

MANAGEMENT'S OFFER FOR SETTLEMENT – JANUARY 30, 2004

- EFFECTIVE ON THE DATE THE CONTRACT IS RATIFIED: 3%
- EFFECTIVE SEPTEMBER 1, 2004: 3%
- EFFECTIVE APRIL 1, 2005 0.5%
- EFFECTIVE SEPTEMBER 1, 2005: 3%

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 <u>Date of Ratification</u> (3%)	Effective <u>September 1, 2004</u> (3%)	Effective <u>April 1, 2005</u> (0.5%)	Effective <u>September 1, 2005</u> (3%)
Step 3	\$42,437	\$43,710	\$43,929	\$45,247
Step 4	44,584	45,921	46,151	47,535
Step 5	46,726	48,128	48,368	49,819
Step 6	48,871	50,338	50,589	52,107
Step 7	51,017	52,547	53,810	54,394
Step 8	53,160	54,755	55,029	56,680
Step 9	55,305	56,964	57,249	58,966
Step 10	57,449	59,173	59,469	61,253
Step 11	59,594	61,382	61,988	63,539
Step 12	61,738	63,590	63,908	65,826
Step 13	63,884	65,800	66,129	68,113
Step 14	66,028	68,009	68,349	70,400
Step 15	68,174	70,219	70,570	72,687
Step 16	70,312	72,421	72,783	74,967
Step 17	72,451	74,625	74,998	77,248
Step 18	74,588	76,826	77,210	79,527
Step 19	76,727	79,029	79,424	81,806
Step 20	78,864	81,230	81,636	84,085

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 (3%)	Effective September 1, 2004 (3%)	Effective April 1, 2005 (0.5%)	Effective September 1, 2005 (3%)
Minimum	<u>\$30,738</u>	<u>\$31,660</u>	<u>\$31,819</u>	<u>\$32,773</u>
Step 1	<u>32,886</u>	<u>33,872</u>	<u>34,042</u>	<u>35,063</u>
Step 2	<u>35,028</u>	<u>36,079</u>	<u>36,259</u>	<u>37,347</u>
Step 3	<u>37,172</u>	<u>38,287</u>	<u>38,478</u>	<u>39,633</u>
Step 4	<u>39,318</u>	<u>40,498</u>	<u>40,700</u>	<u>41,921</u>
Step 5*	<u>41,463</u>	<u>42,707</u>	<u>42,920</u>	<u>44,208</u>
Step 6	<u>43,606</u>	<u>44,914</u>	<u>45,139</u>	<u>46,493</u>
Step 7	<u>45,752</u>	<u>47,124</u>	<u>47,360</u>	<u>48,781</u>
Step 8	<u>47,897</u>	<u>49,334</u>	<u>49,581</u>	<u>51,068</u>
Step 9	<u>50,042</u>	<u>51,543</u>	<u>51,800</u>	<u>53,354</u>
Step 10	<u>52,186</u>	<u>53,752</u>	<u>54,020</u>	<u>55,641</u>

