, upon retirement, layoff or termination of employment, any credits standing in the name of the employee shall be cancelled and shall be of no effect.

Protection of Existing Rights

17.01 H Notwithstanding 17.01 G, employees hired into the academic bargaining unit before April 1, 1991, shall be entitled to utilize available credits (or portions thereof) at the time of retirement, termination of employment or lay-off as a lump-sum gratuity calculated in accordance with the terms of the pre-existing Cumulative Sick Leave Plans, where applicable and where the employee is eligible and shall not exceed the amount of one-half the employee's annual base salary as of the date of separation.

17.02 If a full-time employee is absent from work for the purpose of caring for a member(s) of their immediate family, the employee may apply for leave under 21.07 A, 21.07 B, and 21.07 C. Days withdrawn from the employees' sick leave credits for this purpose will not be counted towards the elimination period for LTD.

Article 18
LONG-TERM DISABILITY PLAN (LTD)

18.01 Employees shall pay the full premium of the present Long-Term Disability Plan, the benefit level to be 60% of monthly base salary in effect as of the date of disability reduced by:

(i) any form of salary continuation from the employer or benefit from an employer sponsored retirement or pension plan;

(ii) any basic disability benefits payable from government sponsored income security programs (e.g. C/QPP, W.S.I., E.I., or similar programs);

but this amount shall not be reduced by amounts payable under:

(i) any privately sponsored group disability insurance plan;

(ii) any increase in benefit arising from the C/QPP as a result of an adjustment in the Consumer Price Index.

Article 19
OTHER INSURANCE PLANS

Extended Health Plan

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.

The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of $1,500.

19.01 B Effective April 1, 2004 or such reasonable time as may be required, a Critical Illness/Catastrophic Event Insurance will be made available to employees with the full premiums to be paid by the employees.

Dental Plan

19.02 A The Colleges agree to pay 100% of the billed premiums of an insured dental plan (the Plan) based on the Ontario Dental Association (ODA) schedule for the immediately preceding year.

19.02 B Coverage shall apply, subject to the eligibility requirements and conditions of the Plan, to all eligible full-time employees on the active payroll and in the active employ of the College following the completion of six months continuous service during the probationary period. Those employees whose spouses are covered by a comparable plan may elect to be covered by their spouse's plan.

19.02 C Coverage under this Plan includes the employee, spouse and dependent children to age 21 (the beneficiaries).

19.02 D 1 Coverage for diagnostic, preventative and restorative services is listed in Schedule A of Appendix III.

19.02 D 2 Coverage for endodontic, periodontal, surgical and adjunctive services is listed in Schedule B of Appendix III.

19.02 D 3 Coverage for prosthodontic procedures is listed in Schedule C of Appendix III.

19.02 D 4 Benefits under Schedules A, B and C are limited to a maximum of $2,000 per annum for each beneficiary with no deductible (effective October 1, 1998). Effective January 1, 2007, this maximum will be increased to $2,500 per annum.

19.02 E 1 Coverage for orthodontic procedures is listed in Schedule D of Appendix III and is effective May 1, 1988.

19.02 E 2 Benefits under Schedule D are limited to a $2,500 lifetime maximum per person covered regardless of age and 50% co-insurance.

19.02 F 1 Coverage for crowns and bridges will take effect with respect to each full-time employee in the active employ of the College on November 1, 1992 who is then covered by the Plan. Other full-time employees in the active employ and on the active payroll of the College who have completed the prescribed waiting period shall become eligible for this coverage subject to the eligibility requirements and terms and conditions of the Plan.

19.02 F 2 Coverage for crowns and bridges is listed in Schedule E of Appendix III and is effective November 1, 1992.

19.02 F 3 Benefits under Schedule E are limited to a maximum of $2,500 per beneficiary per calendar year with 50% co-insurance.

Survivor Benefits

19.03 A 1 The College shall continue coverage of Extended Health (including Vision and Hearing Care) and Dental Plans if such benefits were in force at the date of death for the dependent survivor of a deceased employee for six months at no cost to the survivor. Thereafter, effective September 24, 1998, at the option of the dependent survivor, and subject to 19.03 A 2, the College shall continue such benefits as were in force for the deceased employee at the date of death. Coverage continues until the end of the month the deceased employee would have reached age 65. Thereafter, the survivor who is in receipt of a lifetime monthly survivor pension, may elect to participate in retirement benefits provided such election is made within 31 days from the end of the month the deceased employee would have reached age 65 and the survivor continues to be eligible for benefits under OHIP or another Canadian medicare plan equivalent to OHIP from another province or territory.

19.03 A 2 In order to maintain benefit coverage pursuant to 19.03 A 1, the dependent survivor shall:

(i) enroll in the Extended Health and Dental Plans as specified by the insurer;

(ii) keep the College informed of any change of address or other information as the College or the insurer may require; and,

(iii) pay the College quarterly in advance the full cost of the plans.

Vision Care

19.04 The College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of $400 each two years, per person 18 years of age and over, and $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.

Hearing Care Plan

19.05 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.

Basic Life Insurance Plan

19.06 The College shall continue the present Group Basic Life Insurance Plan to provide term insurance coverage of $25,000 on the life of the employee and to pay the full premium for full-time employees, subject to the eligibility requirement.

Supplemental Life Insurance Plan

19.07 A The Colleges shall continue the Supplemental Life Insurance Plan to provide for the availability of Supplementary Life Insurance in units of $10,000 up to a maximum of $60,000 of coverage with the College paying 50% of the premium for full-time employees covered by the Plan subject to the payment of the balance by payroll deduction.

19.07 B Effective December 1st, 2009, the College shall continue the Supplemental Life Insurance Plan to provide for the availability of Supplementary Life Insurance in units of $10,000 to a maximum of $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.

19.07 C The College shall arrange for Dependent Life Insurance coverage in the amount of $5,000 upon the death of a spouse and $2,000 upon the death of a dependent child including still-births as defined in the *Vital Statistics Act* to those employees who elect such coverage in writing, subject to the enrolment requirements of the plan. Such employees shall pay, through payroll deduction, 100% of the premium as established by the insurance carrier.

Liability Insurance

19.08 A The College shall arrange liability insurance coverage of employee's liability, while performing duties or tasks required and authorized by the College or customarily performed as part of the employee's duties.

19.08 B The College shall provide access to the employee liability insurance provisions of the College's insurance policies to an employee or the Union Local, upon request and given reasonable advance notice.

Retirement Benefits

19.09 A The Colleges agree to provide eligible retired employees the option of enrolling in the CAAT Retiree Benefit Plan, which includes Life Insurance, Extended Health Care and Dental Care under the following conditions:

(i) The retired employee shall pay, in advance, the full cost of the benefits that the retiree has enrolled in as follows:

- Current members of the plan will have the option to continue to pay the College quarterly or switch to automatic monthly bank withdrawals;
- New enrollees shall pay the College through automatic monthly bank withdrawals.

(ii) Eligibility for such coverage shall be dependent upon:

- 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;

- The retired employee electing such coverage within thirty-one (31) days of his/her retirement date;

- The retired employee maintaining eligibility for benefits under OHIP or another Canadian medicare plan equivalent to OHIP from another province or territory;

- The employee commenced retirement on or after May 1, 1988.

(iii) 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.

Details of the Plan are published in the CAAT Retiree Benefit Plan booklet.

Survivor Benefits for Retirees

19.09 B 1 At the option of the dependent survivor of a retired employee and subject to Article 19.09 B 2, he/she can continue coverage in the CAAT Retiree Benefit Plan, excluding Life Insurance, provided that such benefits were in force at the date of death.

19.09 B 2 In order to maintain coverage pursuant to Article 19.09 B 1, the eligible dependent survivor of a retired employee shall:

(i) enroll in the benefit plans as specified by the insurer;

(ii) keep the College informed of any change of address or other information as the College or the insurer may require; and

(iii) pay the College quarterly in advance the full cost of the benefits that the survivor has enrolled in.

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.

Article 20
PROFESSIONAL DEVELOPMENT LEAVE

20.01 The College recognizes that it is in the interests of employees, students and the College that employees are given the opportunity by the College to pursue College-approved professional development activities outside the College through further academic or technical studies or in industry where such activities will enhance the ability of the employee upon return to the College to fulfill professional responsibilities.

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:

(i) the purpose of the leave is for College-approved academic, technical, industrial or other pursuits where such activities will enhance the ability of the teacher, counsellor or librarian upon return to the College;

(ii) a suitable substitute can be obtained;

(iii) the leave will normally be for a period of from one to 12 months;

(iv) the employee, upon termination of the professional development leave, will return to the College granting the leave for a period of at least one year, failing which the employee shall repay the College all salaries and fringe benefits received by the employee while on professional development leave;

(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 80% of the employee's base salary after 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 proposed benefit(s) to the College and the employee; to the Chair of the Department at least six months prior to the commencement date;

(vii) The College may, but is not required to, consider an application from an employee who has commenced a professional development leave within the preceding seven (7) years;

(viii) All applicants will be notified in writing by the College President or the President's designee as to the disposition of their application for professional development leave;

(ix) 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;

(x) This Article shall not preclude the College from permitting greater numbers of employees to be absent on professional development leave;

(xi) The fulfillment of the minimum of two percent of full-time employees on professional development leave (arising out of employee-initiated leaves) will depend upon the receipt and approval by the College of a sufficient number of qualified applications in accordance with the criteria set out above;

(xii) In the event that more eligible employees apply for professional development leave than will be approved, preference for applications that fulfill the purpose of the leave as set in 20.02 (i) shall be given to the applicants with greater length of service since their last professional development leave under this Article;

(xiii) An applicant who is denied professional development leave shall be notified in writing of the reasons for the denial. Approval of an application for professional development leave shall not be unreasonably withheld;

(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 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.

Article 21
LEAVES OF ABSENCE

21.01 Both parties to this Agreement recognize the over-riding professional responsibility to the students. Leaves of absence as provided in this Article will therefore be scheduled where possible to ensure a minimum of disruption to the educational programs of the College. Reasonable notice shall be given to the supervisor concerned. It is understood that leaves under Article 21, Leaves of Absence, or under Article 17, Short-Term Disability Plan (STD), that are for the purpose of dealing with the death, illness, injury, or medical emergency of a person referred to in 21.04 or are for personal illness, injury, or medical emergency should be credited towards the emergency leave provisions of the *Employment Standards Act, S.O. 2001.*

21.02 Leave of absence for personal reasons and special leave in extenuating personal circumstances may be granted at the discretion of the College without loss of regular salary. Where leave of absence for personal reasons is denied, reasons shall be given in writing to the applicant where requested.

21.03 Leave of absence for religious leave may be granted at the discretion of the College, in accordance with existing human rights standards regarding accommodations, without loss of regular salary. Where leave of absence for religious reasons is denied, reasons shall be given in writing to the applicant where requested.

21.04 On the death of an employee's spouse as defined in the benefit booklet, parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchild, an employee shall be granted leave of absence of three or more days without loss of regular salary, the duration of the leave to be at the discretion of the College.

It is understood that 21.02 is applicable to employees seeking bereavement leave related to the death of persons not identified in 21.04.

21.05 An employee required to appear for or serve jury duty or served with a subpoena to appear as a Court witness shall not have regular salary reduced for the period concerned subject to the payment to the College by the employee of the jury duty or witness fees received. The employee shall notify the employee's immediate supervisor immediately after receipt of notice of selection for jury duty or the subpoena requiring appearance as a witness. The College may require the employee to furnish a certificate of service from an officer of the Court before making payments under this Article. In order to qualify for payment the employee will report to the College for work during those regular hours of work or assignment that the employee is not required to attend the Court.

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

21.06 B If an employee requests in writing a leave of absence of seven consecutive calendar days or more, accompanied by supporting reasons, a denial thereof by

the College shall be in writing containing the reasons if such a written reply is requested by the employee.

21.07 A In each year, the College shall grant to each employee up to five days of leave to care for members of the employee's immediate family when they are ill.

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

21.07 C Except as provided in 21.07 D, leave pursuant to 21.07 A shall be without pay.

21.07 D The employee may apply for benefits under the Short-Term Disability Plan as described in Article 17 (or, in the case of St. Lawrence College or La Cité, the St. Lawrence Plan, if applicable) with respect to the day or days of leave taken under 21.07 A. All the terms of Article 17, Short-Term Disability Plan, (or the terms of the St. Lawrence Plan, where applicable) shall apply to the period of leave as if such period was an illness of the employee.

