

MEMORANDUM OF SETTLEMENT

Between: The College Compensation and Appointments Council
 for the Colleges of Applied Arts and Technology ("the Council")

and

 The Ontario Public Service Employees Union
 for Support Staff Employees ("the Union")

The bargaining representatives of both parties agree to unanimously recommend to their respective principals the following terms and conditions of employment as the full and final settlement of all outstanding matters between the parties:

1. The Collective Agreement, expiring August 31, 2005, shall be continued except as amended by this Memorandum.
2. The Collective Agreement shall be amended by those terms and conditions agreed to between the parties as set out in Appendix 1 to this Memorandum (7 pages).
3. The Collective Agreement shall be amended by those terms and conditions agreed to between the parties as set out in Appendix 2 to this Memorandum (19 pages).
4. Nothing shall be retroactive prior to the date of ratification, except where otherwise specifically noted.
5. Retroactive wage adjustments shall apply to all employees on active payroll as of the date of ratification. Such payments shall be paid within thirty (30) calendar days following ratification.
6. The Special Allowance shall apply to qualifying employees on active payroll as of the date of ratification. Such payments shall be paid within thirty (30) calendar days following ratification.
7. Amendments to the paramedical services under the Extended Health Care Plan are effective the first of the month following ratification.
8. The Collective Agreement shall expire on August 31, 2008.
9. All other items are hereby withdrawn.

Support Staff Bargaining - Memorandum of Settlement

Dated this 1st day of September, 2005, at Toronto, Ontario.

For the Council:

A. Tindler

Guy Butts

Jim Connor

Shusear

Boudewil

Byrnes

S. Johnson

Jay L. Arde

For the Union:

Adams

Legault

Juie Heeps

Bell

Margie

Blundell

Rob Fleming

IMS

Agreed to March 9, 2005

Appendix A - Joint Insurance Committee - Support Staff

- insert the following new language under point #4 as follows:

(vii) recommend to the Council when an ad hoc adjustment should be implemented to increase the monthly benefit level of existing LTD claimants. It is understood that:

(a) the cost of the adjustment must be financed from funds held in the LTD Deposit Accounts which are in excess of 25% of annualized premium and the cost must be shared in accordance with the premium sharing arrangement in effect on the date of the ad hoc adjustment; and

(b) in determining the viability of such an adjustment, the Committee must exercise prudent financial planning to ensure the cost of the ad hoc adjustment combined with reasonably predictable costs of future experience trends will not jeopardize the financial stability of the Plan or result in additional premiums to be payable in the current or immediately following Plan Year.

- delete letter "Recommendation to Bargaining Teams" from JIC on page 133 of the Collective Agreement

D.M.G.

RB

March 9/05



Agreed to March 8, 2005

12.8 Prepaid Leave Plan

12.8.3.1 Wages

During the deferral period, preceding the leave, the employee will be paid a reduced percentage, in accordance with the written agreement between the College and the employee, of his/her wages as set out in Appendix E. The remaining percentage of his/her wages will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the College to finance the period of leave.

The percentage deferred shall not exceed an amount determined by dividing the length of the period of leave by the sum of the length of the deferral period and the length of the period of leave and multiplying by 100 (e.g., if length of deferral period = 4 years and length of leave = 1 year, then maximum deferred salary = 20 per cent), but under no circumstances shall the amount deferred exceed the maximum specified in the Canada Revenue Agency directives.

12.8.3.13 Death Clause

Should a participant die while enrolled in the Plan, any moneys accumulated, plus interest accrued at the date of death, will be paid to his/her estate. Every agreement entered into under Article 12.8.2.5 shall state that moneys paid to the estate of an employee under this section are a "right or thing" within the meaning of the ~~Canadian~~ Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the ~~Canadian~~ Income Tax Act.

12.8.4 Income Tax

During each taxation year, the participating employee's income tax liability shall be in accordance with the ~~Canadian~~ Income Tax Act and directives from Canada Revenue Agency. Similarly, the withholding tax deducted at source by the College shall be in accordance with the ~~Canadian~~ Income Tax Act and directives from Canada Revenue Agency.