*Control Point of Range

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 <u>Date of Ratification</u> (3%)	Effective <u>September 1, 2004</u> (3%)	Effective <u>April 1, 2005</u> (0.5%)	Effective <u>September 1, 2005</u> (3%)
Step 3	<u>\$56.70</u>	<u>\$58.40</u>	<u>\$58.69</u>	<u>\$60.46</u>
Step 4	<u>59.55</u>	<u>61.34</u>	<u>61.65</u>	<u>63.50</u>
Step 5	<u>62.42</u>	<u>64.29</u>	<u>64.61</u>	<u>66.55</u>
Step 6	<u>65.30</u>	<u>67.26</u>	<u>67.60</u>	<u>69.63</u>
Step 7	<u>68.17</u>	<u>70.21</u>	<u>70.56</u>	<u>72.68</u>
Step 8	<u>71.03</u>	<u>73.16</u>	<u>73.53</u>	<u>75.73</u>
Step 9	<u>73.90</u>	<u>76.12</u>	<u>76.50</u>	<u>78.80</u>
Step 10	<u>76.75</u>	<u>79.05</u>	<u>79.44</u>	<u>81.83</u>
Step 11	<u>79.62</u>	<u>82.01</u>	<u>82.42</u>	<u>84.89</u>
Step 12	<u>82.49</u>	<u>84.97</u>	<u>85.39</u>	<u>87.95</u>
Step 13	<u>85.35</u>	<u>87.91</u>	<u>88.35</u>	<u>91.00</u>
Step 14	<u>88.22</u>	<u>90.87</u>	<u>91.32</u>	<u>94.06</u>
Step 15	<u>91.08</u>	<u>93.82</u>	<u>94.28</u>	<u>97.11</u>
Step 16	<u>93.94</u>	<u>96.75</u>	<u>97.24</u>	<u>100.15</u>
Step 17	<u>96.82</u>	<u>99.72</u>	<u>100.22</u>	<u>103.23</u>
Step 18	<u>99.68</u>	<u>102.67</u>	<u>103.19</u>	<u>106.28</u>
Step 19	<u>102.56</u>	<u>105.63</u>	<u>106.16</u>	<u>109.35</u>
Step 20	<u>105.43</u>	<u>108.59</u>	<u>109.14</u>	<u>112.41</u>

Non-Post-Secondary Partial-Load Professors

STEP LEVEL	Effective <u>Date of Ratification</u> <u>(3%)</u>	Effective <u>September 1, 2004</u> <u>(3%)</u>	Effective <u>April 1, 2005</u> <u>(0.5%)</u>	Effective <u>September 1, 2005</u> <u>(3%)</u>
Step 3	<u>\$51.02</u>	<u>\$52.55</u>	<u>\$52.81</u>	<u>\$54.39</u>
Step 4	<u>53.61</u>	<u>55.22</u>	<u>55.50</u>	<u>57.16</u>
Step 5	<u>56.19</u>	<u>57.87</u>	<u>58.16</u>	<u>59.91</u>
Step 6	<u>58.78</u>	<u>60.55</u>	<u>60.85</u>	<u>62.67</u>
Step 7	<u>61.34</u>	<u>63.18</u>	<u>63.49</u>	<u>65.40</u>
Step 8	<u>63.92</u>	<u>65.84</u>	<u>66.17</u>	<u>68.15</u>
Step 9	<u>66.51</u>	<u>68.50</u>	<u>68.84</u>	<u>70.91</u>
Step 10	<u>69.08</u>	<u>71.15</u>	<u>71.51</u>	<u>73.66</u>
Step 11	<u>71.66</u>	<u>73.81</u>	<u>74.18</u>	<u>76.40</u>
Step 12	<u>74.23</u>	<u>76.46</u>	<u>76.84</u>	<u>79.15</u>
Step 13	<u>76.83</u>	<u>79.13</u>	<u>79.53</u>	<u>81.91</u>
Step 14	<u>79.40</u>	<u>81.78</u>	<u>82.19</u>	<u>84.66</u>
Step 15	<u>81.97</u>	<u>84.43</u>	<u>84.85</u>	<u>87.39</u>
Step 16	<u>84.55</u>	<u>87.09</u>	<u>87.52</u>	<u>90.15</u>
Step 17	<u>87.14</u>	<u>89.75</u>	<u>90.20</u>	<u>92.91</u>
Step 18	<u>89.72</u>	<u>92.41</u>	<u>92.88</u>	<u>95.66</u>
Step 19	<u>92.31</u>	<u>95.08</u>	<u>95.55</u>	<u>98.42</u>
Step 20	<u>96.04</u>	<u>98.92</u>	<u>99.41</u>	<u>102.40</u>

