

APPENDIX B
AGREED ITEMS

ACADEMIC COLLECTIVE BARGAINING
AGREED-TO LANGUAGE
MAY 24, 2005

ARTICLE 4 - NO DISCRIMINATION

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 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.

ARTICLE 11 - WORKLOAD

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

ARTICLE 23 - PREPAID LEAVE PLAN (PLP)

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 *Canadian 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 Revenue Canada Customs and Revenue Agency.

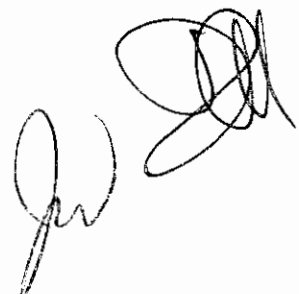
ARTICLE 28 - EMPLOYMENT STABILITY

28.09 B There shall be an Employment Stability Reserve Fund Arbitrator established at each College to be appointed by agreement of the President of the College or the President's designee and the President of the Union Local. The appointment, which may be renewable by mutual agreement, shall be for one year, commencing on September 1 and expiring on August 31. In the event that the President of the College or the President's designee and the President of the Union Local are unable to agree upon the appointment of an ESRFA, either the College or the Union Local may request the College Relations Commission to appoint an ESRFA and the ESRFA shall, upon appointment by the College Relations Commission, have the same powers as if the appointment had been made by the College and the Union Local.

LETTERS OF UNDERSTANDING

- Delete Letter re: Workload Task Force.

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ACADEMIC COLLECTIVE BARGAINING
AGREED-TO LANGUAGE
AUGUST 22, 2005

ARTICLE 32 - GRIEVANCE PROCEDURES

~~32.01~~ Articles ~~32.02 to 32.05~~ and ~~33.01 to 33.06~~ inclusive apply to an employee who has been employed continuously for at least the preceding four months.

(Renumber subsequent articles)



Ted Montgomery



ACADEMIC COLLECTIVE BARGAINING
AGREED-TO LANGUAGE
MARCH 23, 2006

ARTICLE 11 - WORKLOAD

11.01 F 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 ~~five~~ six hours of the 44 hour maximum weekly total workload shall be attributed as follows:

~~three~~ 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.

ARTICLE 19 - OTHER INSURANCE PLANS

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

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. ~~the~~ Coverage continues until the end of the month the deceased employee would have reached age 65, at which point Thereafter, the survivor who is in receipt of a lifetime monthly survivor pension, may elect to continue the normal 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 Effective October 1, 2001, the College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of \$300 each two years, per person 18 years of age and over, and \$300 each one year per person under 18 years of age, for glasses, frames, contact lenses, and refractive surgery, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deduction. **Effective January 1, 2008, these maximums will be increased to \$400.**

Post-Retirement Extended Health and Dental Coverage

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 the Dental Care at the option of the employee under the following conditions:

- (i) The retired employee shall pay to the College quarterly in advance, the full cost of benefits that he/she enrolled in, either or both of the plan(s) from the date of retirement.
- (ii) Eligibility for such coverage shall be dependent upon:
 - The employee qualifying for and commencing to receive a lifetime monthly pension from benefits under 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 At the option of the dependent survivor of a retired employee and subject to Article 19.09 B 1, he/she can continue coverage in the CAAT Retiree Benefit Plan, excluding Life Insurance, the College shall continue the benefits set out in 19.09 A under the same terms and conditions provided that such benefits were in force at the date of death.

19.09 B 1 In order to maintain coverage pursuant to Article 19.09 B, 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.

ARTICLE 27 - JOB SECURITY

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

- (i) a full-time employee who has completed a probationary period at the same, or another Ontario College of Applied Arts and Technology, and is hired by the College in the same classification which the employee held during the previous probationary period.
- (ii) a full-time teacher who holds one of the following professional qualifications and who has one year or more of full-time teaching experience in **Ontario a Canadian Province or Territory:**
 - valid Ontario Teacher's Certificate;
 - Bachelor of Education Degree;
 - Master of Education Degree.
- (iii) a full-time counsellor who holds one of the following professional qualifications and who has one year or more of full-time counselling experience in an educational institution in **Ontario a Canadian Province or Territory:**
 - valid Ontario Guidance Specialist's Certificate;
 - Master's Degree in Counselling or Guidance;
- (iv) a full-time librarian who holds a Bachelor's Degree in Library Science or a Master's Degree in Library Science and who has one year or more of full-time experience as a professional librarian in **Ontario a Canadian Province or Territory.**

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 bargaining unit employees or persons who have been partial-load employees within one month 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.

ARTICLE 32 - GRIEVANCE PROCEDURES

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

G. Brent	R. McLaren
H. Brown	M. Mitchnick
D. Carter	M. Picher
L. Davie	P. Picher
J. Devlin	O. Shime
R. Howe	D. Starkman
P. Knopf	S. Tacon
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 a Chair to hear each of the grievances. The Chair 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 such panel. Also, the parties may agree to a supplementary list of persons to act on a single or number of occasions. Following selection of a Chair, the College and the Union shall each appoint its arbitrator within ten days and forthwith notify the other party and the Chair. However the College and Union may mutually agree, prior to selection of a Chair, to arbitration by a sole arbitrator. The sole arbitrator shall be selected from the panel or the supplementary list as in the case of a Chair and the other provisions referring to an arbitration board shall appropriately apply.

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 College Compensation and Appointments 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.

(NEW) 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 College Compensation and Appointments Council (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.

ACADEMIC COLLECTIVE BARGAINING
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MARCH 24, 2006

ARTICLE 27 - JOB SECURITY

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 ~~for distribution to the other Union Local Presidents~~ **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.**

~~The College will also forward copies of the notice to the other Colleges with the intention that they be posted.~~

**ARTICLE 29 - EXTRAORDINARY FINANCIAL EXIGENCY
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 **because of an extraordinary financial exigency** the following provisions shall apply prior to the application of the procedures set out in 27.05 (vii) and 27.06 A.

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 ~~extraordinary financial exigency~~ **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;
- 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.

Handwritten initials and marks:
A stylized signature or set of initials, possibly "RW", with a circled "V" next to it.