

Management Offer for Settlement

October 10, 2017

Highlights of Management's Offer

Wage Increases

Year 1 – 1.75% (Effective Date of Ratification)

Year 2 – 2.00% (October 1, 2018)

Year 3 – 2.00% (October 1, 2019)

Year 4 – 2.00% (October 1, 2020)

New maximum salary of \$115,378 will be in place by October 1, 2020

New maximum hourly rate for partial-load employees of \$154.26 by October 1, 2020

Benefits

- Add Social Workers and Psychotherapists to the list of paramedical providers
- Increase combined maximum annual coverage for all covered paramedical services from \$1,500 to \$2,000
- Improve parental & pregnancy leave provisions

Staffing and Workload Proposals

- Allow staffing grievances (Article 2) by removing the moratorium in response to Union's concerns over staffing, thereby allowing the Union to challenge staffing where appropriate
- Require colleges to give preference to full-time over partial-load and sessionals where operational requirements allow it (Article 2)
- Bring sessional employees into the bargaining unit when extending their employment to deal with absences of full-time faculty. This provides greater employment stability for these employees and continuity of teaching for students (New Article 2.05 & New Appendix VIII)
- Allow teachers, if they choose, to complete the teaching of a course that extends beyond the normal weekly limits instead of using part-time employees (Article 11.01 B 1)
- Allow teachers more flexibility to work overtime if they wish to do so (Article 11.01 J 1)
- Ensure accommodation requirements can be addressed when assigning workload (Article 11.02 C 2)

Other Proposals

- Ensure that the parties will meet after the announced changes to Bill 148 are implemented. There are no monetary restrictions on what the parties can negotiate. Any disputes will be referred to third-party arbitration (New Letter Re: Bill 148 Issues)
- Allow the parties to discuss Intellectual Property issues at the provincial level (Renewed Letter Re: Intellectual Property)
- Establish a provincial joint committee to review the class definition of Counsellors (New Letter Re: Counsellor Class Definition) recognizing the changing profile of the learners
- Provide greater flexibility to increase the starting salary of new hires (Classification Plans)

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 [Date of Ratification]	Effective October 1, 2018	Effective October 1, 2019	Effective October 1, 2020
Step 5	\$62,717	\$63,971	\$65,250	\$66,555
Step 6	\$65,597	\$66,909	\$68,247	\$69,612
Step 7	\$68,476	\$69,845	\$71,242	\$72,667
Step 8	\$71,353	\$72,780	\$74,236	\$75,721
Step 9	\$74,232	\$75,716	\$77,231	\$78,775
Step 10	\$77,109	\$78,651	\$80,224	\$81,829
Step 11	\$79,988	\$81,587	\$83,219	\$84,884
Step 12	\$82,867	\$84,525	\$86,215	\$87,939
Step 13	\$85,747	\$87,462	\$89,211	\$90,995
Step 14	\$88,624	\$90,397	\$92,205	\$94,049
Step 15	\$91,505	\$93,335	\$95,202	\$97,106
Step 16	\$94,374	\$96,262	\$98,187	\$100,151
Step 17	\$97,246	\$99,190	\$101,174	\$103,198
Step 18	\$100,114	\$102,116	\$104,158	\$106,242
Step 19	\$102,984	\$105,044	\$107,145	\$109,288
Step 20	\$105,855	\$107,972	\$110,131	\$112,334
Step 21	\$108,723	\$110,897	\$113,115	\$115,378

Salary Schedules for Full-Time Instructors

14.03 A 2

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

STEP LEVEL	Effective [Date of Ratification]	Effective October 1, 2018	Effective October 1, 2019	Effective October 1, 2020
Minimum	\$41,258	\$42,083	\$42,924	\$43,783
Step 1	\$44,141	\$45,024	\$45,924	\$46,843
Step 2	\$47,016	\$47,956	\$48,915	\$49,893
Step 3	\$49,893	\$50,891	\$51,908	\$52,947
Step 4	\$52,774	\$53,829	\$54,906	\$56,004
Step 5*	\$55,652	\$56,765	\$57,900	\$59,058
Step 6	\$58,530	\$59,701	\$60,895	\$62,112
Step 7	\$61,408	\$62,636	\$63,889	\$65,167
Step 8	\$64,288	\$65,574	\$66,885	\$68,223
Step 9	\$67,167	\$68,511	\$69,881	\$71,278
Step 10	\$70,046	\$71,447	\$72,876	\$74,334