Post-Secondary Partial-Load Instructors

STEP LEVEL	Effective Date of Ratification (3%)	Effective September 1, 2004 (3%)	Effective April 1, 2005 (0.5%)	Effective September 1, 2005 (3%)
Minimum	<u>\$41.06</u>	<u>\$42.29</u>	<u>\$42.50</u>	<u>\$43.77</u>
Step 1	<u>43.94</u>	<u>45.26</u>	<u>45.48</u>	<u>46.85</u>
Step 2	<u>46.79</u>	<u>48.20</u>	<u>48.44</u>	<u>49.89</u>
Step 3	<u>49.66</u>	<u>51.15</u>	<u>51.40</u>	<u>52.94</u>
Step 4	<u>52.52</u>	<u>54.10</u>	<u>54.37</u>	<u>56.00</u>
Step 5*	<u>55.40</u>	<u>57.07</u>	<u>57.35</u>	<u>59.07</u>
Step 6	<u>58.27</u>	<u>60.02</u>	<u>60.32</u>	<u>62.12</u>
Step 7	<u>61.12</u>	<u>62.95</u>	<u>63.27</u>	<u>65.17</u>
Step 8	<u>63.97</u>	<u>65.89</u>	<u>66.22</u>	<u>68.21</u>
Step 9	<u>66.83</u>	<u>68.83</u>	<u>69.18</u>	<u>71.25</u>
Step 10	<u>69.72</u>	<u>71.81</u>	<u>72.17</u>	<u>74.34</u>

Non-Post-Secondary Partial-Load Instructors

STEP LEVEL	Effective Date of Ratification (3%)	Effective September 1, 2004 (3%)	Effective April 1, 2005 (0.5%)	Effective September 1, 2005 (3%)
Minimum	<u>\$36.95</u>	<u>\$38.05</u>	<u>\$38.24</u>	<u>\$39.39</u>
Step 1	<u>39.53</u>	<u>40.72</u>	<u>40.92</u>	<u>42.15</u>
Step 2	<u>42.11</u>	<u>43.37</u>	<u>43.59</u>	<u>44.897</u>
Step 3	<u>44.70</u>	<u>46.04</u>	<u>46.27</u>	<u>47.66</u>
Step 4	<u>47.26</u>	<u>48.67</u>	<u>48.92</u>	<u>50.38</u>
Step 5*	<u>49.85</u>	<u>51.35</u>	<u>51.60</u>	<u>53.15</u>
Step 6	<u>52.43</u>	<u>54.00</u>	<u>54.27</u>	<u>55.90</u>
Step 7	<u>54.99</u>	<u>56.64</u>	<u>56.92</u>	<u>58.63</u>
Step 8	<u>57.59</u>	<u>59.31</u>	<u>59.61</u>	<u>61.40</u>
Step 9	<u>60.15</u>	<u>61.96</u>	<u>62.27</u>	<u>64.13</u>
Step 10	<u>62.76</u>	<u>64.64</u>	<u>64.96</u>	<u>66.91</u>

ARTICLE 8 - UNION BUSINESS

8.03 A The Colleges agree to provide paid leaves of absence ~~to for the~~ seven employees who are the members of the Union's negotiating team for up to forty-five days for collective bargaining purposes. The Colleges will also provide further unpaid leaves of absence for any additional time needed to complete negotiations. Pay for additional time off provided to the Union's negotiating team in order to complete negotiations shall be the responsibility of the Union. 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.~~ Beyond forty-five days of leave, the Union will reimburse the cost of these benefits to the respective 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.

ARTICLE 11 - WORKLOAD

MANAGEMENT WILL WITHDRAW ALL OF ITS OUTSTANDING PROPOSALS ON CHANGES TO ARTICLE 11 (WORKLOAD) IF THE UNION WITHDRAWS ITS CHANGES TO ARTICLE 11.