21.08 If a full-time employee terminates employment for the purpose of caring for a dependent person (or persons) and is subsequently re-employed as a full-time employee, the employee shall, upon application and completion of the probationary period, be credited with the employee's previous length of service for the purpose of:

(i) vesting of Cumulative Sick Leave Gratuity (provided no previous payment was made);

(ii) the Severance Pay Plan;

(iii) Professional Development Leave;

(iv) College Prepaid Leave Plan; and

(v) seniority

provided that:

(i) the employee had completed at least two years continuous service at the time of termination;

(ii) the employee's termination indicated the reason for leaving to be the caring for a dependent person;

(iii) the break in service was for no longer than six years, except as may be mutually agreed between the College and the employee.

Article 22
PREGNANCY AND PARENTAL LEAVE

22.01 A A pregnant employee who has been employed for at least 13 weeks before the expected date of delivery shall be entitled to 17 weeks leave of absence without pay (except as provided in 22.02). Except as hereinafter provided, the leave of absence shall be in accordance with the provisions of the *Employment Standards Act* (Ontario). If through still-birth or miscarriage the employee wishes to return at an earlier date than the leave of absence originally agreed to, the College shall endeavour to arrange for such earlier return to work and such request shall not be unreasonably denied. Notwithstanding the above, the employee may return upon four weeks notice.

22.01 B An employee on pregnancy leave may take a further 35 weeks parental leave of absence without pay (except as provided in 22.02), provided the employee applies in writing two weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the provisions of the *Employment Standards Act* (Ontario).

22.01 C A leave of absence of up to 37 weeks is available to any parent who has been employed for at least 13 weeks. Such leave shall be pursuant to the provisions of the *Employment Standards Act* (Ontario), and is not in addition to the leave referred to in 22.01 B. Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own. Such leave may begin no more than 52 weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time.

22.01 D On request, in writing, at least two weeks prior to the date of expiry of the leave under 22.01 A, 22.01 B or 22.01 C, an employee shall be granted a leave of absence without pay to a maximum leave (including leave available under 22.01 A and 22.01 B and 22.01 C) of 52 weeks. The length of such leave shall be at the discretion of the employee. If requested by the College, the employee will endeavour to return at the start of a semester.

It is understood that Section 53 of the *Employment Standards Act* (Ontario) shall continue to apply to a leave of absence that has been extended under this provision.

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.

22.01 F Employees on leave under this Article shall continue to accumulate seniority for the duration of their leaves.

22.02 A An employee on leave under 22.01 shall have insured benefit coverage continued (i.e. group life insurance, group disability, Extended Health, Dental and Pension benefits, and any other type of benefit that is prescribed by regulation under the *Employment Standards Act* (Ontario) and is provided to employees under the provisions of this Agreement) during the period of the leave, as follows:

(i) the College shall continue the employee's benefit coverage for all insured benefits for which the College is responsible for payment of 100% of the billed premium (i.e. Extended Health, Dental, Basic Life);

(ii) the College shall continue to pay its percentage of premium cost for all insured benefits for which the College and the employee jointly share the cost provided the employee continues to pay the employee's percentage share of the premium cost (i.e. Supplemental Life, Pension);

(iii) any benefit coverage that is based on an employee's salary shall be based on the salary which the employee would otherwise have earned during the period;

(iv) sick leave credits will continue to accumulate.

22.02 B An employee entitled to leave under 22.01, who provides the College with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to Sections 22 or 23, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan (S.U.B).

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

(i) for the first two weeks, payments equivalent to 93% of the regular salary which the employee would otherwise have earned during the period;

and

(ii) for the balance of the period during which the employee is eligible to receive unemployment insurance benefits pursuant to Sections 22 or 23, *Employment Insurance Act*, S.C. 1996, c.23, payments equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the regular salary which the employee would otherwise have earned during such period.

22.02 D Notwithstanding anything to the contrary contained herein, the terms of the S.U.B. Plan described in 22.02 B and 22.02 C shall be construed so that they comply with Regulation 37(2) of the *Employment Insurance Act*, including the following conditions:

(i) An employee who qualifies for benefits shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. (Reference: 37(2)(h) E.I. Regulations).

(ii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or

increased by payments received under the plan. (Reference: 37(2)(i) E.I. Regulations).

Article 23
PREPAID LEAVE PLAN (PLP)

23.01 The Prepaid Leave Plan (PLP) has been developed to afford full-time employees the opportunity of taking up to a one year leave of absence and to finance the leave through deferral of regular salary from the previous years in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

23.02 Any employee having three years seniority is eligible to participate in the PLP in accordance with the conditions set out in this Article.

23.03 A An employee who qualifies as above must make written application to the President of the College on or before January 31 requesting permission to participate in the PLP setting out the deferral program requested.

23.03 B Written acceptance, or denial of the request, with explanation, will be forwarded to the applicant by May 1 in the year the request is made.

23.03 C Approval of individual requests to participate in the PLP shall rest solely with the College. Requests will not be unreasonably denied.

23.03 D The deferral period over which salary is deferred and accumulated, the amount thereof and the period in which leave is granted and repayment of such deferred salary and interest occurs shall be one of the following programs:

(i) one year deferral of up to ½ of annual regular salary in each year followed by one year of leave, subject to 23.03 D (vii);

(ii) two years deferral of up to ⅓ of annual regular salary in each year followed by one year of leave;

(iii) three years deferral of up to ¼ of annual regular salary in each year followed by one year of leave;

(iv) four years deferral of up to 1/5 of annual regular salary in each year followed by one year of leave;

(v) five years deferral of up to 1/6 of annual regular salary in each year followed by one year of leave;

(vi) when mutually agreed between the College and the employee, a PLP may be devised which allows for a deferral period different from those proposed in (i) to (v) above, provided that the percent and amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of

participation in the PLP (i.e. the fraction of the leave of absence over the sum of the deferral period and the leave period);

(vii) while participating in the PLP, the amount of salary deferred by the employee under this plan cannot exceed 33 ⅓ percent in any calendar year.

23.03 E No plan devised under this Article shall have a deferral period in excess of 72 months or a leave period in excess of 12 months or less than six months.

23.03 F Following College approval, the employee and the College shall enter into a written agreement which states that the employee waives the right to receive the deferred portion of salary as defined in accordance with 23.03 D. The agreement shall further set out all other terms of the plan agreed to in accordance with the conditions herein.

23.04 The payment of salary and benefits, and the period of the leave of absence shall be as follows:

(i) In the period of the program, preceding the period of the leave, the employee will be paid a reduced percentage in accordance with 23.03, of the employee's annual regular salary as set out in Article 14, Salaries.

(ii) The remaining percentage of annual regular salary will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the College to finance the period of leave.

(iii) The calculation of interest under the terms of this PLP shall be monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one year term deposit, a three year term deposit and a five year term deposit. The rates for each of the accounts identified will be those set out in writing by the Bank Branch with which the College deals. Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing in the participant's credit will be sent to the participant by the College. If at the last day of any month, any one or more of the above products is not offered by the bank with which the College deals, then the interest rates on the remaining products will be averaged.

(iv) During the period of the program prior to the leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the period concerned had the participant not been in the PLP.

(v) A participant's coverage for Life Insurance, LTD, Extended Health and Dental Plan coverage will be maintained by the College during the leave of absence, if eligibility conditions permit; however, the premium costs of all such plans shall be paid by the participant during the leave.

(vi) During the period of the program that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the period prior to taking the leave had the participant not been in the PLP.

(vii) At the commencement of the period of leave, the College shall pay to the participant the monies standing to the participant's credit less any premiums or contributions deducted for the leave, except as may otherwise be mutually agreed. If by mutual agreement, the employee chooses to have some of the deferral amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.

23.05 A 1 Following the leave of absence, the employee must resume employment for a period of time not less than the duration of the leave of absence period.

23.05 A 2 On return from leave, a participant will be assigned to the participant's same position or, if the lay-off displacement or placement provisions have application, the employee will be governed by the appropriate terms of this Agreement. In determining the salary level applicable following the participant's return, the period of leave shall not qualify for salary increment purposes. However if there is a period of service in the year prior to the commencement of the leave for which no consideration has been given for salary level determination purposes, such period shall be taken into consideration for salary level determination purposes on the participant's return.

23.05 B Sick leave credits will not accumulate during the period spent on leave nor will sick leave be available during such period.

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

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

23.05 D In the event that a suitable replacement cannot be obtained for a participant who has been granted a leave or the participant requests a postponement of the leave, the College may up to six months prior to the commencement of the leave postpone the leave, but the period of the postponement shall not exceed 12 months. In this instance, a participant may choose to remain in the PLP, or receive payment as in 23.05 C.

23.05 E Should 23.05 D result in a leave of absence being taken later than the originally intended final year of the PLP, any monies accumulated by the terminal date of the PLP, will continue to accumulate interest until the leave of absence is granted.

23.05 F Should a participant die while enrolled in the PLP, any monies accumulated, plus interest accrued to the date of payment will be paid to the employee's estate. Every agreement entered into under 23.03 F shall state that monies paid to the estate of an employee under this section are a "right or thing" within the meaning of the *Income Tax Act* (Canada) and shall be taxable as income in the year of the employee's death in accordance with the *Income Tax Act* (Canada).

23.06 During each taxation year the participating employee's income tax liability shall be in accordance with the *Income Tax Act* (Canada) and the amount of the withholding tax deducted at source by the College shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this PLP by Canada Customs and Revenue Agency.

Article 24
HEALTH AND SAFETY

24.01 All employees shall be covered under the *Workplace Safety and Insurance Act*.

24.02 A The College will take all precautions reasonable in the circumstances to ensure 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.

24.02 B Where the employee in the performance of duties uses safety equipment as required under the *Occupational Health and Safety Act* of Ontario, the College shall provide such equipment to the employee at no cost. Specific eligibility problems shall be resolved by the Joint Occupational Health and Safety Committee.

Article 25
REIMBURSEMENT FOR AUTOMOBILE EXPENSES

25.01 A Effective August 14, 2006, an employee authorized to use the employee's car on approved College business including travelling to assigned duties away from the employee's accustomed work location shall be reimbursed kilometrage expenses in accordance with the following:

KILOMETRES DRIVEN	SOUTHERN ONTARIO	NORTHERN ONTARIO
0-4,000	40.0 cents/km	41.0 cents/km
4,001-10,700	35.0 cents/km	36.0 cents/km
10,701-24,000	29.0 cents/km	30.0 cents/km
24,001 km and over	24.0 cents/km	25.0 cents/km

25.01 B The boundary between Northern and Southern Ontario for the purposes of kilometre reimbursement is as follows: The District of Muskoka is now considered part of Northern Ontario. Along Highway 400 the District commences North of Port

Severn. Along Highway 11 it commences North of Severn Bridge. Between the two communities the boundary is the Severn River. East of Severn Bridge, the District of Muskoka is located North of Regional Highway 52. Highway 60 at Oxtongue Lake easterly to Killaloe Station and Highway 62 to Pembroke.

25.01 C For the purpose of this Article, all kilometrage outside of Ontario will be at the rate for Southern Ontario.

25.01 D An employee paid a kilometrage allowance in accordance with this Article shall be reimbursed for necessary parking expense incurred.

25.01 E If kilometrage rates payable to Ontario Public Servants under the Collective Agreement between Management Board of Cabinet and OPSEU be amended during the term of this Agreement, such amended kilometrage rates shall apply to employees on the effective date of the amendment agreed to but not in any event retroactively prior to the date of announcement of the agreed amendments.

Article 26
PARTIAL-LOAD EMPLOYEES

26.01 A This Article contains provisions exclusively related to partial-load employees. However, this Article is not inclusive of all rights of partial-load employees under the Collective Agreement.

26.01 B A partial-load employee is defined as a teacher who teaches more than six and up to and including 12 hours per week on a regular basis.

26.02 A A partial-load employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact hour at an hourly rate calculated in accordance with 26.04.

26.02 B A portion of the hourly rate for partial-load teachers is in lieu of vacation pay.

26.03 A Determination of partial-load teachers' starting step and progression within the hourly rate schedules shall be in accordance with the Job Classification Plans (see pages 117-122).

26.03 B The College shall, upon the initial hiring of a partial-load teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

26.03 C Partial-load employees will be provided a copy of the Collective Agreement on the first occasion they are employed following the negotiation of a new Collective Agreement or if re-employment occurs more than one year after the end of the previous partial-load contract.