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 [Date of Ratification]	Effective October 1, 2018	Effective October 1, 2019	Effective October 1, 2020
Step 5	\$83.79	\$85.46	\$87.17	\$88.92
Step 6	\$87.65	\$89.40	\$91.19	\$93.01
Step 7	\$91.49	\$93.32	\$95.19	\$97.09
Step 8	\$95.33	\$97.24	\$99.18	\$101.17
Step 9	\$99.19	\$101.18	\$103.20	\$105.27
Step 10	\$103.01	\$105.07	\$107.18	\$109.32
Step 11	\$106.86	\$109.00	\$111.18	\$113.41
Step 12	\$110.73	\$112.94	\$115.20	\$117.50
Step 13	\$114.55	\$116.84	\$119.17	\$121.56
Step 14	\$118.41	\$120.78	\$123.19	\$125.66
Step 15	\$122.25	\$124.69	\$127.19	\$129.73
Step 16	\$126.09	\$128.61	\$131.18	\$133.81
Step 17	\$129.95	\$132.55	\$135.20	\$137.91
Step 18	\$133.79	\$136.47	\$139.20	\$141.98
Step 19	\$137.65	\$140.40	\$143.21	\$146.07
Step 20	\$141.51	\$144.34	\$147.22	\$150.17
Step 21	\$145.36	\$148.27	\$151.23	\$154.26

Non-Post-Secondary Partial-Load Professors

STEP LEVEL	Effective [Date of Ratification]	Effective October 1, 2018	Effective October 1, 2019	Effective October 1, 2020
Step 5	\$75.40	\$76.91	\$78.45	\$80.02
Step 6	\$78.90	\$80.48	\$82.09	\$83.73
Step 7	\$82.33	\$83.98	\$85.66	\$87.37
Step 8	\$85.80	\$87.51	\$89.26	\$91.05
Step 9	\$89.26	\$91.04	\$92.86	\$94.72
Step 10	\$92.71	\$94.57	\$96.46	\$98.39
Step 11	\$96.19	\$98.12	\$100.08	\$102.08
Step 12	\$99.64	\$101.63	\$103.67	\$105.74
Step 13	\$103.12	\$105.18	\$107.29	\$109.43
Step 14	\$106.58	\$108.71	\$110.88	\$113.10
Step 15	\$110.01	\$112.21	\$114.46	\$116.75
Step 16	\$113.50	\$115.77	\$118.09	\$120.45
Step 17	\$116.96	\$119.30	\$121.69	\$124.12
Step 18	\$120.43	\$122.84	\$125.30	\$127.80
Step 19	\$123.90	\$126.38	\$128.90	\$131.48
Step 20	\$128.91	\$131.49	\$134.12	\$136.80
Step 21	\$133.91	\$136.59	\$139.32	\$142.11

Post-Secondary Partial-Load Instructors

STEP LEVEL	Effective [Date of Ratification]	Effective October 1, 2018	Effective October 1, 2019	Effective October 1, 2020
Minimum	\$55.10	\$56.20	\$57.33	\$58.48
Step 1	\$58.98	\$60.16	\$61.36	\$62.59
Step 2	\$62.81	\$64.06	\$65.34	\$66.65
Step 3	\$66.66	\$67.99	\$69.35	\$70.74
Step 4	\$70.50	\$71.91	\$73.35	\$74.81
Step 5	\$74.37	\$75.86	\$77.38	\$78.92
Step 6	\$78.20	\$79.77	\$81.36	\$82.99
Step 7	\$82.03	\$83.67	\$85.35	\$87.05
Step 8	\$85.87	\$87.59	\$89.34	\$91.13
Step 9	\$89.70	\$91.50	\$93.33	\$95.19
Step 10	\$93.59	\$95.46	\$97.37	\$99.31