11.01 H 4 (New) The teacher and the supervisor may agree in writing, by May 1st in any year, to defer a portion of that academic year's allowance for up to two academic years. If for any reason the days are not subsequently taken, no additional pay will be owed to the teacher. There can be no more than a total of 10 working days carried forward at any time.

(11.01 H 4 (New) is conditional on Union agreeing to 11.01 M and 11.01 N)

11.01 M Where A Union Local and a College may agree in writing on terms governing workload assignments at the College that vary from the provisions of Article 11. 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.

The supervisor and an individual teacher(s) may also agree on a workload assignment that varies from the provisions of Article 11 or that varies from an agreement between a Union Local and a College, in which case 11.01 N will apply.

11.01 N (New) Where an individual teacher(s) and his/her supervisor agree in writing on terms governing workload assignments for the teacher(s), such agreements shall be binding on the College, the Union Local and the teacher(s) involved. However, no such agreement can include teaching contact hours that exceed the total teaching contact hours per academic year established in 11.01 K

3. Timetables shall be established in accordance with such agreements.

11.04 B 4 (New) The counsellor or librarian and the supervisor may agree in writing, by May 1st in any year, to defer a portion of that academic year's allowance for up to two academic years. If for any reason the days are not subsequently taken, no additional pay will be owed to the counsellor or librarian. There can be no more than a total of 10 working days carried forward at any time.

(11.04 B 4 (New) is conditional on Union agreeing to 11.01 M and 11.01 N)

MANAGEMENT WILL WITHDRAW ALL OF ITS OUTSTANDING PROPOSALS ON CHANGES TO ARTICLE 11 (WORKLOAD) IF THE UNION WITHDRAWS ITS CHANGES TO ARTICLE 11.

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 **College** programs or courses, with regulated tuition fees,
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 14 - SALARIES

Allowances - Professors

14.03 A 3 Coordinator Allowance - Coordinators are **teachers employees** who in addition to their regularly assigned duties and teaching responsibilities are required to provide **academic** leadership in the coordination of courses, ~~and/or~~ programs, and/or services. Coordinators report to the **academic** manager who assigns their specific duties. It is understood that coordinators do not have responsibility for the disciplining of ~~teachers in the bargaining unit employees~~. 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.

General

~~14.03 A 8 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.~~

ARTICLE 17 - SHORT-TERM DISABILITY PLAN (STD)

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 1 shall be credited ~~at that time~~ with a pro-rated number of annual credits, depending on their date of hire.

ARTICLE 26 - PARTIAL-LOAD EMPLOYEES

26.11 (New) The College will endeavour to provide the partial-load teacher with 6 weeks notice of the details of the assignment and two weeks notice of the timetable.

ARTICLE 27 - JOB SECURITY

Seniority

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 ~~and/or leave of absence for up to 24 months;~~
- (iii) on a College-approved leave of absence for up to 24 months;
- (iv)(iii) on a College-approved leave of absence on an exchange program;
- (v)(iv) on a College-approved professional development leave of absence; or
- (vi)(v) on a College-approved secondment for up to 24 months.
- (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 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.

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 Ministry funded College program or course, with regulated tuition fees, 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.(...)

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, who continue to have recall rights, before giving consideration to other external applicants. For the purposes of this article, full-time and partial-load bargaining unit employees 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
H. Brown
~~K. Burkett~~
D. Carter
L. Davie
J. Devlin

R. MacDowell
R. McLaren
M. Mitchnick
K. O'Neil
M. Picher
P. Picher

R. Howe
B. Keller
P. Knopf

O. Shime
D. Starkman
S. Tacon

Representatives of the Council and the Union shall meet ~~monthly~~ quarterly 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.

ARTICLE 36 - DURATION

36.01 This Agreement shall take effect commencing on the date of signing and shall have no retroactive effect or application (except Salary Schedules in Article 14 and Article 26, ~~the Recognition Allowance in 14.03 A 6, and Benefits Improvements in Article 19~~) and shall continue in full force and effect until August 31, 2006, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing in January, 2006, that it desires to amend this Agreement.