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

Post-Secondary Partial-Load Professors

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Step 5	$79.70	$80.89	$82.35
Step 6	$83.37	$84.62	$86.14
Step 7	$87.02	$88.33	$89.92
Step 8	$90.68	$92.04	$93.69
Step 9	$94.35	$95.76	$97.49
Step 10	$97.98	$99.45	$101.24
Step 11	$101.65	$103.17	$105.03
Step 12	$105.32	$106.90	$108.82
Step 13	$108.95	$110.59	$112.58
Step 14	$112.63	$114.31	$116.37
Step 15	$116.28	$118.02	$120.15
Step 16	$119.93	$121.73	$123.92
Step 17	$123.61	$125.46	$127.72
Step 18	$127.26	$129.17	$131.49
Step 19	$130.92	$132.89	$135.28
Step 20	$134.60	$136.61	$139.07
Step 21	$138.26	$140.33	$142.86

Non-Post-Secondary Partial-Load Professors

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Step 5	$71.72	$72.80	$74.11
Step 6	$75.05	$76.18	$77.55
Step 7	$78.31	$79.48	$80.91
Step 8	$81.61	$82.83	$84.32
Step 9	$84.90	$86.17	$87.72
Step 10	$88.19	$89.51	$91.12
Step 11	$91.49	$92.87	$94.54
Step 12	$94.77	$96.20	$97.93
Step 13	$98.08	$99.55	$101.35
Step 14	$101.37	$102.89	$104.74
Step 15	$104.64	$106.21	$108.12
Step 16	$107.96	$109.58	$111.55
Step 17	$111.25	$112.92	$114.95
Step 18	$114.55	$116.27	$118.36
Step 19	$117.85	$119.62	$121.77
Step 20	$122.61	$124.45	$126.69
Step 21	$127.37	$129.28	$131.61

Post-Secondary Partial-Load Instructors

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Minimum	$52.41	$53.20	$54.16
Step 1	$56.10	$56.94	$57.96
Step 2	$59.74	$60.63	$61.73
Step 3	$63.40	$64.35	$65.51
Step 4	$67.06	$68.06	$69.29
Step 5	$70.74	$71.80	$73.09
Step 6	$74.38	$75.50	$76.86
Step 7	$78.03	$79.20	$80.62
Step 8	$81.68	$82.90	$84.40
Step 9	$85.32	$86.60	$88.16
Step 10	$89.02	$90.35	$91.98

Non-Post-Secondary Partial-Load Instructors

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Minimum	$47.17	$47.88	$48.74
Step 1	$50.47	$51.23	$52.15
Step 2	$53.76	$54.56	$55.55
Step 3	$57.07	$57.92	$58.97
Step 4	$60.33	$61.23	$62.33
Step 5	$63.63	$64.59	$65.75
Step 6	$66.93	$67.94	$69.16
Step 7	$70.21	$71.27	$72.55
Step 8	$73.52	$74.62	$75.97
Step 9	$76.79	$77.94	$79.35
Step 10	$80.12	$81.32	$82.79

26.05 A partial-load employee shall pay dues in accordance with Article 10, Union Deduction.

26.06 Insured Group Benefits

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:

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

26.06 B Dental Care

	Dental Plan
Participation	Voluntary
Eligibility	All partial-load employees under contract
Waiting Period	First of month following the completion of six calendar months
Benefit Level	As per full-time employees
Premium Sharing	100% employee paid

26.06 C Life Insurance Plans

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

26.06 D Group Insurance - Bridging Benefit

If upon termination of a contract there is a written contract for future employment as a partial-load employee, the employee, by paying 100% of the premiums for the benefits, may continue participation throughout the period between contracts in any group insurance plan in which that employee was participating.

Where the College is anticipating re-employment of a partial-load employee, the College is encouraged, where feasible, to provide a written contract upon termination.

If an employee is re-employed within 6 months of the end of any contract, waiting periods for group insurance plans will be waived.

26.07 Tuition Subsidy and Leaves of Absence

The College shall provide partial-load employees with access to the rights provided in Article 12, Tuition Subsidy; Article 21, Leaves of Absence; Article 22, Pregnancy and Parental Leave, and Article 23, Prepaid Leave Plan, of this Agreement. Details regarding participation, eligibility, waiting period and benefit level are as follows:

	Tuition Subsidy	**Leaves of Absence**	**Pregnancy and Parental Leave**	**Prepaid Leave Plan**
Participation	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract
Eligibility	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract
Waiting Period	Nil	Nil	Nil	Nil
Benefit Level	As provided under Article 12 - Tuition Subsidy Shall be paid for regularly scheduled days of work	As provided under Article 21 - Leaves of Absence Shall be paid for regularly scheduled days of work	As provided under Article 22 - Pregnancy and Parental Leave Shall be paid for regularly scheduled days of work SUB payments as per Article 22 of the Agreement and insured benefits, if any, shall not go beyond the end of the employee's contract	As provided under Article 23 - Prepaid Leave Plan Shall be paid for regularly scheduled days of work Monies can only be deferred until the end of the employee's contract

26.08 Short-Term Disability Plan

26.08 A Partial-load employees will be covered by the Short-Term Disability Plan described in Article 17 of this Agreement with the 20 working days of coverage for 100% regular pay to be pro-rated in accordance with the table found in 26.08 B. Details regarding participation, eligibility, waiting period and benefit level are as follows:

	Sick Leave Plan
Participation	All partial-load employees under contract
Eligibility	All partial-load employees under contract
Waiting Period	Nil
Benefit Level	Same as full-time employees except that annual entitlement is pro-rated based on length of contract and number of Teaching Contact Hours in accordance with 26.08 B.

26.08 B Partial-Load Sick Leave Pro-rating Table (In Hours)

NUMBER OF WHOLE OR PARTIAL CALENDAR MONTHS OF CONTRACT	NUMBER OF WEEKLY CONTACT HOURS					
	7	8	9	10	11	12
	NUMBER OF HOURS OF PAID SICK LEAVE					
1	3	3	4	4	4	5
2	6	6	7	8	9	10
3	8	10	11	12	13	14
4	11	13	14	16	18	19
5	14	16	18	20	22	24
6	17	19	22	24	26	29
7	20	22	25	28	31	34
8	22	26	29	32	35	38
9	25	29	32	36	40	43
10	28	32	36	40	44	48

26.08 C Sick Leave Plan - Bridging Benefit

Partial-load employees hired up to and including March 31, 1991 who were re-hired within 6 months of the end of any contract, or who were re-hired within 6 months of the end of any approved leave of absence or where upon termination there was a written contract for future employment as a partial-load employee shall be covered by the cumulative sick leave plan which was in place for the full-time academic employees hired up to and including March 31, 1991.

Partial-load employees hired on or after April 1, 1991 are covered by the short-term disability plan described in Article 17 as modified by Articles 26.08 A and 26.08 B but will also enjoy the bridging provisions as set out above.

26.09 Statutory and College Holidays

Partial-load employees who are under contract on the last working day prior and the working day subsequent to a holiday as defined in Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days. Under contract means there is a written contract between the College and the employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

	Statutory and College Holidays
Participation	All partial-load employees under contract
Eligibility	All partial-load employees under contract
Waiting Period	Nil
Benefit Level	Partial-load employees will receive regular pay if: (i) the holiday occurs on a day the employee would have been scheduled to work, and (ii) the employee was in attendance the scheduled day of work, both before and after the holiday.

26.10 Job Security

26.10 A It is agreed that Article 27, Job Security, has no application to partial-load teachers except as referred to in 27.04 A, 27.06 A (iv), (v), (vi), 27.08 B, 27.11 B and 27.12. Such partial-load teachers may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.

26.10 B For the purpose of determining the service of a partial-load teacher under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid ten months of on-the-job experience will entitle the employee to one year of service and to progress one step on the grid, except as noted in 26.10 C.

26.10 C On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the employee teaches 30 hours or more.

26.10 D Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment if the following conditions are met:

(i) The partial-load employee must have previously been employed as a partial-load employee for at least 8 months of service as defined in 26.10 C within the last 4 academic years, and

(ii) The partial-load employee must have previously taught the courses that form the new partial-load assignment.

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.

Article 27
JOB SECURITY

27.01 A full-time employee shall be appointed to regular status upon successful completion of the probationary period and be credited with seniority at least equal to the probationary period served.

Probationary Period

27.02 A 1

(i) A full-time employee will be on probation until the completion of the probationary period. This shall be one year of continuous active employment for full-time employees employed after September 23, 2014.

(ii) Probationary employees employed prior to September 23, 2014 will continue to serve the probationary period applicable at the time of their employment.

27.02 A 2 The probationary period of an employee covered by 27.02 A 1 (i) may be extended for up to one additional year where the College determines that the employee's performance has not met expectations. The College shall provide a performance improvement plan to the employee. The plan shall specify the areas where improvement is needed and the supports and resources that the College will provide to the employee. The Union Local will be notified if an employee's probationary period is extended.

27.02 B The probationary period for an employee covered by 27.02 A 1 (i) shall alternatively consist of 12 full months of non-continuous employment (in periods of at least one full month each) in a 24 calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month".

If an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked, an additional full month shall be considered to be completed.

27.02 C Active employment, for the purposes of the probationary period for an employee covered by 27.02 A 1 (i), will include the vacation period and accumulated absences of less than 20 working days.

27.02 D During the probationary period an employee will be informed in writing of the employee's progress at intervals of four months continuous employment or four full months of accumulated non-continuous employment and a copy given to the employee.

27.02 E A probationary employee may be released upon at least 30 calendar days' written notice or pay in lieu thereof. If requested by the employee, the reason for such release will be given in writing.

27.02 F The Union Local shall be advised of the date on which an employee completes the probationary period.

Seniority

27.03 A The calculation of seniority for full-time employees whose service includes some work performed during certain periods shall be governed by the following:

(i) effective September 1, 1976, seniority shall include the period of 24 full months of non-continuous employment (in periods of at least one full month each) in a 48 calendar month period, for those who completed a probationary period on that basis since that date. For this purpose, only the period after September 1, 1975, shall be considered and no prior employment or calendar period shall be taken into account or credited.

However, an employee's continuous service acquired in accordance with the provisions of the Agreement dated September 17, 1975, as at August 31, 1976, for the period back to September 1, 1975, shall count as continuous employment or months of non-continuous accumulated employment for the purpose of this provision;

(ii) for the purpose of (i), effective September 1, 1976, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month";

(iii) for the purpose of (i) and (ii), effective September 1, 1981, if an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked an additional full month shall be considered to be completed.

27.03 B An employee who commenced full-time employment with the College directly from the College's predecessor educational institutions shall be credited for the purpose of this Article with seniority equal to the employee's continuous service in such predecessor institutions. Predecessor institutions of a particular College are institutions where programs previously offered by that institution were continued at the College, and the staff associated with those programs became employees of the College.

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).

27.03 D Seniority shall be lost and employment deemed terminated if:

(i) an employee is discharged and is not reinstated through the grievance or arbitration procedure;

(ii) a person is laid off for more than 24 months;

(iii) an employee resigns or leaves the employ of the College;

(iv) a person on lay-off fails to return to the College's employ in accordance with the notice of recall. A person on lay-off shall not lose seniority and shall not be deemed to be terminated where the person is unable to return to the College's employ, on one occasion only during the lay-off, where a notice of recall is of one month's duration or less. It is understood that in such circumstances, the College and the employee may mutually agree to adjust the period of the notice of recall where educational and operational objectives so require;

(v) a person utilizes a leave of absence for other than the reason for which the leave of absence is given; or

(vi) a person fails to return upon the completion of any leave of absence except for reasons satisfactory to the College.

27.03 E 1 A person who has been in a position that is now covered by the Agreement and has been or is assigned up to and including August 31, 1978, a position with the College outside the Agreement will be credited with and continue to accumulate seniority for the purpose of this Agreement while in the employ of the College.

27.03 E 2 Employment with the College in a position ordinarily outside the bargaining unit in the course of which teaching, counselling or library assignments have been undertaken in the College (other than on an unusual or isolated basis) shall count in computing seniority of persons hired by the College in positions outside the Agreement. Such seniority shall be credited in the proportion that the teaching, counselling or library assignment is of a full-time assignment based on one-quarter, one-half or three-quarters of a month of seniority for each full month's employment.

27.03 E 3 A person who is covered by the Agreement and is permanently assigned a position with the College outside the Agreement after August 31, 1978, will be credited with and maintain seniority as at the date of assignment for six years thereafter while in the employ of the College. Should such person be permanently assigned to a position outside of the bargaining unit, within six months following a temporary assignment within the College outside the bargaining unit, the seniority accumulated during the temporary assignment shall not be credited to the person.

27.03 E 4 Seniority credited pursuant to this Article can only be exercised once the person concerned has entered or re-entered the bargaining unit as the case may be.

Lists

27.04 A In January of each year, the College shall prepare and post lists as follows:

(i) a seniority list of all regular full-time employees showing the employee's name, classification, division or department, and seniority as determined pursuant to this Article.

(ii) a list of all probationary employees showing the employee's name, classification, division or department, date of hire, and date of completion of the probationary period.

(iii) a seniority list of all partial-load employees employed since the previous January showing the employee's name, division or department, and accumulated service to date.

Such lists shall also be sent to the Union Local President.