Non-Post-Secondary Partial-Load Instructors

STEP LEVEL	Effective [Date of Ratification]	Effective October 1, 2018	Effective October 1, 2019	Effective October 1, 2020
Minimum	\$49.59	\$50.58	\$51.60	\$52.63
Step 1	\$53.06	\$54.12	\$55.20	\$56.31
Step 2	\$56.52	\$57.65	\$58.80	\$59.98
Step 3	\$60.00	\$61.20	\$62.42	\$63.67
Step 4	\$63.42	\$64.69	\$65.99	\$67.31
Step 5	\$66.90	\$68.24	\$69.61	\$71.00
Step 6	\$70.37	\$71.78	\$73.21	\$74.68
Step 7	\$73.82	\$75.29	\$76.80	\$78.34
Step 8	\$77.30	\$78.84	\$80.42	\$82.03
Step 9	\$80.73	\$82.35	\$84.00	\$85.68
Step 10	\$84.23	\$85.92	\$87.64	\$89.39

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. **Effective [month following the date of ratification], the Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of \$2,000.**

[Effective (month following the date of ratification), amend the extended health plan to include Social Workers and Psychotherapists to the list of paramedical providers.]

STAFFING & WORKLOAD PROPOSALS

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.

End moratorium.

Allow faculty to grieve staffing issues.

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 **Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to [date of ratification] to assist in establishing a breach of either of those Articles. 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.**

Transition language related to the ending of moratorium.

These rights are contained within Articles 2.03 A and 2.03 B in the Collective Agreement.

[New]

2.04

Article 2.02 and Article 2.03 do not affect the manner in which a College may utilize part-time teachers. Part-time employment is not affected by the terms of the Collective Agreement, except as specifically referenced.

Confirm that Articles 2.02 and 2.03 deal with partial-load and sessional teachers not part-time teachers.

~~Letter Re: 2014-2017 Collective Agreement~~

~~For the duration of the existing Collective Agreement, the parties agree to:~~

Allow staffing grievances by removing the Letter of Understanding establishing the moratorium.

- ~~(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.~~**

[New]

2.05

Where the College determines that, due to absences such as illness, leaves of absence, vacation or other short-term needs, a temporary full-time position should be extended beyond the period wherein a sessional employee would convert to full-time and that it would be sensible for the sessional employee to continue in the position during such extension, the employee will be converted to a temporary full-time faculty member and will be covered by the terms of Appendix VIII which governs the employment of such faculty.

Bring sessional employees into the bargaining unit when extending their employment to deal with absences of full-time faculty.

See Appendix V & New Appendix VIII

[New]

2.06

Assigned teaching contact hours will be used to distinguish between sessional, part-time and partial-load teachers.

Clarify the distinction between the various employee classifications.

Courses that are delivered by teachers regardless of the delivery mode shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.

Ensure all course delivery modes are treated the same.

Part-time employees are persons who teach six hours per week or less.

Partial-load employees are persons who teach more than six hours and up to and including 12 hours per week on a regular basis.

Sessional employees are persons who teach more than 12 hours per week on a contract basis.

APPENDIX V – SESSIONAL EMPLOYEES

Adjust Appendix V as follows :

(...)

- 4** **Except as specified in Article 2.05 [New],** 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.

Bring sessional employees into the bargaining unit when extending their employment to deal with absences of full-time faculty.

(...)

[New]

APPENDIX VIII – TEMPORARY FULL-TIME FACULTY

- 1** **The terms of this Appendix apply to a full-time teacher employed on a temporary basis beyond the period wherein ongoing sessional employment would require the employee to be released or converted to regular full-time employment pursuant to paragraph 4 of Appendix V where such employment occurs due to absences such as illness, leaves of absence, vacation or other short-term needs.**

Bring sessional employees into the bargaining unit when extending their employment to deal with absences of full-time faculty.

- 2** **The teacher shall be paid as if partial-load within the range of partial-load hourly rates as set out in Article 26, Partial-Load Employees.**

See New Article 2.05, & Appendix V

- 3** **The teacher shall be subject to the deduction and remittance of union dues, as provided in Article 10, Union Deduction.**

- 4** **The Union shall be notified of the commencement of the employment.**

- 5** **The teacher shall be eligible to participate in benefit programs as though he/she was a partial-load employee.**

- 6** **The teacher may be released upon two weeks written notice and shall resign on two weeks' notice.**

- 7** **The appointment under this Appendix will not extend beyond 12 months from the date such employment commenced.**

- 8** **Such employment shall not count as sessional employment for the purpose of the Collective Agreement.**

ARTICLE 11 – WORKLOAD

11.01 B 1 Unless otherwise agreed between the teacher and the supervisor, 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.