LETTERS OF UNDERSTANDING

***Inclusion of original dates (on all letters of understanding)**

LETTER OF UNDERSTANDING

Letter 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.~~

LETTER OF UNDERSTANDING (NEW)

Re: Return-to-Work

Every College shall have a Return-to-Work (RTW) policy within six (6) months from [date of ratification] to support injured and ill employees in returning to work. Each policy shall contain the following:

- a statement of commitment that describes how the program will operate, which may include a permanent or ad hoc Return-to-Work Committee, consisting of representatives from the College and the Local Union
- strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed
- a description of roles and responsibilities for the various stakeholders involved in the RTW process
- a RTW process that outlines the steps to be followed in managing individual return-to-work cases, including a mediation component, if appropriate
- a communications and training component
- a process for regular reviews of the program

It is agreed that where a meeting as contemplated in this letter takes place by mutual consent, during regular working hours, representatives of the Local Union shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attending such a meeting. Time off to attend meetings shall not be unreasonably denied.

LETTER OF UNDERSTANDING (NEW)

Re: Alternative Insurance Plan for Retirees

The parties agree that a subcommittee of the Joint Insurance Committee (JIC) comprising three (3) persons appointed by OPSEU and three (3) persons appointed by the Council shall be formed to investigate the feasibility of instituting an “alternative insurance plan” to be made available to all retirees.

If the subcommittee concurs that such a plan is feasible then the committee shall undertake to establish an “alternative insurance plan”, which shall reflect the overriding principle that the coverage provided be a single, comprehensive policy designed to protect the subscriber from excessive health and dental costs. The “alternative plan” would not provide the same health and dental coverage as the current benefit provisions. Accordingly, the “alternative plan” may have restrictions including but not limited to:

- no coverage for regular, predictable expenditures
- restricted access to paraprofessional groups
- annual deductibles and annual maximums for each paraprofessional group
- annual deductible for medicines and supplies
- no coverage for semi-private hospital
- no coverage for out-of-country
- benefit period for vision and hearing coverage that reflect normal industry benefit

periods rather than calendar periods

Negotiated amendments to Academic Employees Extended Health, Dental, Vision and Hearing Care Active Plans shall be assessed by the JIC for possible inclusion in the coverage of such an alternative plan”.

The subcommittee will complete its tasks no later than six (6) months following [date of ratification]. The College shall be reimbursed for time spent by the Union representatives on the subcommittee in accordance with Article 8.02.

LETTER OF UNDERSTANDING (NEW)

Re: DRUG CARD

The “Employee Benefits” booklet will be modified to include the following:

Within six (6) months of the [date of ratification], new pay direct “point-of-sale” prescription drug card will be implemented for Academic employees. The pharmacist will automatically receive 85% of the cost of the eligible prescription drugs. The employee will be required to pay the balance at the time of the purchase.

Effective [date of ratification], with the introduction of the drug card the following provisions will apply:

a) The current list of eligible drugs will remain unchanged as follows:

- drugs, serums, vaccines (including hepatitis B vaccine, and influenza vaccines) which by law are only available with a prescription as long as they are prescribed by a doctor, a dentist or, in Ontario, a Registered Nurse in the Extended Class, and are obtained from a pharmacist.
- patent and proprietary medicines, when such drugs are considered treatment for chronic conditions, and such condition is documented by a doctor’s statement.
- diabetic supplies, including insulin, needles and syringes.
- ostomy supplies.
- contraceptives.

b) The Plan will not pay for the following, even when prescribed:

- over-the-counter medications, except as noted for chronic conditions in bullet 2 above.
- the cost of giving injections, serums and vaccines.
- medicines obtained directly from a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- cough medicines.
- baby food and formula.
- hair growth stimulants.