27.04 B Such lists shall be posted for at least two weeks and the information contained therein shall be considered correct for all purposes unless the employee disputes its accuracy within such two week period by filing written notice thereof with the College.

27.04 C If an error is established subsequent to the period referred to in 27.04 B, the correction shall not render the College liable in any manner for actions based thereon.

Layoff and Involuntary Transfer

27.05 When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply:

(i) The College will notify the Union Local President and the College Employment Stability Committee (CESC) of the planned staff reduction and the courses, programs or services affected.

(ii) Within seven calendar days of the receipt of such notification, the CESC shall meet for the purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected.

(iii) If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for the selection of the employees affected and the availability of alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community. The CESC may require that further meetings be held.

(iv) The CESC and the parties shall maintain the confidentiality of the meetings and the identity of all employees discussed except as specifically waived by mutual consent of the Union Local and the College.

(v) Additional representatives of the College and the Union in equal numbers may attend CESC meetings under 27.05 (ii) and 27.05 (iii) where requested by the CESC to assist the committee. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings or the notice to individuals affected by the staff reduction.

(vi) Upon completion of its deliberations the CESC shall forward its recommendations, if any, to the College President and the Union Local President, who shall maintain the confidentiality of the recommendations.

(vii) When a College decides, following such meetings, to proceed with a lay-off of one or more employees who have completed the probationary period written notice of lay-off of not less than 90 calendar days shall be given to employees being laid off. If requested by the employee, a College representative will be available to meet with the employee within three calendar days to discuss the basis of the College selection of the employees affected.

27.06 A When the College decides to lay off or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another position from that previously held as a result of such lay-off or reduction of employees, the following placement and displacement provisions shall apply to full-time employees so affected. Where an employee has the competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:

(i) An employee will be reassigned within the College to a vacant full-time position in lieu of being laid off if the employee has the competence, skill and experience to perform the requirements of a vacant position.

(ii) Failing placement under 27.06 A (i), such employee shall be reassigned to displace another full-time employee in the same classification provided that:

(a) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned;

(b) the employee being displaced has lesser seniority with the College.

(iii) Failing placement under 27.06 A (ii), such employee shall be reassigned to displace a full-time employee in another classification upon acceptance of the identical employment conditions as the classification concerned provided that:

(a) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned;

(b) the employee being displaced has lesser seniority with the College.

(iv) Failing placement under paragraph 27.06 A (iii), such employee shall be reassigned to displace two partial-load employees provided that:

(a) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned; and

(b) each of the partial-load employees being displaced has lesser months of service with the College as determined in Article 26, Partial-Load Employees, than such displacing employee's months of seniority; and

(c) it is understood that the College retains the right to assign additional work to the employee, where warranted, subject to the limits prescribed by Article 11, Workload.

(v) (a) Failing placement under 27.06 A (iv) or where the employee has waived in writing the right in 27.06 A (iv), such employee shall be reassigned to displace one partial-load employee and one or more part-time employees whose assigned courses are as described in 27.06 A (v) (b), provided that:

(i) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned; and

(ii) each of the employees being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees, or Appendix VI, as appropriate) than such displacing employee's months of seniority; and

(iii) it is understood that the College retains the right to assign additional work to the employee where required so that the work assignment so created constitutes a full-load assignment in accordance with the limits prescribed by Article 11, Workload.

(b) The courses taught by the part-time employees displaced must be:

(i) the same as, or

(ii) essentially the same as, or

(iii) pre-requisite courses to those taught by the partial-load employee concerned.

(c) Such employee shall have the lay-off notice extended until completion of the assignment so created and shall maintain current salary and benefits for the duration of that assignment.

(d) Upon completion of the assignment so created, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the competence, skill and experience to perform the requirements of a vacant full-time position.

(e) Failing placement under 27.06 A (v) (d), such employee shall be laid off without further notice upon completion of the partial-load assignment.

(vi) (a) Failing placement under 27.06 A (v) or where the employee has waived in writing the right in 27.06 A (v), such employee shall be reassigned to displace one partial-load employee and engage in approved retraining activities such that the employee retains current salary and benefits for the duration of the partial-load assignment provided that:

(i) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned; and

(ii) the partial-load employee being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees) than such displacing employee's months of seniority.

(b) Such employee shall have the lay-off notice extended until completion of the partial-load employee's assignment and shall maintain current salary and benefits for the duration of the partial-load assignment.

(c) Upon completion of the partial-load assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the competence, skill and experience to perform the requirements of a vacant full-time position.

(d) Failing placement under 27.06 A (vi) (c), such employee shall be laid off without further notice upon completion of the partial-load assignment.

(vii) (a) Failing placement under 27.06 A (vi) (a), or where the employee has waived in writing the right in 27.06 A (vi) (a), such employee shall be reassigned to displace a sessional employee (who has more than 90 days remaining on the sessional employee's term appointment) provided that the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned.

(b) Such employee shall have the lay-off notice period extended until completion of the sessional employee's assignment and shall maintain current salary and benefits for the duration of the sessional assignment.

(c) Upon completion of the sessional assignment or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the competence, skill and experience to perform the requirements of a vacant full-time position.

(d) Failing placement under 27.06 A (vii) (c), such employee shall be laid off without further notice.

(viii) (a) Failing placement under 27.06 A (vii) (a), or where the employee has waived in writing the right in 27.06 A (vii), such employee shall be reassigned to displace a part-time employee upon acceptance of the identical employment conditions as the part-time employee concerned provided that:

(i) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned; and

(ii) the part-time employee being displaced has lesser months of service with the College as determined in Appendix VI than such displacing employee's months of seniority.

(b) Such a reassigned person shall be deemed to be laid off and eligible for recall in accordance with 27.09 B and 27.09 C, 27.03 D and the rights under 27.09 A.

(c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be granted release from all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period.

(d) At the termination of the period referred to in 27.06 A (viii) (c), such employee shall be reassigned to a vacant full-time position, if the employee has the competence, skill and experience to perform the requirements of a vacant full-time position.

(e) Failing placement under 27.06 A (viii) (d), such employee shall be laid off without further notice.

27.06 B Consideration of an employee's experience shall include educational, teaching, practical, research, or other experience, of which the College has been made aware.

27.07 The lay-off of employees arising from a strike by employees in the support staff bargaining unit shall not require notice as set out in 27.05 and 27.14. Provided the lay-off of employees is in a uniform manner, 27.06 shall not apply.

A probationary employee shall have employment bridged over the period and shall be credited with employment as at the date of lay-off.

Lay-Off Grievances

27.08 A An employee claiming improper lay-off, contrary to the provisions of this Agreement, shall state in the grievance the positions occupied by full-time and non-full-time employees whom the employee claims entitlement to displace. The time limit referred to in 32.01 for presenting complaints shall apply from the date written notice of lay-off is given to the employee.

27.08 B If the grievance is processed through the Grievance Meeting, the written referral to arbitration in 32.03 A shall specify, from the positions originally designated in 27.08 A, two full-time positions, or positions occupied by two or more partial-load or part-time employees (the sum of whose duties will form one full-time position), who shall thereafter be the subject matter of the grievance and arbitration. The grievor shall be entitled to arbitrate the grievance thereafter under only one of (i), (ii), (iii), (iv), (v), (vi), (vii), or (viii) of 27.06 A.

Post Lay-Off Considerations

27.09 A To assist persons who are laid off, the College agrees to the following:

(i) Such a person may take, one program or course offered by the College, for a nominal tuition fee of not more than $20.00 per course.

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

Funds from the Joint Employment Stability Reserve Fund (JESRF) may be used to support the tuition.

In addition, the College shall consider and implement such retraining opportunities as the College may consider feasible.

(ii) Before the College hires a sessional employee, a person who has been laid off under 27.06 A within the last twenty-four months and has not elected severance under 27.10 A shall be offered the sessional appointment provided that the former employee has the competence, skill, and experience to fulfil the requirements of the sessional position concerned. The applicable salary for the duration of the sessional appointment shall be at the current base salary rate, at the step level in effect at the time of lay-off.

For the purpose of Appendix V, the former employee will be deemed to be a new hire. This sessional employee will terminate employment at the end of the sessional appointment.

For the purposes of 27.03 D and 27.09 B the former employee will be deemed to be still on lay-off during the sessional appointment.

(iii) The College shall consider additional means of support such as career counselling and job search assistance where such activities are expected to assist the individual in making the transition to a new career outside the Bargaining Unit.

Recall

27.09 B Before hiring full-time employees, an individual who has been laid off under 27.06 will be recalled to that individual's former or another full-time position, provided that the individual has the competence, skill, and experience to fulfill the requirements of the position concerned. Such recall entitlement shall apply during the period of two years from the date of lay-off.

27.09 C If more than one individual is entitled to recall to a position under 27.09 B, the individual with the greater seniority will be recalled.

27.09 D In the event of a recall being made by the College, the College shall advise the Union Local President of the names and classifications of the individuals recalled.

Severance

27.10 A A Severance Pay Plan on lay-off provides for severance payment to full-time employees with two or more full years of continuous service up to a maximum payment at 23 or more years continuous service with the College, provided the employee gives the College written election of severance within 120 calendar days after termination of the notice period and waives all recall rights under the Agreement. (Employees should also refer to the *Employment Standards Act* (Ontario) regarding severance and recall).

27.10 B Severance payment shall be in accordance with the following scale based on the number of full years of continuous service with the College as at the date of lay-off based on the employee's annual base salary rate as of that date, as set out in Article 14.

Full years of continual service at date of lay-off	Per cent of employee's annual base salary rate at date of lay-off
2 yrs	9%
3 yrs	11%
4 yrs	13%
5 yrs	15%
6 yrs	17%
7 yrs	19%
8 yrs	21%
9 yrs	23%
10 yrs	25%
11 yrs	27%
12 yrs	29%
13 yrs	31%
14 yrs	33%
15 yrs	35%
16 yrs	37%
17 yrs	39%
18 yrs	41%
19 yrs	43%
20 yrs	45%
21 yrs	47%
22 yrs	49%
23 yrs or more	50%

Postings

27.11 A Notice will be posted in the College of all vacancies of full-time positions in the bargaining unit. Such notice will be posted for at least five working days. At the same time, notice of these vacancies will be sent to the Union Local President and shall be forwarded to the electronic Central Registry, maintained by the Council, where the notice shall remain posted for at least five working days. [website: http://ontariocollegeemployment.ca].

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs and is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within four months prior to the posting shall be considered internal applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the competence, skill and experience of the applicants in relation to the requirements of the vacant position.

Personnel Lists

27.12 During the last week of September, January and May the College shall notify the Union Local President of all personnel covered by the Agreement hired or terminated since the last notification, together with the classification, location and Division or Department concerned. At such times, the College shall also include notification of all hirings of personnel assigned to teach credit courses including, in particular, sessional appointments.

Resignation

27.13 An employee shall resign by giving at least 90 calendar days' written notice to the College, failing which (and unless otherwise agreed between the employee and the College) the employee shall receive the minimum vacation payment to which the employee is entitled under applicable legislation in lieu of any vacation pay or credit to which the employee is entitled under this Agreement.

Discharge

27.14 A An employee being discharged who has completed the probationary period shall be notified in writing by the College President or the person(s) the College President designates for that purpose. When the reasons for discharge of the employee are not such as to warrant immediate discharge, the College will give 90 calendar days' written notification. Any vacation entitlement of an employee shall be paid in addition to the 90 days' notice period or to any payment in lieu thereof.

27.14 B The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable, but may be subject to the internal complaint process as referred to in 7.02 (iii). An employee who has completed the probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance and Arbitration Procedures, or in the Expedited Arbitration Process.

General

27.15 An employee reassigned by the College under the provisions of 27.06 A to a work location more than 80 kilometres distant from the employee's previous work location shall be reimbursed for necessary expenses incurred in transporting the employee's household furniture and effects to a residence near such new work location up to a maximum amount of $1,000. Packing and insurance charges shall not qualify as an expense for reimbursement purposes. To qualify for reimbursement, such relocation of residence and expense incurred as a result must take place within one year of the reassignment.

27.16 Extension and Continuing Education programs and courses which are not included in the regular assignment of full-time employees are excluded from the application of this Article for all purposes.

Article 28
EMPLOYMENT STABILITY

28.01 A The parties hereto subscribe to certain objectives and principles as follows:

(i) that employment stability should be enhanced, within the resources available, through both long-term and short-term strategies;

(ii) that such strategies could include, but not necessarily be restricted to, planning, retraining, early retirement, alternative assignments, secondments, employee career counselling, job sharing and professional development;

(iii) that data which are relevant to employment stability should be made available to both parties;

(iv) that procedures should be in place to deal with situations that arise in which, notwithstanding the best efforts of both parties, lay-offs and/or reductions in the number of employees who have completed the probationary period become necessary; and,

(v) that resources should be made available to achieve, to the degree that it is feasible, these objectives and principles.