BMG.
AB
March 9/05

4


Agreed to March 8, 2005

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

REVIEW OF THE CLASSIFICATION SYSTEM

The parties acknowledge that the Classification Review Committee (CRC), the joint committee established to review the existing classification system, has completed its task and jointly recommends the implementation of a new evaluation system.

The parties agree, on the first day following ratification of the Collective Agreement, CRC will be granted authority to:

- communicate and release the implementation strategy for the new system;
- release the implementation guidelines, the job evaluation manual and associated materials for the new system;
- provide joint training on the system to key constituents, such as Human Resources, Local Union representatives, and Arbitrators
- where appropriate, modify the Collective Agreement to reflect the new system.

It is further understood that CRC will continue to operate throughout the implementation phase and for an additional six (6) months after to deal with issues that might arise from implementing the new system. At the end of this period, responsibility for the evaluation system will transfer to the Joint Classification Committee in accordance with Appendix F in the Collective Agreement. The College shall be reimbursed for time spent by the Union representatives on CRC in accordance with Article 5.1.2.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

LMG
RB
March 8, 2005



Agreed to March 9, 2005

5.6.1 Copy of Agreement

Upon his/her date of hire, a copy of this Agreement shall be provided by the College to each new employee, and at the same time, the College shall notify the new employee of the name of his/her Steward or Local Union Officer.

7.2.2 Position Description Form

Each employee will be provided with a copy of his/her current Position Description Form (PDF) upon the date of hire and/or at the employee's request.

Delete Letter of Understanding entitled "Short Term Disability Plan"

IMG

RB

March 10/05

4
[Signature]

18.1 Definitions

18.1.2 Day

"Day" means a calendar day. For the purpose of this Article, reference to "days" shall exclude Saturdays, Sundays, and statutory holidays.


18.3.3 Union Grievance

The Union shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. However, such grievance shall not include any matter upon which an employee is personally entitled to grieve and the regular grievance procedure for a grievance peculiar to an individual employee shall not be bypassed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of persons in the bargaining unit. A Union grievance shall be presented in writing, signed by the Local Union President or his/her designee to the Director of Personnel or as designated by the College concerned, within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come to or ought reasonably to have come to the attention of the Union. The grievance shall then be processed in accordance with Step No. 3 of the grievance procedure.

18.3.4 College Grievance

The College shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. Such grievance shall be presented in writing, signed by the President or his/her designee to the Local Union President of the College concerned with a copy to the Union President within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

The grievance shall then be processed in accordance with Step No. 3 of the grievance procedure with the appropriate changes. Failing settlement following Step No. 3 meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step No. 3 reply.

10/3/05 4. RMA


Agreed to March 10, 2005

18.7 Grievance re: Dismissal, Suspension, or Layoff or Reassignment

18.7.1 General

Articles 18.7.2 and 18.7.3 apply to an employee covered by this Agreement who has completed his/her probationary period, it being understood that the dismissal, suspension or release of an employee during the probationary period shall not be the subject of grievance.

18.7.2.1 Layoff Grievance

An employee claiming improper application of Article 15.4.3, shall state in the grievance the position(s) and name of incumbent, if any, to which the employee claims entitlement.

The College will provide the current PDFs of the positions, named in the grievance, to the employee within three (3) days after the filing of the ~~Step 3~~ grievance.

If the grievance is not resolved, then the written referral to arbitration shall specify, from the position(s) originally designated, no more than four (4) positions which shall thereafter be the subject matter of the grievance and the arbitration.

10/3 '05
J. [Signature]
BMG.
RB [Signature]

Agreed to April 7, 2005

6.6 Averaging Hours Worked

6.6.1 Union Discussions

Notwithstanding Articles 6.1 to 6.5, where a College asserts that one (1) or more employees are or will be engaged on special shifts, and seeks to apply the provisions set out in Appendix C (Averaging of Hours of Work), it shall discuss the matter with the Union College/Campus Committee and hear any representations by it prior to implementation provided such representations are made promptly. Following such discussion, implementation may be effected. After Once each ~~one~~ (~~1~~) year, the Local Union may ask the College to review the arrangement to ensure the conditions outlined in point one (1) of Appendix C continue to apply. If those conditions are not applicable, then the Appendix C arrangement will no longer apply. In all other cases, overtime payment will be in accordance with Articles 6.1 to 6.5.

