

Summary of Union Offer for Settlement – August 31, 2011 (complete 'with prejudice' offer attached)

Summary

Wages – 2 year agreement

Year 1 – 3%

Year 2 - 3%

Other Provisions

- Article 1.1 - Requires part-time persons to become unionized and included in the full time bargaining unit.
- Article 4.3 - Increases the provision of lists of part-time employees from once every 4 months to once a month including actual hours worked per week.
- Article 5.1.1 - Changes language to include approved union leave of absence for any union activities.
- Article 5.2 – Increases local union time off and increases costs to be funded by the College. For small Colleges this represents an increase from 12 hours per week to 85 hours per week; for medium Colleges this represents an increase from 15 hours per week to 85 hours per week; and for large Colleges an increase from 18 hours per week to 85 hours per week. (Note: Time off taken between 40 and 85 hours per week would be 100% paid for by the union.)
- Article 8.1.3.3 – Amends language so that Colleges are not permitted to use third party providers to administer Short Term Disability.
- Article 8.1.12 – Colleges to pay 100% for retiree benefits. Currently retirees pay 100% for the benefits that they elect coverage for.
- Article 9.4.1 (New) – College to reimburse 100% tuition and course materials for spouse, common-law spouse and other dependents.
- Article 13.1 (New) – All health and safety training to be conducted by one provider.
- Article 15.4.5 – Unlimited displacement (bumping) in the event a job is declared redundant. Current provision provides for 3 displacements (bumps).
- Article 15.4.6 - College to provide a six month familiarization period for any employee displaced due to bumping. Additionally, if the employee is unable to perform work satisfactorily, they would return to bumping process.
- Article 18 – Complaints/Grievances – Streamlines grievance process.

- Letter of Understanding – Less than 12 Month Positions - Colleges to provide and pay for benefits during annual lay off of employees in less than 12 month positions.
- Letter of Understanding – Time Off – St. Lawrence College - Agreed to remove letter that is no longer relevant.
- Letter of Understanding – Contracting Out - Improves language so that no employees are released from the College's employ as a result of contracting out.
- Letter of Understanding - Automobile Insurance – Agreed to increase from \$120 to \$150.
- Letter of Understanding (New) – Compressed work weeks to be studied by the Employee Employer Relations Committee.
- Appendix G – Modifies work period, changes start rate to Payband A as set out in Appendix E and grants holidays in accordance with Article 10.
- Section 7 – Benefit Booklet - Amend to provide benefit coverage during the period of annual lay off.
- Section 11 – Benefit Booklet - Adds coverage under extended health care for smoking cessation and weight loss.
- Section 17 – Benefit Booklet - Short Term Disability – Changes and improves eligibility requirements after returning to work from illness or injury.

The above summary was prepared by the College Employer Council.

The Union's complete offer as provided to the Management bargaining team on August 31, 2011 follows.

Union Offer August 31, 2011

Package submitted by the Union without prejudice

UP50 - Automobile Insurance (tabled by management on August 26, 2011)