28.01 B The parties have agreed to the following provisions, in order to achieve, to the degree that it is feasible, the foregoing objectives and principles.

28.02 A There shall be established, at each College, a College Employment Stability Committee (CESC).

28.02 B Each CESC will be composed of four members, with two to be appointed by the College and two by the Union Local. The term of office of each member shall be one year, which may be renewable, commencing on September 1 of each year. Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

28.03 The functions of the CESC shall be to:

(i) perform the functions conferred upon it in 27.05, 28 and 29;

(ii) recommend long-term and short-term strategies to enhance employment stability; and

(iii) administer and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF) established under 28.08, as specifically prescribed in 27.09 A, 28.04, 28.05 and 28.06.

28.04 The functions of the CESC shall include the making of recommendations with respect to long-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

(i) receiving and analyzing data provided under the Agreement with the objective of creating a data base;

(ii) identifying needs for further data collection;

(iii) analyzing, on an ongoing basis, internal and external trends which may have impact on employment stability, such as areas of growth and decline and changing resource levels and priorities;

(iv) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer.

28.05 The functions of the CESC shall include the making of recommendations with respect to short-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

(i) receiving data concerning vacancies at other Colleges under 27.11, and distributing information concerning such vacancies and providing assistance to employees regarding such vacancies;

(ii) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer;

(iii) identifying local adaptations of other provisions of the Agreement which may have an impact on employment stability.

28.06 The CESC shall administer and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF), established under 28.08, by using the JESRF, or such portion as the CESC considers appropriate, to facilitate employment stability strategies, both long-term and short-term.

28.07 A The CESC shall make any recommendations that it is empowered to make under 27.09 A, 28.04 and 28.05 and any decisions that it is empowered to make under 28.06 by majority vote, subject to 28.07 B and 28.09. The decision of the CESC under 28.06 shall be final and binding on the parties and any employee affected by the decision. In making any decision under 28.06, the CESC shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

28.07 B Where there is no majority decision with respect to any recommendation under 27.09 A, 28.03 (i), 28.04 or 28.05, each of the members of the CESC may make separate recommendations.

28.08 A There shall be established at each College a Joint Employment Stability Reserve Fund (JESRF).

28.08 B The College shall make an annual contribution to the JESRF, to be made on or before September 1 in each year, in an amount equal to $50.00 per full-time member of the bargaining unit at the College, provided that where the amount of the JESRF is equal to or exceeds an amount equal to $500.00 per full-time member of the bargaining unit at the College, the obligation of the College to contribute to the JESRF shall be suspended until the JESRF is again below that amount. In such a case, the next annual contribution required by the College shall again be $50.00 per full-time member of the bargaining unit at the College or the amount required to restore the JESRF to $500.00 per full-time member, whichever is less.

28.08 C The JESRF shall be maintained at a bank or other financial institution at which the College maintains one or more of its accounts, and shall be maintained under the supervision of the chief financial officer of the College. The books and records of the JESRF shall be open for inspection by any member of the CESC at any time during regular business hours.

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

28.08 E Surplus funds, if any, that are not immediately required for the purposes of 28.06 may be invested on the instructions of the CESC in any account or certificate of deposit maintained at or issued by a bank or financial institution.

28.08 F While it is recognized that the specific financial obligation by the College to the JESRF is the annual contribution to the JESRF (subject, in addition, to any other specific obligations imposed by this Agreement), it is understood that this is not to act as a limitation on either the College's or the Union Local's ability to explore and utilize other means of enhancing employment stability, including contributing additional funds to the JESRF.

28.09 A Where there is no majority decision under 28.06, any member of the CESC may refer the matter to the Employment Stability Reserve Fund Arbitrator (ESRFA).

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 Minister of Labour to appoint an ESRFA and the ESRFA shall, upon appointment by the Minister of Labour, have the same powers as if the appointment had been made by the College and the Union Local.

28.09 C The ESRFA may make any decision that the CESC is empowered to make under 28.06.

28.09 D The ESRFA shall determine appropriate procedure and shall issue a decision within ten calendar days of the referral of the matter to the ESRFA. The ESRFA shall hear

the representations of the parties and shall adopt the most expeditious and informal procedure possible.

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

28.09 F The College and the Union shall each pay one-half of the fees and expenses of the ESRFA.

Article 29
EXTENDED STAFF REDUCTION

29.01 When a College plans to reduce the number of full-time regular employees who have completed the probationary period by lay-off of five percent or 20 employees whichever is less the following provisions shall apply prior to the application of the procedures set out in 27.05 (vii) and 27.06 A.

29.02 In the above circumstances the College shall give written notification to the Union Local President and the College Employment Stability Committee (CESC) of the College's plan to reduce the number of full-time regular employees who have completed the probationary period by lay-off of five percent or 20 employees whichever is less and indicate the courses, programs and services to be reduced or eliminated and provide the Union Local and the CESC with the budgetary data used by the College in reaching its tentative decision for a planned staff reduction.

29.03 During the 30 calendar day period following such notification, the CESC shall be given an opportunity to present its recommendations or advice on measures to deal with the lay off that may include:

(i) the budgetary measures other than, or in addition to, reduction in the full-time academic salary budget, which might be resorted to in order to prevent or minimize such salary budget reduction;

(ii) whether the utilization of other means such as normal retirement, voluntary early retirements, leaves or transfers can postpone or alleviate the need to discontinue appointments;

(iii) the size of the required reduction, if any, in the full-time academic salary budget;

(iv) a set of priorities for meeting the exigency and a proposal on how any required reductions in the full-time academic salary budget could be accommodated within such priorities;

(v) whether or not, and to what extent, any required reductions could be accommodated, in whole or in part by:

(a) adjusting faculty instructional assignments;

(b) curtailing certain academic programs.

29.04 The College shall not proceed with its plan to reduce the number of full-time employees referred to in 29.01 until the expiry of the 30 calendar day period referred to in 29.03 or receipt of the CESC's recommendations or advice, whichever should first occur.

29.05 The CESC may have other persons at its meetings to assist in examination of the planned reduction of employees.

Article 30
EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE

30.01 This Article shall apply when the College introduces new technology in the form of new equipment or process substantially different in nature or design from that previously in effect which has the initial effect of displacing an employee from the employee's position or more than one employee from their positions.

30.02 In such circumstances as in 30.01, the College will provide the Union Local and the CESC at least 90 calendar days before the date on which the technological change is introduced with a description of the change and the approximate number of employees likely to be directly affected by the change. The CESC shall meet to discuss the effect on the employment status of employees directly affected and possible measures to reduce adverse effects of the technological change including discussion of developmental opportunities for employees for possible assignment to other positions within the College or assisting in a change of career for employees with suitable qualifications.

30.03 The CESC may have other persons at its meetings to assist in examination of the circumstances regarding the technological change.

30.04 The CESC may make recommendations on the measures for developmental opportunities or possibilities of other assignments, or other measures to assist the College and employees affected by the technological change.

30.05 Following the effective date of the technological change a reduction of employees resulting therefrom shall be carried out pursuant to 27.05 (vii) and 27.06.

30.06 Where it is considered mutually desirable that the Union Local and the College set out in writing the measures to be applied to any resolution reached in accordance with 30.02 and 30.04, it shall be signed by the parties and shall have the effect of a provision of this Agreement and be subject to Article 32, Grievance and Arbitration Procedures, or Article 33, Expedited Arbitration Process, but shall not continue beyond the terms of this Agreement as currently in effect.

Article 31
PERSONNEL RECORDS

31.01 A performance appraisal, including written progress reports referred to in 27.02 which are to be filed on the employee's record, shall be shown to the employee in advance. The employee may add the employee's views to such appraisal before it is filed. It is understood that such an appraisal does not in itself constitute disciplinary action by the College against the employee.

31.02 The employee shall receive a copy of any disciplinary notice to be placed in that employee's file. Where the College or an arbitrator/arbitration board determines that any suspension or written disciplinary notations were without cause, such suspension or written disciplinary notation and grievances arising thereunder shall be removed from the employee's record.

31.03 An employee shall be given access to the employee's record and shall, upon request, be given a copy of any documents contained in the employee's record.

31.04 If the College meets with an employee for the purpose of issuing a written disciplinary notice, including verbal reprimands, the employee shall be given reasonable notice of the meeting in order that the employee may arrange to have a Union representative present if the employee so chooses. The Union shall make every reasonable effort to have a representative available. If a representative is not available, the employee may have another member of the bargaining unit attend. In any event, the meeting shall not be unduly delayed.

Article 32
GRIEVANCE AND ARBITRATION PROCEDURES

Grievance Procedure

Complaints

32.01 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within 20 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the employee 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 employee.

Grievances

32.02 Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under 32.11 C) in the following manner and sequence provided it is presented within seven days of the immediate supervisor's reply to the complaint.

Grievance Meeting

An employee shall present a signed grievance in writing to the College President or his/her designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local or the College. The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.

Response

The College President or his/her designee shall give the grievor and a Union Steward designated by the Union Local a decision in writing containing reasons supporting the decision within 15 days following the Grievance Meeting.

Arbitration Procedure

32.03 A **Referral to Arbitration**

In the event that any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then be referred to arbitration, by notice in writing given to the College President or his/her designee within 15 days of the date of receipt by the grievor of the decision of the College official.

32.03 B 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 sole arbitrator selected from the following list:

J. Bloch	K. O'Neil
L. Davie	J. Parmar
J. Devlin	P. Picher
J. Hayes	C. Schmidt
N. Jesin	D. Starkman
W. Kaplan	L. Steinberg
P. Knopf	B. Stephens
D. Leighton	J. Stout
R. MacDowell	

Representatives of the Council and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of an arbitrator to hear each of the grievances. The arbitrator shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time, by mutual agreement, add further names to the list.

Also, the parties may agree to a supplementary list of persons to act on a single or number of occasions.

The College or the Union may, prior to selection of an arbitrator, decide to have the matter heard by an arbitration board. The selected arbitrator shall chair the board. The College and the Union shall each appoint its nominee within ten days of the appointment of the Chair and forthwith notify the other party and the Chair.

32.03 C No person shall be appointed as an arbitrator who is or was within six months prior to such appointment an employee or is or has within six months prior to such appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned. Any Chair who declines to act on five consecutive occasions shall be removed from the panel and a replacement selected by mutual agreement of the parties.

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

An arbitrator/arbitration board shall send the decision to the Council and OPSEU Head Office at the same time it is released to the parties.

32.03 E The arbitrator/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.

32.03 F The College and the Union shall each pay one-half the remuneration and expenses of the arbitrator and where applicable shall each pay the remuneration and expenses of their nominee.

General

32.04 A If the grievor fails to act within the time limits set out under the Grievance Procedure or Arbitration Procedure, the grievance will be considered abandoned.

32.04 B If a designated College official fails to reply to a grievance within the time limits set out, the grievor may process the grievance to the next stage.

32.04 C The time limits at any stage may be extended by mutual agreement.

32.04 D The time limits set out under the Grievance Procedure or Arbitration Procedure shall be calculated by excluding the period from Christmas Day to New Year's Day inclusive.

32.04 E At a meeting under the Grievance Procedure, the employee may be represented by a Union Steward if the employee desires such assistance.

32.04 F The arbitrator/arbitration board may dispose of a grievance without further notice to any person who is notified of the hearing and fails to appear.

32.04 G Where the arbitrator/arbitration board determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.

32.04 H It is understood that nothing contained in this Article shall prevent an employee from presenting personally a grievance up to and including a hearing by the arbitrator/arbitration board without reference to any other person. However, a Union Steward may be present as an observer, at any stage of the process, if the steward so requests.

32.04 I The College and the Union Local shall each keep the other advised in writing of the names of its respective representatives authorized to act on its behalf under the Grievance Procedures.

Dismissal

32.05 The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable. An employee who has completed the probationary period may lodge a grievance in the manner set out in 32.06 and 32.07.

32.06 An employee who claims to have been dismissed without just cause shall, within 20 days of the date of receipt of the written notification of the dismissal, present a grievance in writing to the College President, or in the absence of the College President, the Acting President, commencing at the Grievance Meeting stage of the Grievance Procedure and the President shall convene a meeting and give the grievor and the Union Steward the President's decision in accordance with the provisions of the Grievance Procedure.

32.07 If the grievor is not satisfied with the decision of the College President, the grievor shall, within 15 days of receipt of the decision of the College President, or in the absence of the President, the Acting President, by notice in writing to the College, refer the matter to arbitration, as provided in this Agreement.