RB

JMG

APRIL 7/05

JG

4.2.4 Environmental Conditions

The College will continue to make reasonable provision for the environmental conditions of air, light, space and temperature of employees' work areas in the College. A complaint of an employee concerning the environmental conditions mentioned above shall be discussed at a meeting under this Article and not under the provisions of Article 18, Complaints/Grievances.

5.1.3 Union Negotiating Committee

Leave of absence shall be granted to not more than seven (7) employee representatives selected to negotiate the renewal of the Collective Agreement for necessary time off including travel time, direct negotiating time, and necessary preparation time. 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 a maximum of **ten (10)** days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.

5.2 Time Off

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) 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.

Unless otherwise agreed, time off for Local Union business hereunder shall not exceed:

- 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 so long as no one (1) employee appointed or designated hereunder utilizes more than two-thirds of the hours specified in both of the above as the case may be.~~
- a maximum of **eighteen (18)** hours per week, where the Support Staff complement at a College is three hundred and fifty (350) or more, ~~so long as no one (1) employee appointed or designated hereunder utilizes more than two-thirds of the hours specified.~~
- the Local Union shall reimburse the College for twenty-five per cent (25%) of all pay for any leaves of absence granted hereunder on a regular basis as billed by the College. ~~The formula for distributing the fifteen (15) hours referred to in the 3rd item above may be altered by mutual written agreement of the Local Union and the College.~~

6.1.4 Flexible Hours of Work

Where a College and the Local Union agree and where affected employees approve, the College may implement more flexible hours of work and scheduling arrangements than those provided in Article 6, such as compressed work weeks and job sharing arrangements, except that Article 6.3.1 cannot be varied. Any such variation of any section of Article 6 will be specified in the local agreement. Each agreement shall contain the position/classification, campus location, shift and names of the employees affected.

Such agreements shall not provide a monetary advantage or disadvantage to the College or to affected employees relative to employees working regular hours. Either party may terminate the local agreement and return to regular schedules or hours of work with two (2) weeks' notice.

Such local agreements shall be signed by the College, the Local Union President, **OPSEU Staff Representative** and the **President of OPSEU employee(s) affected** and apply for the specific terms agreed upon, but in any event, shall not continue beyond the term of this Agreement.

6.4 Call Back

Where an employee has completed his/her regularly scheduled hours of work and is subsequently called back **to duty** before the commencement of his/her next regularly scheduled shift, **the following provisions shall apply.**

6.4.1 Return to the Workplace

When an employee is recalled and is required to return to the workplace, he/she shall receive payment for all hours worked at the applicable overtime rate with a minimum guarantee of four (4) hours overtime at time and one-half his/her regular rate of pay except to the extent that such period of four (4) hours overlaps or extends into his/her regular hours of work. It is understood that this provision has no application in cases of change in an employee's regular hours of work or scheduled overtime including overtime commencing immediately following the completion of an employee's regular schedule of work.

6.4.2 Resolving Issues From an Off-site Location

When an employee is recalled and is not required to physically return to the workplace, the applicable overtime rate shall be paid with a minimum guarantee of two (2) hours. The initial call and any subsequent calls during the same two (2) hour period, will be treated as a single recall to work for the purposes of this paragraph.

6.5 On-Call (New)

On-Call refers to time periods during which an employee must be available and able to respond, within a reasonable time, to resolve a problem either by returning to the workplace or off-site (if

applicable). On-call applies to time periods that are not regular working hours, overtime, stand-by or call back.

An employee assigned to be on-call is not required to stay at home, but he/she must make sure that he/she can be contacted and is able to start work within a reasonable time. It is understood that a return to the workplace may not be necessary in all situations. There shall be no pyramiding of premiums. Where the employee is recalled, the provisions of Article 6.4 shall apply.

Where an employee is assigned to be on-call, he/she shall receive one dollar (\$1.00) per hour for all hours that he/she is required to be on-call. No employee shall be required to be on-call or be assigned on-call duty unless authorized in writing by his/her immediate Supervisor.