Allow teachers, if they choose, to complete the teaching of a course that extends beyond the normal weekly limits instead of using part-time employees.

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. Courses that are delivered by teachers regardless of the delivery mode shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.

Ensure all course delivery modes are treated the same.

11.01 D 3 For purposes of the formula:
(...)

- (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.

Clarify that curriculum review or course development during a non-teaching period is covered by Article 11.08.

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

Improve the communication on professional development between faculty and their supervisor.

See also Article 11.04 B 3

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 where a teacher exceeds the weekly teaching contact hours or the weekly total workload hours, such overtime~~ shall be entirely voluntary.

Allow teachers more flexibility to work overtime if they wish to do so.

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

(...)

- (x) students ~~with special needs~~ **requiring accommodation;**

(...)

Ensure accommodation requirements can be addressed when assigning workload.

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

Improve the communication on professional development between faculty and their supervisor.

See also Article
11.01 H 3

OTHER PROPOSALS

[New Letter of Understanding]

[Date of ratification]

Re: Fair Workplace, Better Job Act, 2017 (Bill 148 Issues)

Within 30 days of Bill 148 becoming law, the parties will meet to negotiate consequential adjustments to the Collective Agreement language.

Should the parties fail to agree on the adjustments, either party can request that any outstanding issues be submitted to an arbitration board composed of a neutral Chair and a nominee for each party. Failing agreement on a Chair, the parties will request that the Ministry of Labour appoint the Chair.

Ensure that the parties will meet after the announced changes to Bill 148 are implemented. There are no monetary restrictions on what the parties can negotiate. Any disputes will be referred to third-party arbitration.

[New Letter of Understanding]

[Date of ratification]

Re: Counsellor Class Definition

The parties agree to strike a Committee to review the class definition of Counsellors under the Collective Agreement and report back to the parties prior to the expiry of the Collective Agreement commencing October 2017.

Establish a committee to review the class definition of Counsellors.

Funding for the Committee, including costs associated with research and consultation as may be mutually agreed, shall be shared equally by the parties.

This Committee shall be composed of three representatives of the Union and the Council respectively.

The College will be reimbursed for time spent by the Union representatives on the Committee in accordance with Article 8.02.

[Date of ratification]

Original: 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 **becoming effective.**

Ensure that the parties will discuss Intellectual Property issues at the appropriate committee.

[Date of ratification]

Original: 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~~ **2018** any joint recommendations for changes to the STD plan which will then be considered for inclusion into the next Collective Agreement.

Renew Letter of Understanding

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.

~~September 23, 2014~~

[Date of ratification]

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~~ **[date of ratification]**, notwithstanding 36.01.

Housekeeping

[New Letter of Understanding]

[Date of ratification]

Re: Signing of the Collective Agreement

The parties agree that the contract will be signed within 30 days of ratification.

ARTICLE 8 – UNION BUSINESS

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. **The Union shall reimburse the College for all pay during such leave except for the days scheduled by the parties for direct negotiations and up to ten (10) days for meetings of the Union Negotiating Team to prepare for and to complete bargaining.**

Revise the paid time-off for negotiations to better reflect the norms in other collective agreements. The existing paid time-off for the Union's negotiating team (from the time notice to bargain is delivered until the time negotiations are concluded) is without precedent in other collective agreements.

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.

Adjust language to correspond to the change in Article 8.03 A.

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~~ **could** 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

Ensure that time off for union business is credited on the current SWFs (not on prior assignments) using the workload formula.

the Union Local) that ~~would~~ could 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.

Ensure that time off for union business is credited on the current SWFs (not on prior assignments) using the workload formula

8.05 A The Union Local President shall advise the College President by ~~June~~ April 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.

Ensure that the Union Local has advised the College of the faculty who require union release time prior to workload being assigned to other faculty. This will ensure other faculty members are not inconvenienced by their assignments subsequently having to be changed to accommodate the union release.

ARTICLE 14 – SALARIES

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.

Clarify how partial-load faculty will be paid for coordinator duties.

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 or wage rate.

ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE

Effective January 1, 2018, make changes to Article 22 as follows:

- 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 **pregnancy** leave of absence without pay (except as provided in 22.02), **for the purpose of childbirth, or such other longer or shorter period of pregnancy leave as is required to be granted under the *Employment Standards Act, 2000***. Except as hereinafter provided, the leave of absence shall be in accordance with the **pregnancy leave** provisions of the *Employment Standards Act, 2000 (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. *Update to accommodate changes in E.I. benefits.*
- 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), **or such other longer or shorter period of parental leave as is required to be granted under the *Employment Standards Act, 2000***, 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, 2000 (Ontario)*.
- 22.01 C** A leave of absence of up to 37 weeks **or such other longer or shorter period of parental leave as is required to be granted under the *Employment Standards Act, 2000***, 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, 2000 (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, 2000 (Ontario)* shall continue to apply to a leave of absence that has been extended under this provision.

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, 2000 (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 **pregnancy and/or parental** leave under 22.01, who provides the College with proof that the employee has applied for and is eligible to receive ~~une~~Employment ~~i~~nsurance **(E.I.)** benefits pursuant to Sections 22 or 23, *Employment Insurance Act*, S.C. 1996, c.23, **as amended from time to time**, shall be paid **a top-up**, 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 waiting period of the first leave taken under Article 22.01 A and/or 22.01 B and/or 22.01 C, as applicable, during which the employee is serving the Employment Insurance waiting period,** a 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~~ **up to a maximum of 51 additional weeks while the employee is on pregnancy and/or parental leave, and provided** the employee is eligible to receive ~~unemployment insurance (E.I.)~~ **Employment Insurance (E.I.)** benefits pursuant to Sections 22 or 23 *Employment Insurance Act*, S.C. 1996, c.23, **as amended from time to time, or was eligible to receive such E.I. benefits but has received the maximum number of weeks payable,** 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. **The weekly top-up payment will be calculated using the weekly E.I. benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower E.I. benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.**

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) **In no event will the top-up payment exceed the difference between 93% of the employee's actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave and the sum of the employee's E.I. benefit calculated without regard to an election by the employee to receive a lower E.I. benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act* and any other earnings received by the employee.**
- (ii) 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).

- (iii) 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).

[New Letter of Understanding]

[Date of ratification]

Re: Pregnancy and Parental Leave

In addition to the changes agreed upon in Article 22, in the event the *Employment Standards Act, 2000* is amended to provide an extension to parental leave, the parties will attempt to agree on changes to Article 22 to permit the top up to be spread over the extended leave period at a reduced rate, provided that this does not result in the College paying, in total, a greater amount of top up than it would pay if the leave was not extended and is in compliance with legislative requirements.

Allow for possible further changes to parental leave legislation.

ARTICLE 36 - DURATION

36.01 This Agreement shall take effect commencing on **September 1, 2014 [date of ratification]** and shall have no retroactive effect or application and shall continue in full force and effect until September 30, ~~2017~~ **2021**, 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.

4-year term

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
(...)**

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. **No credit is to be given for a year of study in which there was significant duplication of other studies.**

Adjust language to clarify that 6 years is the maximum qualification credit.

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level)
completed: 1½ points
(Maximum of 6 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyman -
per year (level) completed: 1½ points
(Maximum of 5 years)

The maximum credit for formal education is 6 years.

(Note that years included herein are not also to be included under Factor A)

(...)

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.

Provide greater flexibility to increase the starting salary of new hires.

SECTION II CLASSIFICATION PLAN FOR INSTRUCTORS FACTORS

1. APPOINTMENT FACTORS

(...)

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. **No credit is to be given for a year of study in which there was significant duplication of other studies.**

Adjust language to clarify that 6 years is the maximum qualification credit.

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level)
completed: 1½ points
(Maximum of 6 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyman -
per year (level) completed: 1½ points
(Maximum of 5 years)

The maximum credit for formal education is 6 years.

(Note that years included herein are not also to be included under Factor A)

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.

Provide greater flexibility to increase the starting salary of new hires.

Previously Agreed-to Items

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.

~~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.~~

~~September 23, 2014~~

~~[Date of Ratification]~~

~~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:

- 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.

~~September 23, 2014~~

~~[Date of Ratification]~~

~~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~~ **Where** the purchase of over-the-counter medications **is permitted by the plan**, the patient **must submit the claim manually** ~~has submitted along with~~ 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.

[New]
19.10

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.

All Letters of Understanding will be renewed except as modified by this offer.

The renewal of the Collective Agreement shall be in the form of the most recently expired Collective Agreement except as amended herein. All issues in dispute are hereby withdrawn.