Group Grievance

32.08 In the event that more than one employee is directly affected by one specific incident and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the College President or his/her designee within 20 days following the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage. Two grievors of the group shall be entitled to be present at the Grievance Meeting stage unless otherwise mutually agreed.

Union Grievance

32.09 The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular Grievance Procedure for personal or group grievance shall not be by-passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage of the Grievance Procedure detailed in 32.02.

College Grievance

32.10 The College shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by the College President or the President's nominee, to the Union at the College concerned with a copy to the Union Grievance Officer within 20 days following the occurrence or origination of the circumstances giving rise to the grievance, commencing at the Grievance Meeting stage. Failing settlement at a meeting held within 20 days of the presentation of the grievance, the Union shall give the College its written reply to the grievance in 15 days following the meeting.

Failing settlement, such grievance may be referred to arbitration within 20 days of the date the College received the Union's reply.

Definitions

32.11 A "Day" means a calendar day.

32.11 B "Union" means the Ontario Public Service Employees Union.

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

Article 33
EXPEDITED ARBITRATION PROCESS

33.01 In the event that a matter has been referred to arbitration, the referring party may indicate in the referral notice that it wishes to utilize the Expedited Arbitration Process contained herein. The other party will respond in writing within five days of receiving the request indicating whether it agrees. If the parties are in agreement, the following process will apply. Failing agreement, the process described in 32.03 A will apply.

33.02 A

(i) Expedited arbitrations will be heard by a sole arbitrator. The parties at the local level may agree to add persons to the existing list of arbitrators for the purpose of hearing expedited grievances. Such persons shall act only in grievances arising at that College.

(ii) By selecting from the panel established under 32.03 B and any additions agreed to under 33.02 A (i), the Union Local and the College shall attempt to agree on an arbitrator to hear the grievance. Failing agreement within five days, an arbitrator shall be chosen by lot from the panel established under 32.03 B and any additions agreed to under 33.02 A (i).

(iii) The Union Local and the College shall attempt to agree on the number of days to initially be scheduled to hear the matter. Failing agreement, the arbitrator shall schedule two days. If the arbitrator is unable to offer a day to commence the hearing that is acceptable to the Union Local and to the College, and is within four months of the date the request is made, the parties may agree on another arbitrator to hear the grievance under the same conditions, or the parties may agree on a date outside of the four months.

Neither party may refuse more than two tentative arbitration dates for the same expedited grievance. Subsequent requests for adjournment will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

33.02 B The Union Local and the College may agree in writing to have the arbitrator consider more than one grievance at a time and may do so either before or after the arbitrator has been appointed.

33.03 If the Union Local or the College intend to proceed with any preliminary objections to the jurisdiction of the arbitrator to hear the grievance(s), it must notify the other side of its intentions in writing, no later than seven days before the first day of arbitration, indicating the nature of the preliminary objection. If no timely notification is received, no preliminary objections to the jurisdiction of the arbitrator may be raised at the hearing. Where preliminary objections have been made, the arbitrator will determine whether it is more expeditious to rule on the objections immediately, reserve his/her ruling and adjourn the hearing, or reserve on the preliminary objections and proceed to hear evidence on the merits.

33.04 A Where the onus is on the grieving party to establish a breach, that party shall provide the other party with a written brief stating the facts as it sees them and its position no later than 14 days prior to the scheduled hearing date.

33.04 B Where there is a reverse onus, as in any matter of discipline, the employer shall provide the Union with a written brief stating the facts as it sees them and its position no later than 14 days prior to the scheduled hearing date.

33.04 C No later than seven days prior to the first day of the hearing, the parties are required, if requested, to provide to all involved parties full disclosure of documents they intend to rely on in the arbitration.

33.05 An Arbitrator shall issue a written decision within 45 days of the hearing being concluded unless an extension is agreed to by the parties. In order to expedite the communication of the decision, the Union Local and the College may jointly agree that the Arbitrator render an oral decision with reasons to follow.

33.06 All other provisions relating to an arbitrator or arbitration board appointed pursuant to 32.03 shall appropriately apply.

Article 34
GENERAL

34.01 It is the policy of the Council that assignments to be performed within the confines of a penal institution are voluntary except when the person is hired on the basis that the assignment may include activities within a penal institution.

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

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

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, but exclusive of additional amounts as referred to in 35.01 B.

35.01 B The terms "regular salary" and "regular pay" 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 and additional

amounts, if any, received through the application of 11.01 J 2, 11.01 K 4, 14.03 A 3, 14.03 A 6 or 15.01 B.

Article 36
DURATION

36.01 This Agreement shall take effect commencing on September 1, 2014 and shall have no retroactive effect or application and shall continue in full force and effect until September 30, 2017, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

36.02 Negotiations shall begin within 30 days following notification for amendment as provided in 36.01. Proposals having application to an individual College only which the parties to this Agreement agree are appropriate for discussion at meetings directly between a College Committee of three members (as appointed under 7.01) shall be held at mutually agreed dates during the period of one month following receipt of the notification referred to in 36.01. Failing settlement, such proposal(s) may then be included as matters for discussion in the negotiations between the parties of this Agreement.

EXECUTED at TORONTO, ONTARIO,

FOR THE UNION
this 23rd day of October 2014.

FOR THE COUNCIL
this 23rd day of October 2014.

This form will be used within all Colleges in the assignment of teacher workloads. It is understood that this form may require revision by the EERC.

APPENDIX I
STANDARD WORKLOAD FORM

College _____ **Dept. _____**

Teacher _____ **Probationary ( ) Yes ( ) No**

( ) Full-Time

Coordinator: ( ) One Step / ( ) Two Step / ( ) not applicable

Period Covered by SWF From _____ To _____

Course/ Subject Identification	Assigend Teaching Contact Hours	Language(s) of Instruction	Preparation				Evaluation Feedback					Complementary Hours Allowance	Complementary Hours Assigned
			Type	Factor	Attributed Hours	Additional Attrib'd Hours	Class Size	Type	Factor	Attributed Hours	Additional Attrib'd Hours		
References to Collective Agreement	11.01 B & C	11.01 D	11.01 D	11.01 D	11.01 D	11.01 D	11.01 E	11.01 E	11.01 E	11.01 E	11.01 E	11.01 F	11.01 D,F,G
Weekly Totals													

Preparation Hours / Subject = Factor X Teaching Contact Hours
Evaluation Feedback Hours / Subject =
Factor X Class Size X Teaching Contact Hours

Number of different course preparations	
Number of different sections	
Number of languages of instruction	

Summary of Weekly Totals

Assigned Teaching Contact Hours / week		
Preparation Hours / week		
Evaluation Feedback Hours / week		
Complementary Hours (allowance) / week (minimum 6)		
Complementary Hours (assigned) / week		
	Total this period (SWF)	

Accumulated Totals to SWF Period End Date

	Teaching Contact Hours	Contact Days	Teaching Weeks
Balance from previous SWF			
Total this period SWF			
Total to end date			

Complementary Functions for Academic Year or SWF Period

Description	Weekly Attributed Hours
Total:	

Dates of Discussion of Proposed Workload: _____

_____

_____

Date SWF Received by Faculty Member: _____

Supervisor's Comments: _____

_____

_____

Supervisor's Signature: _____ **Date:** _____

Faculty Member's Comments: _____

_____

_____

NOTE: If not in agreement with the total workload, the Faculty Member must so indicate in writing within three days from the date of receipt of the SWF and return a copy to the Supervisor.

Faculty Member's Signature: _____ **Date:** _____

( ) Mutual Agreement of Assigned Workload

( ) Proposed Workload referred to College Workload Monitoring Group

( ) Proposed Workload referred to Workload Resolution Arbitrator

Voluntary Overtime Agreement

In accordance with Article 11.01 J 2 overtime will be compensated at the rate of 0.1% of annual regular salary.

I hereby agree to one Teaching Contact Hour or _____

Faculty Member's Signature: _____ **Date:** _____

APPENDIX II
JOINT EDUCATIONAL QUALIFICATIONS SUBCOMMITTEE

The parties agree to the establishment of a Joint Educational Qualifications Subcommittee to consider and rule on further formal educational qualifications for the purpose of maximum salary level identification under the salary scale. Such Committee shall be composed of three representatives of the Union and the Council respectively and shall decide the Committee's procedure. Any further qualification must be agreed to by the representatives of both the Council and the Union and shall be in writing.

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 www.TheCouncil.ca 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.

APPENDIX IV
JOINT INSURANCE COMMITTEE

Name of the Committee

The Committee shall be referred to as the Joint Insurance Committee (Academic Employees).

Purpose of the Committee

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

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

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

Composition of the Committee

2 The Committee shall be composed of an equal number of representatives from the Council and OPSEU with not more than eight representatives in total. At meetings of the Committee each party may be accompanied by up to two resource persons to provide actuarial or other technical advice. Additionally, when necessary, representatives of insurance carriers shall attend meetings to provide information but shall not act as resource persons for either party.

Duties of Committee

3 The duties of the Committee shall consist of the following:

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

(ii) consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;

(iii) recommendation to the Council on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;

(iv) consideration and recommendation to the Council on the renewal of existing contracts of insurance upon expiry;

(v) review of the financial reports on the Group Insurance Plan;

(vi) review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures; and

(vii) assess amendments to the academic health, dental, vision, and hearing care plans for possible inclusion in the plans for retirees.

Specifications for Public Tender

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

(i) develop and recommend specifications for tender;

(ii) consider and examine all tenders submitted in response to the specifications;

(iii) make a recommendation to the Council with respect to the selection of a carrier(s).

4 B The specifications for tender will describe the benefits to be provided, the cost sharing arrangements, the past financial and experience history, the appropriate employee data, the format for the retention, illustrations for each coverage, the financial reporting requirements, and other parameters as appropriate. The tendering process will be conducted in accordance with the Council's Procurement Policy. Tenders shall be entertained from any insurance carrier and such carrier may act solely on its own behalf or may arrange reinsurance as may be necessary.

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

Policy Renewals

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

(i) examine and analyze the proposal, assessing the completeness, fairness and validity of the proposal;

(ii) assess the funding methods employed in the insurance policy;

(iii) assess and monitor the deposit accounts;

(iv) suggest and discuss alternative proposals and funding methods with the carrier; and

(v) make recommendations to the Council with respect to acceptance of the carrier's renewal proposals, funding methods and deposit account administration.

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

Experience Review

6 A The Committee will also meet as required to review the financial experience under the plans. The specifications for tender will describe the information to be included in the financial statements to be prepared by the insurance carrier(s).

6 B These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The Committee shall request the insurance carrier(s) to provide such additional information as may be necessary.

Recommendations

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

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

APPENDIX V
SESSIONAL EMPLOYEES

1 The terms of this Appendix relate to persons employed on a sessional basis. Sessional employees are excluded from the bargaining unit.

2 A sessional employee is defined as a full-time employee appointed on a sessional basis for up to 12 full months of continuous or non-continuous accumulated employment in a 24 calendar month period. Such sessional employee may be released upon two weeks' written notice and shall resign by giving two weeks' written notice.

3 In determining the employment and calendar periods under paragraph 2 of this Appendix, only the period after January 1, 1976, shall be considered and no prior employment or calendar period shall be taken into account. Also, an employee's continuous service acquired in accordance with the provisions of the previous Agreement, dated September 17, 1975, as at August 31, 1976, for the period back to January 1, 1976, shall count as continuous employment or months of non-continuous accumulated employment for the purpose of such paragraph.

A calendar month in which the employee completes 15 or more days worked shall be considered a "full month".

If an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked, an additional full month shall be considered to be completed.

4 If a sessional employee is continued in employment for more than the period set out in paragraph 2 of this Appendix, such an employee will be thereafter covered by the other provisions of the Agreement. Such an employee's probationary period shall be 12 full months of continuous or non-continuous accumulated employment during the immediately following 24 calendar month period.

5 A person assigned to replace a full-time regular employee for up to 14 working days for unplanned absences in any month shall not have such period(s) considered as sessional employment for the purpose of the computation of the 12 months sessional employment. During such periods such a person shall be paid as if partial-load and within the range of partial-load hourly rates as set out in Article 26, Partial-Load Employees.

6 Pursuant to 7.02 Union/College Committee (Local), if requested by the Union Local, the rationale for a sessional appointment by the College shall be subject of discussion.

7 Pursuant to 7.02 Union/College Committee (Local), if requested by the Union Local, the College shall explain its rationale for its application of Article 2, Staffing, or 27.05 (iii). In particular, it will consider any representations which the Union Local may make with respect to the assigning of work on a full-time or a sessional, partial-load or part-time basis, and with respect to the feasability of assigning work on a full-time basis rather than on a sessional, partial-load or part-time basis.

8 Other matters concerning the use of sessional appointments may be referred to the E.E.R.C. which shall deal with these matters as priority items as set out in 9.03.