UP 1	1. RECOGNITION 1.1 Exclusive Bargaining Agent The Union is recognized as the exclusive bargaining agent for all Support Staff employees of the Colleges, save and except: - foremen and supervisors; - persons above the rank of foreman or supervisor; - employees performing duties that require the use of confidential information relating to employee relations and the formulation of the College budget or the Campus budget, as the case may be; - persons regularly employed for twenty-four (24) hours per week or less; - students employed on a cooperative educational training program, with a school, college or university; - graduates of the College employed for up to twelve (12) months following completion of their courses and associated with certification, registration or other licencing requirements; - persons hired for a project of a non-recurring kind.	
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UP 3	4.3 List of Part-Time Employees Once every four (4) months, the Local Union may request in writing the College shall provide electronically, a list <u>to the Local Union and the Union</u> , of persons regularly employed for twenty-four (24) hours per week or less, who have been employed continuously for two (2) months or more and persons hired for projects of a non-recurring kind. Within fifteen (15) working days of the request, the College shall supply The list <u>shall</u> showing the name, start date, anticipated termination date if known, job performed, department, payband, estimated average <u>actual</u> hours per week <u>worked</u> , and regular work location, of each such employee. Within ten (10) days of receipt of the said list, the Local Union may request that it be discussed at a meeting of the Committee constituted under Article 4.2.2. At such a meeting the College shall provide explanations for assigning work on the basis of part-time and full-time assignments, and the nature of any projects of a non-recurring kind for which people were hired in the preceding four (4) months. The College shall consider any representations which the Local Union may make with respect to the assigning of work on a full-time or part-time basis; concerning the feasibility of converting part-time to full-time assignments; and concerning the staffing of positions resulting from projects of a non-recurring kind.	
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UP 4	<p>5. UNION MATTERS</p> <p>5.1 Leave of Absence - General</p> <p>5.1.1 Leaves of Absence Reimbursed by the Union</p> <p>Leaves of absence with pay may shall be granted to employees to permit their participation at conventions, schools, and seminars and any other activities conducted by the Union; and to employee(s) who are elected to the Executive Board of the Union or the Divisional Executive. The Union shall reimburse the College for all pay during such leaves and the College will endeavour to bill quarterly.</p>	
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UP 7	<p>5.2 Time Off</p> <p>In addition to time off granted under Articles 5.1 and 18.2.6, the College recognizes that additional time off during regular working hours may be necessary for the purpose of assisting employees and the Local Union in the administration of the Collective Agreement and the business directly pertinent thereto. In such a case, the Local Union may advise the College of up to three (3) the names of employees who may be appointed or designated hereunder, it being understood that any time off granted shall not hinder or interfere with the regular performance of the employee's duties and responsibilities. <u>The Local Union will reimburse the College on a regular basis as billed.</u></p> <p>Unless otherwise agreed, time off for Local Union business hereunder shall not exceed:</p> <ul style="list-style-type: none"> - <u>a maximum of eighteen (18) hours per week (as selected by the Local Union). For these hours the Local Union shall reimburse the College for twenty-five per cent (25%) of all pay for any leave granted hereunder.</u> - <u>a maximum of twenty seven (27) hours per week (as selected by the Local Union). For these hours the Local Union shall reimburse the College for fifty per cent (50%) of all pay for any leave granted hereunder.</u> - <u>a further maximum of forty (40) hours per week (as selected by the Local Union). For these hours the Local Union shall reimburse the College for one hundred per cent (100%) of all pay for any leave granted hereunder.</u> - a maximum of twelve (12) hours per week, where the Support Staff complement at a College is less than two hundred (200) employees, or - a maximum of fifteen (15) hours per week, where the Support Staff complement at a College is two hundred (200) employees or more, but less than three hundred and fifty (350) employees, or - a maximum of eighteen (18) hours per week, where the Support Staff complement at a College is three hundred and fifty (350) or more. - the Local Union shall reimburse the College for twenty-five per cent 	
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	<p>(25%) of all pay for any leaves of absence granted hereunder on a regular basis as billed by the College.</p>	
<p>UP 14</p>	<p>8.1.3.3 College Paid (STD)</p> <p>The total cost of the Short Term Disability Income Plan will be paid in full by the Colleges. The Colleges will also establish the normal provisions and limitations as to benefit eligibility and coverage. <u>The college shall not utilize the services of a third party provider to establish and/or administer provisions and limitations.</u></p>	
<p>UP 16</p>	<p>8.1.12 Retirement Benefits</p> <p><u>Proposed New Language:</u></p> <p>The Colleges agree to provide eligible retired employees the option of continued enrollment in the CAAT Support Staff Employees Benefit Plan, which includes Life Insurance, Extended Health Care and Dental Care under the following conditions:</p> <p>1. The retired employee shall pay the College quarterly in advance, the full cost of the benefits that he/she is enrolled in.</p> <p><u>1.</u> Eligibility for such coverage shall be dependent upon:</p> <p>(i) the employee qualifying for and commencing to receive a lifetime monthly pension from the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Pension Plan immediately upon his/her retirement;</p> <p>(ii) the retired employee electing such coverage within thirty-one (31) days of his/her retirement date;</p> <p>(iii) the retired employee maintaining eligibility for benefits under OHIP or another Canadian medicare plan equivalent to OHIP from another province or territory;</p> <p>(iv) for Extended Health Care – the employee commenced retirement on or after October 1, 1989 <u>September 1, 2011</u>.</p> <p>(v) for Life Insurance and Dental Care – the employee commenced retirement on or after November 16, 2000.</p> <p>3. <u>2.</u> Insurable benefits payable under OHIP or the Ontario Drug Benefit Plan shall not be payable under the Extended Health Care Plans or Dental Care Plan.</p> <p>Details of the Plan are published in the CAAT Support Staff Employees Benefit Plan booklet.</p>	

UP 19

**Section 11 - Extended Health Care
(Medicare Supplement)**

Amount of coverage

100% of eligible expenses for semi-private Hospital coverage in Canada (Plan I only).

100% of eligible expenses for Vision Care to a maximum of \$300 in any Benefit Year for persons under 18 years of age, and any two Benefit Years for persons 18 years of age and older.

100% of eligible expenses for Hearing Care to a maximum of \$3,000 in each 3 Year Benefit period.