An employee assigned to be on-call shall not be paid for the on-call period, or part of the on-call period, if he/she was not available or was unable to work due to illness or other circumstances beyond his/her control.

Where the College requires employees to be on-call, qualified employees in the work group shall be selected first on a volunteer basis, in order of seniority, on a rotational basis. Where there are insufficient volunteers, assignment shall be made by reverse order of seniority. However, no employee shall be required to be on-call for more than one hundred and twenty-eight (128) hours per month. Notwithstanding the foregoing, no employee shall be prevented from voluntarily exceeding this maximum.

7.2.4 Reclassification

When the College reclassifies a bargaining unit position to another payband, the College will notify the Local Union and provide the position title, name of incumbent, the former payband, the new payband and the effective date of the reclassification.

Upon request by the Local Union, the College shall provide the Position Description Form (PDF) for the reclassified position.

7.7 Special Allowance

On September 1 of each year, full-time bargaining unit members on active payroll with at least ten (10) years continuous service shall receive a payment of four hundred dollars (\$400).

The determination of continuous service shall be governed by Articles 11.2 and 14.2.

8.1.3.1 Accumulation - Full Pay

During the term of this Agreement, the Colleges will continue the Short Term Disability Income Plan presently in effect, to provide the first ten (10) days at full pay in any one (1) plan year (which begins on September 1 of each year), the details of which are published in the Group Benefit Program booklet, as amended from time to time by the Joint Insurance Committee (JIC).

Employees in their first year of employment **will be eligible for benefits under this Plan from their first day of service with the College and** will have their ten (10) days entitlement pro-rated in proportion to the amount of the year that they work.

In addition, unused days payable at one hundred per cent (100%) in any plan year can be carried forward to provide additional days at one hundred per cent (100%) in future years. Effective September 1, 2000, unused days can only be carried forward to a maximum accumulation of one hundred and thirty (130) days (which includes the initial plan year entitlement plus any "banked" unused days) and may only be used for the purpose of this Article.

Upon retirement, layoff or termination of employment, unused days standing in the name of the employee shall be cancelled and shall be of no effect.

8.1.7 Survivor Benefits for Active Employees

~~8.1.7.1 Active Employees~~

~~8.1.7.1.1 Initial Election~~

The Colleges agree to continue coverage of Extended Health (including Vision and Hearing Care) and Dental Plan for the dependent survivor of a deceased employee for six (6) months at no cost to the survivor.

Thereafter, effective November 16, 2000, at the option of the dependent survivor, and subject to Article **8.1.7.1**, the College shall continue such benefits until the date that the deceased employee would have reached age sixty-five (65).

At the date that the deceased employee would have reached age sixty-five (65), the dependent survivor may elect to continue those benefits set out in Article 8.1.12, in which the survivor is currently enrolled.

8.1.7.2 Retired Employees

8.1.7.2.1 Retired Prior to Age 65

At the option of the dependent survivor, and subject to Article 8.1.7.3, the College shall continue coverage of Extended Health (including Vision and Hearing Care) and Dental Care as were in force for the deceased retiree at the time of death until the date that the deceased retiree would have reached age sixty-five (65).

At the date that the deceased retiree would have reached age sixty-five (65), the dependent survivor may elect to continue those benefits set out in Article 8.1.12, in which the survivor is currently enrolled.

8.1.7.2.2 Retired After Age 65

At the option of the dependent survivor of a retired employee, the College shall continue coverage of Extended Health (including Vision and Hearing Care) and Dental Care under the same terms and conditions set out in Article 8.1.12, provided that such benefits were in force at the date of death.