APPENDIX VI
PART-TIME SERVICE

In the administration of 27.06 A (v), 27.06 A (viii) and 27.08 B and for that purpose only, a part-time employee shall be considered to have service based on ¼ month's credit respectively for each full month of part-time employment with the College.

APPENDIX VII
CAAT RETIREES GROUP INSURANCE ADVISORY COMMITTEE

1. Name of Committee

The Committee shall be referred to as the CAAT Retirees Group Insurance Advisory Committee.

2. Purpose of the Committee

The Committee acts as an advisory body and assists the Council in ensuring the appropriate benefit design and cost effectiveness of the group insurance benefit plans available for all eligible retirees.

3. Composition of the Committee

The Committee will comprise:

- one (1) retiree appointed by OPSEU CAAT Academic
- one (1) retiree appointed by OPSEU CAAT Support
- one (1) retiree appointed by the Ontario Colleges Administrative Staff Association (OCASA)

- three (3) management representatives appointed by the Council
- one (1) resource person appointed by OPSEU
- one (1) resource person appointed by OCASA
- one (1) resource person appointed by the Council

Additionally, when necessary, representatives of insurance carriers shall attend meetings to provide information but shall not act as resource persons for any of the parties.

4. Meetings

The Committee will meet at least once a year to review the financial experience of the retiree plans. Additional meetings may be scheduled by the Committee to address specific issues.

5. Duties of the Committee

The Committee will be responsible for developing recommendations based on consensus (agreement and/or abstinence constitutes consensus) for the CAAT retirees' group insurance plans. The duties of the Committee are to:

a) facilitate communication between OPSEU, OCASA, the Colleges, the Council, and retirees;

b) understand the retiree benefit plans;

c) consider the impact of proposed new benefit improvements or the deletion or modification of existing benefits and recommend to the Council any change to the retiree group insurance benefit plans;

d) monitor the administration of the retiree plans;

e) assist in the design of the communication materials;

f) review contentious claims and make recommendations when such claim problems have not been resolved through the existing administrative procedure;

g) review proposed premium rate renewals and make recommendations to the Council.

6. Administration

a) Services of a consultant are to be paid from deposit funds;

b) Agreed upon committee expenses are to be paid from deposit funds.

LETTERS OF UNDERSTANDING

The following Letters of Understanding, negotiated by the parties and renewed during the most recent round of bargaining, are reproduced for information purposes.

Ontario Public Service
Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

College Employer Council
20 Bay Street, Suite 1600
Toronto, Ontario
M5J 2N8

September 23, 2014
Original: November 28, 1989

Re: Employment Equity

The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:

1. At the local level, the parties will work together to facilitate:

   - the implementation of employment systems, policies and practices, including matters relating to child care, that are non-discriminatory in nature and effect; and

   - the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and

   - generating data as to the current representation and distribution of the designated groups; and

   - examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and

   - the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and

   - the attainment of appropriate representation of targeted groups identified by the Province of Ontario.

2. At the provincial level, the parties will work together to ensure that all provisions of the Agreement are non-discriminatory in nature and effect.

3. At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified by the Province of Ontario as designated groups in the day-to-day administration of the Agreement. This could include, but not be limited to, the administration of Articles 7, 9, 11, 32, 33, Appendix II and IV.

The designated groups referred to above are considered to be, for the purpose of this letter:

- women
- visible and ethnic minorities
- disabled persons
- native persons
- Francophones

W. Thomas
President
Ontario Public Service
Employees Union

D. Sinclair
Chief Executive Officer
The Council

Ontario Public Service
Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

College Employer Council
20 Bay Street, Suite 1600
Toronto, Ontario
M5J 2N8

September 23, 2014
Original: March 3, 1988

Re: Access to the Salary Schedule Maximum

The parties reaffirm their on-going commitment to the quality of teaching in the CAAT system. The parties have agreed to the establishment of an In-Service Teacher Training Certificate Program in a modularized format which provides accessibility to the employees at each College. The program will be offered by one or more institutions, and an agreement to that effect will be entered into by the Council, OPSEU and the institutions. "Institutions" shall not include OPSEU or any local thereof.

The objectives, curriculum delivery and length of the program will be developed by the task force (established under the previous Agreement), and shall have regard for the accrued experience of CAAT teachers including teacher training courses and programs completed.

Employees who have 15 years or more of service and whose maximum step is currently below the maximum on the salary schedule and who enroll and participate in the program shall receive (once only) an immediate one step salary progression, to a maximum of the salary schedule, and shall maintain that step upon maintaining satisfactory performance in the program.

Employees who successfully complete the program shall be entitled to progress to the maximum of the salary schedule.

The parties agree that the names of those eligible to benefit from this program shall be provided to the In-Service Teacher Training Certificate Program Task Force and the Union Locals within three months of ratification of this Agreement.

The parties agree to renew the contract for this program for the period of 2015-2019. On the termination of this renewed contract on August 31, 2019 this program will no longer be offered; however, faculty who have enrolled prior to August 31, 2019 will be able to complete the program pursuant to the completion criteria in place on that date.

W. Thomas
President
Ontario Public Service
Employees Union

D. Sinclair
Chief Executive Officer
The Council

Ontario Public Service
Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

College Employer Council
20 Bay Street, Suite 1600
Toronto, Ontario
M5J 2N8

September 23, 2014
Original: February 25, 1983

Re: Cumulative Sick Leave Plans

This will serve to confirm the advice given in negotiations by the Colleges' Negotiating Committee that the Colleges will continue the Sick Leave Plans as in operation on August 31, 1973, until March 31, 1991.

This will also confirm the agreement of the parties that the right of employees hired before April 1, 1991, to be paid a lump sum gratuity on retirement, termination of employment or lay-off will be protected and will be maintained in perpetuity, and any amendment to the right of such employees to the gratuity shall be subject to ratification by majority vote of such employees.

W. Thomas
President
Ontario Public Service
Employees Union

D. Sinclair
Chief Executive Officer
The Council

Ontario Public Service
Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

College Employer Council
20 Bay Street, Suite 1600
Toronto, Ontario
M5J 2N8

September 23, 2014
Original: February 25, 1983

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 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.

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".

W. Thomas
President
Ontario Public Service
Employees Union

D. Sinclair
Chief Executive Officer
The Council

Ontario Public Service
Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

College Employer Council
20 Bay Street, Suite 1600
Toronto, Ontario
M5J 2N8

September 23, 2014
Original: November 28, 1989

Re: Sick Leave Credits - Buyout

This will confirm the following arrangements:

(a) effective April 1, of each year during the term of this Agreement, the Colleges will make available a sum up to $5,000,000 to continue a voluntary program to buy out the sick leave credits of employees hired before April 1, 1991;

(b) it is the intention of the parties that the sum will be sufficient to meet the demands of employees entitled to a buyout, but not more than $5,000,000;

(c) employees who qualify to have their credits purchased will have them cashed out in full, at the rate of 75 cents on the dollar, on the amount that would otherwise be payable on separation from employment (based on the entitlement as of the date of cash-out) under the terms of the pre-existing Cumulative Sick Leave Plans. A person who so cashes out his or her credits shall not thereafter be entitled to any further gratuity on separation from employment, but shall continue to accumulate credits for sick leave purposes;

(d) on the effective date of the Agreement, a task force shall be established consisting of two persons appointed by each party, who will investigate:

    (i) methods of determining eligibility for allocating the available funds for buyout purposes, on the basis of system-wide seniority or College seniority, or on some other basis;

    (ii) tax implications;

    (iii) potential alternative uses of available credits.

    The task force shall be governed by the rules and procedures adopted by the task force appointed during the term of the Agreement that expired August 31, 1991, with necessary date changes, unless changed by agreement of the task force or by the Arbitrator appointed under clause (e).

(e) the task force shall complete its task under clause (d) by December 31 of each year, and shall identify the persons entitled to participate in the buyout at such time thereafter as the task force may fix. Any matter within its jurisdiction on which the task force is unable to agree by that date shall be resolved by a sole arbitrator agreed to by the parties or, failing agreement, by lot from the panel of Arbitrators as set out in Article 32.03 B. The arbitrator shall adopt the most expeditious procedure possible, and shall, if possible, issue a decision within ten days of the referral to him or her. His or her award shall be effective

April 1 of such year. The fees and expenses of the arbitrator shall be shared equally between the parties.

(f) (i) the Task Force shall notify the parties in writing annually of the completion of the administrative arrangements for payout to eligible employees.

(ii) on notification by the Task Force, or, if the Task Force is unable to agree and the matter is referred to arbitration, as provided above, from the date of award of the arbitrator, the Employer agrees to pay eligible employees within 60 days of such notification.

(g) the parties confirm that they have implemented the provisions of this letter for the period effective April 1, 1992, on the basis of the terms agreed to during negotiations and set out in a letter dated March 25, 1992.

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September 23, 2014
Original: November 28, 1989

Re: Short-Term Disability Plan - St. Lawrence College

This will confirm the entitlement of full-time members of the bargaining unit who are employed at St. Lawrence College as of March 31, 1991:

(a) each full-time employee shall have the right to elect, in writing, on or before March 31, 1991, to remain covered by the terms of the pre-existing short-term disability plan affecting academic employees at St. Lawrence College or to be covered by the terms of the new Academic Short-Term Disability Plan, effective April 1, 1991. In default of such election, an employee shall be deemed to have elected to be covered by the new Academic Short-Term Disability Plan, effective April 1, 1991.

(b) if such an employee elects, or is deemed to have elected, to be covered by the new Academic Short-Term Disability Plan, he or she shall be credited with 30 days' credits on April 1, 1991, and shall thereafter be covered by the terms of the new Academic Short-Term Disability Plan, and such an employee shall continue to be governed by the terms of 17.01 G.

(c) a full-time employee at St. Lawrence College who transfers to La Cité collégiale before March 31, 1991, shall remain covered by the short-term disability plan affecting academic employees at St. Lawrence College until March 31, 1991, and shall have the rights referred to in (a) and (b) above.

(d) a full-time employee at St. Lawrence College who transfers to La Cité collégiale after March 31, 1991, and who, prior to April 1, 1991, has elected to remain covered by the pre-existing Short-Term Disability Plan pursuant to (a) and (c) above shall continue to be covered by the terms of the pre-existing Short-Term Disability Plan.

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September 23, 2014
Original: September 21, 1985

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to September 1, 2014, notwithstanding 36.01.

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September 23, 2014
Original: February 25, 1983

Re: Displacement of Part-Time Employees

This will confirm the advice given in negotiations that it is the Colleges' intention that failing placement under 27.06 A (iv) of a full-time employee who has completed the probationary period, the College will give reasonable consideration to the written request of a full-time employee about to be laid off to continue a full-time assignment by displacing two or more part-time employees and the employee shall set out:

(a) the names of such part-time employees, each of whom, have lesser continuous service with the College.

Upon receipt of such written request, the College will consider the feasibility thereof taking into account such features as:

(b) possible reduction in efficiency, quality of performance or adverse effect upon the program objectives; and

(c) the competence, skill and experience to fulfill the requirements of the positions concerned.

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September 23, 2014
Original: June 3, 1992

Re: Ontario Health Insurance Plan

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

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

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September 23, 2014
Original: June 3, 1992

Re: Same Sex Spouse Benefit Coverage

Effective October 1, 1992, the parties agree that the Life Insurance, Extended Health, Dental, Spousal and Dependent Insurance, Vision Care, Hearing Care Benefit Plans and survivor benefits shall include coverage for same sex spouses. Effective April 1, 2004 or such reasonable time as may be required, a Critical Illness/Catastrophic Event Insurance will be added.

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September 23, 2014
Original: September 26, 2001

Re: New or Merged College

The parties agree that on the announcement of a new or merged College by the government,

a) the provisions of the Letters of Understanding re: French Language College (as set out in the 1991-1994 Collective Agreement) shall apply with modifications, if any are required by the specific circumstances, to be negotiated by the parties,

b) a joint task force shall be established as follows:

- one person appointed by each affected College
- one person appointed by the OPSEU Local at each affected College
- one person appointed by the new or merged College
- one person appointed by the OPSEU for the Union Local at the new or merged College
- one person appointed by the Council
- one person appointed on a provincial basis by OPSEU.

The functions of the task force shall be to make recommendations within the requirements of the Agreement, and the principles and guidelines as specified within the Letter of Understanding re: French Language College (as set out in the 1991-1994 Collective Agreement):

a) to facilitate the movement of employees to the new or merged College

b) to recommend strategies to achieve this objective

c) to make recommendations to assist employees who choose to transfer in adjusting to the new or merged College

d) to facilitate the reassignment of employees who have elected not to transfer

The parties recognize that the specifics of some matters will only become apparent when the particular programs and services to be offered at the College have been identified.