85% of eligible expenses for:

emergency hospital confinement outside Canada for room and board and other emergency hospital services for treatment of an acute, unexpected condition, illness, disease or injury that arises outside Canada and requires immediate treatment (excluding any room and board charge above the Hospital's semi-private rate)(Plan I only).

emergency hospital out-patient services provided outside Canada for treatment of an acute, unexpected condition, illness, disease for injury that arises outside Canada and requires immediate treatment (Plan I only).

services, while not confined to a Hospital, of private duty registered nurses or registered trained attendants.

prescription drugs.

medical services.

services of doctors and surgeons outside Canada for emergency health services, subject to the medical fee schedule of the person's Province of residence.

accidental dental services.

smoking cessation and weight loss programs

paramedical services (licensed physiotherapists, occupational therapists, audiologists, optometrists, ophthalmologists, speech therapists, psychologists, naturopaths, massage therapist, osteopaths, chiropractors, acupuncturist, chiropodists or podiatrists).

UP 20

Section 17 - Short Term Disability Plan (STD)

The Colleges have full legal, financial and administrative responsibility for this benefit.

Questions or inquiries in regard to this benefit must be directed to your College Benefits Administrator.

If you are hired as a full-time employee on or after September 1, 2005, you are eligible for benefits under the Short Term Disability Plan (STD) from the first day of work with the College.

The STD will provide benefits for the first 130 working days you are absent due to an illness or disability in a "plan year".

The first ten (10) working days in the "plan year" will be paid at 100% of your regular base earnings with the remainder of the 130 working days paid at 75% of your regular base earnings. Employees in their first year of employment will have their ten (10) days entitlement pro-rated in proportion to the amount of the year that they work.

The 'plan year' begins on September 1 of each year.

If you recover from one absence due to illness or disability but are again absent due to illness or disability during the plan year, STD benefits will recommence from the point at which they were discontinued.

Full STD benefits are normally reinstated on the first working day of each new plan year, provided you are actively at work full-time on that day or upon the first day of returning to work from illness or injury. ~~and you are not absent again for the same or related cause for which benefits were paid under the previous year's entitlement. If you are absent on that day, the following procedures will apply: (1) (a) full STD benefits will be reinstated following one month of return to your regular hours of work provided you are not again absent due to the same illness or disability.~~

~~(b) If you are absent due to the same illness or disability, you may only use the balance of benefits from the previous plan year.~~

~~(2) If you return to your regular hours of work and are absent due to illness or disability during the first 30 calendar days following your return due to a different illness or disability, full benefits will be reinstated at the end of that period. However, this absence may be covered by any balance of credits from the previous plan year, as indicated below.~~

Short Term Disability payments will be reduced by other disability payments being received such as from the Canada Pension Plan or the Workplace Safety Insurance Board.