8.1.7.1 Conditions

In order to maintain coverage pursuant to Articles 8.1.7.1.1 or 8.1.7.2.1, the **eligible** dependent survivor 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.**

8.1.12 Post Retirement Benefits

8.1.12.1 Extended Health Coverage

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

1. The retired employee shall pay to the College quarterly in advance, the full cost of the **benefits that he/she is enrolled in.**

2. Eligibility for such coverage shall be dependent upon:
 - (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;**
 - (ii) **the retired employee electing such coverage within thirty-one (31) days of his/her retirement date;**
 - (iii) the **retired employee** maintaining eligibility for benefits under OHIP or another **Canadian** medicare plan equivalent to OHIP from another province or territory;
 - (iv) **for Extended Health Care** - the employee commenced retirement on or after October 1, 1989.
 - (v) **for Life Insurance and Dental Care** - the employee commenced retirement on or after November 16, 2000.

3. 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.

8.1.13 Survivor Benefits for Retirees

At the option of the dependent survivor of a retired employee and subject to Article 8.1.13.1, he/she can continue coverage in the CAAT Retiree Benefit Plan, excluding Life Insurance, provided that such benefits were in force at the date of death.

8.1.13.1 Conditions

In order to maintain coverage pursuant to Article 8.1.13, 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.**

11.2 Calculation of Continuous Service

In determining the period of continuous service of employees on the active payroll for the purpose of vacation entitlement **and Article 7.7 Special Allowance:**

- only an employee's service in the bargaining unit shall apply, however an employee's previous uninterrupted service with the College immediately prior to and consecutive with its establishment as a College of Applied Arts and Technology shall be included;
- an employee who, for any reason, has less than twelve (12) full months of active employment during the one (1) year period immediately prior to June 30, in any year, shall receive a lesser vacation with pay on a pro rata basis under the schedule of vacation set out in this Article, subject to any accumulation of service under Article 14.2.

Active employment means actual attendance at the work place and the performance of work, but includes absence from work for vacations and holidays, or illness for up to six (6) months, or during pregnancy or parental leave or developmental leave.

15.4.4.1 Notice

The employee shall be provided written notice of layoff or reassignment. Should the employee receive notice of reassignment, the employee may elect in writing, to be laid off in lieu of such reassignment, provided such election is made within five (5) **working** days of notice being provided to the employee. In such case the date the employee received the notice of reassignment shall be deemed to be the date of notice of layoff. The College shall provide a further letter to the employee confirming layoff.

15.7.1 Tuition Fee

Where a person who was in the bargaining unit has been laid off by the College, pursuant to the provisions of Article 15, the College agrees to provide for a fee of twenty dollars (\$20.00) per course plus the cost of required course materials, **both of which will be paid from the Employment Stability Fund:**

- (a) approved programs or courses, with regulated tuition fees; or,
- (b) other courses or programs as are mutually agreed,

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

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

DRUG CARD

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

Within six (6) months of the [date of ratification], a new pay direct "point-of-sale" prescription drug card will be implemented for Support Staff employees. With this card, employees will only need to pay 15% of the total cost to purchase medications covered by the Extended Health Care Plan.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

EXTENDED HEALTH CARE PLAN

This letter confirms that the paramedical services in the Extended Health Care Plan will be modified as follows:

In any Calendar Year, the Plan will cover 85% of the costs, up to a combined maximum of \$1,500, for the licensed paramedical specialists listed below, per person.

Paramedical services must be deemed by the profession's licensing/regulatory board to be within the scope of that profession. A service deemed to not be within the scope of the profession will not be covered.

Services of licensed psychologists must be ordered by a doctor for the treatment of an illness.

Doctor's order required	Doctor's order not required
psychologist	osteopath*, chiropractor*, chiropodist*, podiatrist*, naturopath, massage therapist, speech therapist, physiotherapist, audiologist, optometrist/ophthalmologist, occupational therapist, acupuncturist
* includes one x-ray examination per specialty each Calendar Year	

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

CONTRACTING OUT

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.

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.

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.

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.

The College will not provide wages or benefits to the employee during the leave.

This letter of understanding will expire on August 31, 2008, 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.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

WORKPLACE WELLNESS

In light of EERC's review of the results of the "Workplace Wellness" survey and the proposed next steps recommended in its report dated April 21, 2005, the parties agree that EERC will have further discussions about workplace wellness as it pertains to the college system.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

LETTER OF INTENT ARTICLE 5.2

The Support Staff Collective Agreement now provides **an 18**-hour formula, under Article 5.2, for time off for Local Union business at Colleges with Support Staff complements of 350 or more. This will confirm our understanding that Mohawk College and Northern College will be considered to be Colleges to which this formula will apply for the duration of this Agreement.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

TIME-OFF - ST. LAWRENCE COLLEGE

This will confirm the parties' agreement on the application of Article 5.2 of the Collective Agreement at St. Lawrence College.