- products to help you quit smoking.
 - minerals, proteins and vitamins.
- c) Generic substitutions by the pharmacist shall be made when the drug prescribed by your doctor has a legally substitutable generic equivalent. If you decide not to accept the generic substitution for the brand name prescription, the Plan will only pay 85% of the lowest priced generic for that drug.

The above provisions will not apply if your doctor writes, in his/her own handwriting, "no substitution" on the prescription or provides such oral instruction to the pharmacist.

- d) New drugs approved by Health Canada for non-experimental use after [date of ratification] will be added to the list of eligible drugs in the following manner:
- drugs deemed to have therapeutic value, life saving ability, or cost effectiveness will be automatically added to the list of eligible drugs.
 - generic drugs will be automatically added to the list of eligible drugs
 - drugs that do not clearly fall under the above categories will be reviewed by a body of professional third party health professionals before being added to the list of eligible drugs
- e) New drugs that are not added to the list of eligible drugs will be made available to specific employees if the employee's doctor substantiates that such drug is medically necessary. In order to be considered, the doctor will be required to complete a form detailing the employee's conditions, including clinical evidence explaining why the new drug is required. That form will be submitted to Sun Life for adjudication.

The Joint Insurance Committee (JIC), in consultation with the insurance carrier will develop a process to ensure the expeditious adjudication of such claims.

CLASS DEFINITION (NEW)

LIBRARIAN

A Librarian combines the theoretical knowledge of library science and information technology with knowledge of subject disciplines for the purpose of information storage, retrieval and dissemination.

Qualifications: Master of Library Science or equivalent degree from an American Library Association accredited institution.

A librarian contributes to the teaching and learning process by performing the following functions as directed by the College:

- organizing information in all media formats for effective retrieval and dissemination
 - sharing specialized knowledge in subject disciplines
 - providing an effective learning environment for students
 - contributing to academic processes such as curriculum development, instruction and resource planning.
- a) Collection/Resource Development
 - selects and evaluates materials in all media, including Internet formats;
 - formulates policies and procedures for collection development including selection, evaluation, weeding and inventory; and
 - consults with teaching staff to identify curriculum needs.
 - b) Information Provision
 - plans the development and integration of library and information services;
 - co-ordinates information services to users; and
 - undertakes complex reference and research activities, including the synthesis of information in various formats.
 - c) Instruction
 - plans, promotes and co-ordinates library orientation and instruction;
 - conducts library instruction and user workshops that develop learners' information literacy skills;
 - co-ordinates the preparation of bibliographies, instructional aids and promotional materials; and
 - consults with teaching staff to plan library instruction and to assist in the design of research assignments and the use of learning resources.
 - d) Cataloguing
 - cataloguing, classifying and providing subject analysis for all media including electronic resources, serials, multi-media, and government documents using various formats such as AACR2, LCC, LCSH, RVM, MARC;
 - performs metadata cataloguing, thesaurus development, as well as understanding schemas, their applications and tagging;
 - maintains the accuracy and integrity of the bibliographic databases;
 - designs and produces catalogues according to North American standards; and
 - acts as a resource for support staff by demonstrating and familiarizing support staff on searching and cataloguing techniques.
 - e) Systems
 - co-ordinates internal library telecommunications network;
 - is responsible for library automation system;
 - co-ordinates the installation and delivery of electronic resources;
 - designs and is responsible for web-based library services;
 - consults with system and electronic resources vendors and technical support services;
 - co-ordinates with systems staff in devising quality control programs for

- bibliographic data maintenance; and
 - utilizes new technologies to deliver information in digitized formats to the college community.
- f) Planning, Organizing and Budgeting
- designs library ad information services and systems to meet objectives;
 - develops and co-ordinates the implementation of policies for the provision of services through formal documentation;
 - assists in the design of multimedia classrooms and selection and use of multimedia hardware and software;
 - develops and co-ordinates the cataloguing of special projects; and
 - monitors assigned budgets.
- g) Leadership Role
- provides leadership and expertise to the college community on information literacy, information resources, information processing, retrieval and dissemination;
 - provides training and guidance to employees in all aspects of Library sciences;
 - participates on various college committees; and
 - participates in professional activities including conferences, associations and networks.
- h) Other related duties as assigned.