UP 23	<p><u>9.4.1 Tuition Fees (New)</u></p> <p><u>The tuition and costs for course materials for a spouse, common law spouse, dependent of a bargaining unit member taking any program or courses, with regulated tuition fees will be paid for by the college. The spouse, common law spouse, dependent of a bargaining unit member must meet the college entrance and admission requirement and is subject to academic policies.</u></p>	
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UP 31	<p><u>13.1 Health and Safety Training (New)</u></p> <p><u>All training for Health and Safety shall be conducted by the Workers' Health and Safety Centre.</u></p>	
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UP 34	<p>15.4.5 Displacement</p> <p>The College shall follow the above procedures <u>set out in Article 15.4.3</u> for any employee displaced. by the affected employee above.</p> <p>15.4.5.1 Second Displacement</p> <p>The College shall follow the above procedure for an employee displaced by the affected employee above.</p> <p>15.4.5.2 Third Displacement</p> <p>The College shall follow the above procedure for an employee displaced under "Second Displacement".</p> <p>15.4.5.3 <u>15.4.5.1 Final Displacement</u></p> <p>15.4.5.4</p> <p>An employee displaced as a result of the "Third Displacement" shall be laid off by the College. <u>Where the College has followed the procedures set out in Article 15.4.3 and there in no other displacements possible the employee shall be laid off by the College.</u></p>	
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<p>UP 35</p>	<p>15.4.6 Familiarization Period</p> <p>It is understood that the College is not required to train- <u>The College shall provide a reasonable period of familiarization. Unless mutually agreed the familiarization period shall not be less than the period set out in Article 14.1, to</u> an employee for a position into which he/she may be assigned pursuant to Article 15.4.3,⁵ but</p> <p><u>The College shall ensure any policies, procedures, and manuals are made readily available as well provide instructions and directions to assist the employee in being successful in the position.</u></p> <p>The College shall also <u>provide a reasonable period of familiarization where necessary. necessary instruction to that employee during the familiarization period.</u></p> <p><u>Where an employee has been placed in a position in accordance with Article 15.4.3 and it is determined by the College, after discussion with the employee and the familiarization period that he/she cannot perform the satisfactorily the requirements of the position in question, the College shall return the employee into the stability process and start the process according to Article 15.4.3 at the pay band of the position held by such employee during the familiarization period.</u></p>	
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<p>UP 47</p>	<p>August 27, 1981 Mr. Sean O'Flynn President Ontario Public Service Employees Union 1901 Yonge Street Toronto, Ontario</p> <p>Dear Sir:</p> <p>It is recognized that the Colleges have positions within the bargaining unit from time to time that, because of the nature of the service rendered, require staffing for less than twelve (12) months a year. In such a case, where less than full time employment is identified prior to the time of hiring such employees, the College may effect a layoff of such employees for a period of up to but not exceeding three (3) months in any employment year without regard to the provisions of the Collective Agreement. Notwithstanding the foregoing, seniority and service shall accumulate for all purposes under the Collective Agreement during such period of layoff. <u>The College shall continue to provide benefits and pay the premiums for those benefits during such period of layoff.</u> This provision shall have no application where the employee in lieu of layoff hereunder has been granted a leave of absence in which case Article 14.2 shall have application.</p> <p>Prior to posting such a position, the College shall notify the Local Union of the circumstances and, where the Local Union requires discussion and explanation as to the basis for such a position being reduced to less than a</p>	
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	<p>twelve (12) month basis, it may request a meeting with the College, at which time a full explanation of the circumstances surrounding the designation of the position shall be given.</p> <p>Yours truly, A.M. Pesce, Secretary Staff Affairs Committee</p>	
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<p>UP 48</p>	<p>Section 7 - Changing Benefit Coverage</p> <p>There is provision in your group contract for you to continue benefit coverage when you are not actively at work, provided certain criteria are met This means that if you are absent from work on an employer-approved personal leave of absence with pay, personal leave of absence without pay, maternity/parental leave, professional development leave, annual layoff, illness or disability, benefits can be continued.</p>	
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<p>UP 49</p>	<p><u>October 2, 2008 Date of Ratification</u> Mr. Warren (Smokey) Thomas President Ontario Public Service Employees Union 100 Lesmill Road North York, Ontario M3B 3P8</p> <p>Dear Sir:</p> <p>CONTRACTING OUT</p> <p>It is agreed that no bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out his/her work.</p> <p>However, contracting out to an employer who will employ the employee with comparable terms and conditions of employment is not a breach of this letter of understanding.</p> <p>An employee given notice of layoff or reassignment as a result of his/her work being contracted out may elect to take an unpaid leave of absence of up to one (1) year, in order to accept a job offered by the contractor. The leave will begin on the date that the employee commences employment with the contractor. If the employee wishes to return to the College, he/she must provide at least one hundred and twenty (120) calendar days written notice of his/her intention to return at the end of the leave.</p> <p>The College will then apply Article 15.4.3, as appropriate. If no position can be identified pursuant to Article 15.4.3, no new notice of layoff under 15.4.4.1 need be provided to the employee.</p>	
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	<p>The College will not provide wages or benefits to the employee during the leave.</p> <p>This letter of understanding will expire on August 31, 2011, but should the parties not have reached a new Collective Agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lock-out.</p> <p>Yours truly, D. Sinclair Executive Director College Compensation and Appointments Council</p>	
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UP 55	<u>Amend to provide a 3% wage increase in each year of a two year Collective Agreement.</u>	
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MP17 – Grievances – As tabled August 30th, 2011 – 5 PM (remove M18A)

MP21 – St. Lawrence Letter of Understanding – Agree to delete

MP4A – Compressed Work Weeks - Letter in Collective Agreement having EERC look at the feasibility of it.

MP 25	<p>APPENDIX G SUMMER STUDENT WORKERS</p> <ol style="list-style-type: none"> 1. The terms of this Appendix apply to students employed temporarily for more than twenty-four (24) hours per week during the period of May 1 to August 31 <u>mid-April to August 31 inclusive.</u> 2. No bargaining unit employee shall be laid off or have his/her normal hours or weeks of work reduced as a direct result of the hiring of these students. 3. The College shall notify the Local Union of both the start and planned termination dates of employment. 4. The students shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement. 5. The students may be released by the College before the termination date. 6. The students shall be paid an hourly wage rate not less than the student minimum wage set out in the Employment Standards Act. <u>start rate of Payband A as set out in Appendix E of the Collective Agreement.</u> 7. The students shall be entitled to the provisions of Articles 6.2 and 7.5 of the Agreement. 8. Students will be granted holidays/holiday pay in accordance with Article 10 except that the holidays shall be limited to Victoria Day, Dominion Day 	
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~~and Civic Holiday~~. Articles 10.2 and 10.7 shall not apply.

9. Students covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.

10. In addition to the hourly rate of pay, the student shall receive an additional four per cent (4%) in lieu of vacation.

11. No other provisions of the Collective Agreement shall apply to the students unless otherwise stated in this Appendix.