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September 23, 2014
Original: June 3, 1992

Re: Salary Issue

In anticipation of the work of the task force established to study the allocation of resources within the college system, the parties have taken some important steps to address the question of salary adjustments for the members of the academic bargaining unit in this round of bargaining by adding a step to the grid in each of two years.

It is the intention of the parties to continue to address the salary adjustment issue in the years immediately following the expiry of this Agreement. In doing so, the parties will have regard for any progress made in restructuring College services, academic delivery systems, College organization, and in particular, in implementing any recommendations made by the task force.

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September 23, 2014
Original: June 3, 1992

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 Ministry of Labour Collective Bargaining Information Services (CBIS) in gathering and analyzing data for collective bargaining purposes.

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

The parties agree to cooperate with the 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 CBIS is carried out in a consistent and regular basis.

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September 23, 2014
Original: September 26, 2001

Re: Expedited Arbitration Process

This is to confirm the parties' commitment to foster and encourage the use of the Expedited Arbitration Process as a means to resolve grievances. To that end, the parties agree that all Colleges and Union Locals shall report in the last week of June to the Joint Grievance Scheduling Committee all requests and all agreements that have been made to use the Expedited Arbitration Process.

Based on these reports, the Joint Grievance Scheduling Committee will study and report back to the parties prior to the next round of bargaining on the usage of the Expedited Arbitration Process.

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September 23, 2014
Original: September 26, 2001

Re: Grievance Scheduling

The parties agree that it is their mutual desire that complaints be adjusted as quickly as possible. In order to better achieve this goal, the parties further agree that for the purposes of the scheduling of grievance arbitrations, neither party shall be entitled to refuse more than two tentative arbitration dates on any grievance.

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

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September 23, 2014
Original: September 26, 2001

Re: Return-to-Work

Every College shall have a Return-to-Work policy within six months from the date of ratification to support injured and ill employees in returning to work. The College agrees to consult with the Local Union in establishing its Return-to-Work policy or in adjusting its existing policy. The College's Return-to-Work policy will consist of:

- a statement of commitment that, pursuant to the obligations contained in the *Ontario Human Rights Code*, as interpreted by relevant case law, the College is committed to accommodating employee's return to work;
- a statement of commitment that describes how the policy will operate at the College;
- strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed;
- a description of the roles and responsibilities for the various stakeholders involved in the Return-to-Work process;
- a Return-to-Work process that outlines the steps to be followed in managing individual return to work cases, including Return-to-Work teams which include the Return-to-Work coordinator, the supervisor, the employee, and his/her Union representative;
- a dispute resolution process;
- a communications and training component;
- a continuous improvement component that sets out a process for regular reviews of the policy. The College agrees to confer with and receive any recommendations from the Local Union, when reviewing the policy.

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September 23, 2014
Original: September 26, 2001

Re: Qualifications Review

The parties agree that the Joint Educational Qualifications Sub-committee shall review the existing formal educational qualifications utilized to access the different maximum salary levels and recommend to the parties whether it is appropriate to add additional formal qualifications to those identified in the Collective Agreement and if so in what manner such formal qualifications should impact on the employee's maximum step on the salary grid.

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September 23, 2014
Original: November 18, 2009

Re: Drug Card

The parties agree to maintain 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 maintaining the drug card for Academic Full-Time and Partial-Load employees will be treated as a cost to the employer.

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September 23, 2014
Original: November 18, 2009

Re: Changes to College's Mandate or Objects

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

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

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

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

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September 23, 2014

Re: Short-Term Disability Plan (Joint Task Force)

The parties agree to strike a joint task force to study the operation, utilization and costs of the Short-Term Disability Plan contained in Article 17 of the Collective Agreement with the intent of developing recommendations as to how to reduce the ongoing liability associated with the plan. The Task Force will forward to the parties by September 30, 2015 any joint recommendations for changes to the STD plan which will then be considered for inclusion into the next Collective Agreement.

The parties will each select three (3) individuals to sit on the Task Force. The Task Force will establish its own terms of reference. Available relevant information requested by the Task Force will be provided.

The expenses of the Union members of the Task Force will be treated in accordance with 8.02 and 9.02 D.

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September 23, 2014

Re: Intellectual Property

The parties agree to discuss intellectual property at EERC. This discussion will commence within one year of the ratification of this Collective Agreement.

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September 23, 2014

Re: 2014-2017 Collective Agreement

For the duration of the existing Collective Agreement, the parties agree to:

(i) No full-time bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out his or her work.

(ii) No grievances alleging a violation of Article 2.02 and 2.03 A shall be filed on or after September 1, 2014.

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September 23, 2014

Re: One-Time Lump Sum Payment

A full-time employee, employed as of September 23, 2014, who has been at their maximum step on the salary grid on or before September 1, 2013 shall receive a one-time lump sum payment of $900 which is pensionable to be paid within 30 days of ratification.

W. Thomas
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COLLEGES OF APPLIED ARTS AND TECHNOLOGY

JOB CLASSIFICATION PLANS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT

(to be used in determining salaries for Professors and Counsellors and Librarians and Instructors)

SECTION I
CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS

FACTORS

1. APPOINTMENT FACTORS

A) Experience: Relevant Teaching/Relevant Occupational

Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should be totalled only if it forms part of a regular program of development such as a co-operative educational program.

Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.

Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.

The values to be given for experience are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: ½ point per year

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: (Maximum of 4 years) — 1½ points

- University Degree - per year (level) completed: (Maximum of 6 years) — 1½ points

- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: (Maximum of 5 years) — 1½ points

  (Note that years included herein are not also to be included under Factor A)

C) Computing Initial Placement

i) The minimum qualifications requirement is a count of 8 points based upon the appointment factors. Since this is the minimum requirement, a total of 8 points corresponds to the minimum rate. (This is not intended to preclude a College from hiring an individual whose qualifications and experience total less than 8 points. In such cases, however, the individual would be hired at the minimum of the scale.)

ii) Computation of the initial salary is, therefore, A + B - 8. The product is rounded to the next higher number, e.g.

A = 8 points
B = 4½ points
A + B = 12½ points
12½ - 8 = 4½ = 5

The starting position is the corresponding step (Step 5) on the scale.

iii) No individual will have a starting salary of less than the minimum on the salary scale.

2. PROGRESSION FACTORS

As per 14.03 A 2 (a), (b) and (c) annual base salary step increments up to and including the appropriate control point of the applicable salary schedule are based upon experience. Above the control point and up to the employee's maximum attainable salary step, annual base salary step increments are based on the employee's performance.

	Step Value
A) **Experience** - to control point	1 step per year
B) **Performance** - above control point where performance satisfactory	1 step per year
C) **Further Formal Education** - where prior approval given by the College	1 step for each completed year at the post-secondary level - on the basis of the explanatory notes set out in Section B of the Appointment Factors on page 118. Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years.

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to three additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

SECTION II
CLASSIFICATION PLAN FOR INSTRUCTORS

FACTORS

1. APPOINTMENT FACTORS

A) Experience: Relevant Teaching/Relevant Occupational

Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught, or to some allied aspect of it. In determining the number of years to be counted the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who has spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should only be totalled if it forms part of a regular program of development such as a co-operative educational program.

Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.

Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.

The values to be given for experience are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: ½ point per year

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used in computation

unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: (Maximum of 4 years) — 1½ points

- University Degree - per year (level) completed: (Maximum of 6 years) — 1½ points

- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: (Maximum of 5 years) — 1½ points

  (Note that years included herein are not also to be included under Factor A)

C) Computing Initial Placement

i) The minimum qualifications requirement is a count of 6 points based upon the appointment factors. Since this is the minimum requirement, a total of 6 points corresponds to the minimum rate. (This is not intended to preclude a College from hiring an individual whose qualifications and experience total less than 6 points. In such cases, however, the individual would be hired at the minimum of the scale.)

ii) Computation of the initial salary is, therefore, A + B - 6. The product is rounded to the next higher number, e.g.

A = 4½ points
B = 5 points
A + B = 9½ points
9½ - 6 = 3½ = 4

The starting position is the corresponding step (Step 4) on the scale.

iii) No individual will have a starting salary of less than the minimum on the salary scale.

2. PROGRESSION FACTORS

As per 14.03 A 2 (a), (b) and (c) annual base salary step increments up to and including the appropriate control point of the applicable salary schedule are based upon experience. Above the control point and up to the employee's maximum attainable salary step, annual base salary step increments are based on the employee's performance.

	Step Value
A) **Experience** - to control point	1 step per year
B) **Performance** - above control point where performance satisfactory	1 step per year
C) **Further Formal Education** - where prior approval given by the College	1 step for each completed year at the post-secondary level - on the basis of the explanatory notes set out in Section B of the Appointment Factors on pages 120-121. Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years.

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to three additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

CLASSIFICATION DEFINITIONS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT

(to be used in conjunction with the Job Classification Plans for positions in the Academic Bargaining Unit.)

CLASS DEFINITION

PROFESSOR

Under the direction of the senior academic officer of the College or designate, a Professor is responsible for providing academic leadership and for developing an effective learning environment for students. This includes:

a) The design/revision/updating of courses, including:

- consulting with program and course directors and other faculty members, advisory committees, accrediting agencies, potential employers and students;
- defining course objectives and evaluating and validating these objectives;
- specifying or approving learning approaches, necessary resources, etc.;
- developing individualized instruction and multi-media presentations where applicable;
- selecting or approving textbooks and learning materials.

b) The teaching of assigned courses, including:

- ensuring student awareness of course objectives, approach and evaluation techniques;
- carrying out regularly scheduled instruction;
- tutoring and academic counselling of students;
- providing a learning environment which makes effective use of available resources, work experience and field trips;
- evaluating student progress/achievement and assuming responsibility for the overall assessment of the student's work within assigned courses.

c) The provision of academic leadership, including:

- providing guidance to Instructors relative to the Instructors' teaching assignments;

- participating in the work of curriculum and other consultative committees as requested.

In addition, the Professor may, from time to time, be called upon to contribute to other areas ancillary to the role of Professor, such as student recruitment and selection, time-tabling, facility design, professional development, student employment, and control of supplies and equipment.

CLASS DEFINITION

COUNSELLOR

A Counsellor is responsible for assisting students and potential students to function effectively as learners and as individuals by helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living. The Counsellor's duties include:

a) Developing and maintaining appropriate counselling programs.

b) Interviewing individuals, by appointment, to explore personal or social difficulties or vocational/educational decision making, including:

- referring students as appropriate to proper professional help;
- facilitating discussion/dialogue between students, faculty and administration;
- participating in pre-admission interviewing and testing as required.

c) Group counselling as a non-instructional activity.

d) Testing and evaluation of individuals to assist them in their personal, educational/vocational development.

e) Assisting administration, faculty and staff, in a consultative role in identifying student problems, dealing with student problems, and relationship problems among students.

f) Providing educational/vocational information to students or directing them to available sources.

g) Participating in the orientation of new students to the College.

h) Teaching as assigned.

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaison with community service programs and agencies, professional development and control of supplies and equipment.

CLASS DEFINITION

INSTRUCTOR

The Instructor classification applies to those teaching positions where the duties and responsibilities of the incumbent are limited to that portion of the total spectrum of academic activities related to the provision of instruction to assigned groups of students through prepared courses of instruction and according to prescribed instructional formats; and limited to instruction directed to the acquisition of a manipulative skill or technique; and under the direction of a Professor. Notwithstanding such prescription, the Instructor is responsible for and has the freedom to provide a learning environment which makes effective use of the resources provided or identified, work experience, field trips, etc., and to select suitable learning materials from those provided or identified to facilitate the attainment by the students of the educational objectives of the assigned courses.

The Instructor's duties and responsibilities include:

- ensuring student awareness of course objectives, instructional approach, and evaluation systems;

- carrying out regularly scheduled instruction according to the format prescribed for the course, including as appropriate, classroom, laboratory, shop, field, seminar, computer-assisted, individualized learning, and other instructional techniques;

- tutoring and academic counselling of students in the assigned groups;

- evaluating student progress/achievement, assuming responsibility for the overall assessment of the students' work within the assigned course, and maintaining records as required;

- consulting with the Professors responsible for the courses of instruction on the effectiveness of the instruction in attaining the stated program objectives.

In addition, the Instructor may, from time to time, be called upon to contribute to other activities ancillary to the provision of instruction, such as procurement and control of instructional supplies and maintenance and control of instructional equipment.

CLASS DEFINITION

LIBRARIAN

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 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.

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.

INDEX

This index is intended solely for the purposes of identifying commonly referenced words or terms within the articles of the Collective Agreement. This index does not form part of the Collective Agreement and shall not be used to interpret or give meaning to any article, word or clause in the Collective Agreement.

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