AGREED TO LANGUAGE

*Modify all occurrences of the “Council or Regents” in the Collective Agreement to **“College Compensation and Appointments Council.”**

BENEFIT IMPROVEMENTS

Effective the first of the month following the date of ratification or such reasonable time as may be required, the benefit plans will be modified as follows:

- acupuncturists will be added to the list of paramedical services;
- the optional life benefit coverage will be increased to \$140,000 (increases are subject to medical examinations). The full premiums are to be paid by the employees;
- a critical illness/catastrophic event insurance will be made available to employees with the full premiums to be paid by the employees.

ARTICLE 11 – WORKLOAD

11.02 C 1 The functions of the WMG shall include:

- (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;
- (ii) level of teaching and experience of the teacher and availability of technical 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;
- (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;
- (xiii) level of complexity and rate of change in curriculum;**

ARTICLE 14 – SALARIES

Maximum Salary Table

14.03 A 1 (b) The following table indicates ~~both~~ the maximum salary level attainable by an employee based on that employee's relevant formal education levels and equivalencies ~~and the maximum starting step for that employee on the Salary Schedule.~~

ARTICLE 17 - SHORT-TERM DISABILITY PLAN (STD)

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.

ARTICLE 21 - LEAVES OF ABSENCE

21.02 Leave of absence for personal reasons, ~~religious leave~~ 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 (New and renumber subsequent) 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 ~~21.03~~ 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, grandparent or grandchild ~~and in order to attend or arrange the funeral~~, 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 21.03.

ARTICLE 32 - GRIEVANCE PROCEDURES

Grievances

32.03 Step Two

The grievor shall present the grievance to the College President or the President's designee.

The College President or the President's designee shall convene a meeting concerning the grievance, at which the grievor shall have an opportunity to be present, within 20 days of the presentation, and shall give the grievor and a Union Steward designated by the Union Local ~~the President's~~ a decision in writing within 15 days following the meeting. In addition to the Union Steward, a representative designated by the Union Local shall be present at the meeting if requested by the employee, the Union Local or the College. The College President or the President's designee may have such persons or counsel attend as the College President or the President's designee deems necessary.

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 Procedures, the matter shall then, by notice in writing given to the other party within 15 days of the date of receipt by the grievor of the decision of the College official at Step Two, be referred to arbitration.

32.07 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 Step Two of 32.03 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 Step Two of 32.03.

LETTER OF UNDERSTANDING

Letter Re: ~~Post-Retirement Benefits~~

~~The parties agree that the Joint Insurance Committee shall create a Subcommittee to undertake a study of Post-Retirement Benefits.~~

~~The study shall include an examination of plan design and premium costs.~~

~~The study shall consider enrolment, rating, benefit levels, and any other issues that the Subcommittee agrees may be pertinent.~~

~~The Subcommittee will be composed as follows:~~

- ~~• three persons appointed by OPSEU~~
- ~~• three persons appointed by the Council of Regents~~

~~The Subcommittee shall meet to establish procedures to accomplish the task and~~

~~shall conclude work and finalize the report to the parties by October 1, 2002.~~

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

LETTER OF UNDERSTANDING (NEW)

Re: Central Registry

The Council shall investigate the feasibility of establishing and maintaining a central electronic registry of vacancies referred to in Article 27.11 A. Within 6 months of the signing of the Collective Agreement, the Council will share its proposal for implementation with the Union's members of the Employer/Employee Relations Committee. If they are in agreement, it will be implemented.

If such registry is implemented,

- when a College posts a vacancy it shall forward the notice to the Central Registry.
- the notice forwarded will remain posted for at least five working days.
- Colleges will no longer forward copies of the notice to other Colleges.