Since there are two (2) OPSEU Locals at St. Lawrence College; the College will permit Local 418 up to **nine and one-half (9½)** hours per week and Local 419 up to **eight and one-half (8½)** hours per week, to a maximum of **eighteen (18)** hours per week at the College as a whole, under Article 5.2.

It is agreed that, during the term of the Agreement, this arrangement regarding time off will continue. However, the financial obligation of the College will be limited to the amount of **fifteen (15)** hours.

The College will bill each Local Union for one-quarter ($\frac{1}{4}$) of the hours actually used.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

[date of ratification]

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

UNION TIME-OFF

The parties agree to refer the issue of the release of employees for the purpose of assisting the Union in advising and educating members with respect to collective bargaining to the Employee/Employer Relations Committee (EERC) for discussion and recommendations to the parties.

Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

**APPENDIX D
TEMPORARY EMPLOYEES**

Modify point 5 as follows:

5. In addition to the hourly rate of pay, the employee shall receive an additional **eight** per cent (**8%**) in lieu of all fringe benefits, including vacation.

**APPENDIX G
SUMMER STUDENT WORKERS**

Insert a new point between existing points 8 and 9 as follows:

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

**APPENDIX H
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.

APPENDIX E
EFFECTIVE SEPTEMBER 1, 2005

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	13.84	14.26	14.69	15.13	15.59	16.05
2	14.36	14.80	15.25	15.71	16.17	16.66
3	14.96	15.41	15.88	16.36	16.85	17.35
4	15.56	16.00	16.49	16.98	17.50	18.02
5	16.14	16.63	17.13	17.64	18.17	18.72
6	16.80	17.31	17.83	18.37	18.91	19.48
7	17.46	18.00	18.53	19.08	19.67	20.25
8	19.05	19.62	20.22	20.83	21.45	22.08
9	20.62	21.24	21.87	22.52	23.21	23.91
10	22.30	22.96	23.65	24.36	25.09	25.85
11	24.10	24.83	25.57	26.34	27.12	27.94
12	26.07	26.85	27.65	28.48	29.35	30.22
13	28.22	29.07	29.95	30.84	31.76	32.72
14	30.54	31.45	32.40	33.36	34.36	35.39
15	33.04	34.03	35.05	36.11	37.18	38.30

APPENDIX E
EFFECTIVE APRIL 1, 2006

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	13.98	14.40	14.84	15.28	15.75	16.21
2	14.50	14.95	15.40	15.87	16.33	16.83
3	15.11	15.56	16.04	16.52	17.02	17.52
4	15.72	16.16	16.65	17.15	17.68	18.20
5	16.30	16.80	17.30	17.82	18.35	18.91
6	16.97	17.48	18.01	18.55	19.10	19.67
7	17.63	18.18	18.72	19.27	19.87	20.45
8	19.24	19.82	20.42	21.04	21.66	22.30
9	20.83	21.45	22.09	22.75	23.44	24.15
10	22.52	23.19	23.89	24.60	25.34	26.11
11	24.34	25.08	25.83	26.60	27.39	28.22
12	26.33	27.12	27.93	28.76	29.64	30.52
13	28.50	29.36	30.25	31.15	32.08	33.05
14	30.85	31.76	32.72	33.69	34.70	35.74
15	33.37	34.37	35.40	36.47	37.55	38.68

**APPENDIX E
EFFECTIVE SEPTEMBER 1, 2006**

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.26	14.69	15.14	15.59	16.07	16.53
2	14.79	15.25	15.71	16.19	16.66	17.17
3	15.41	15.87	16.36	16.85	17.36	17.87
4	16.03	16.48	16.98	17.49	18.03	18.56
5	16.63	17.14	17.65	18.18	18.72	19.29
6	17.31	17.83	18.37	18.92	19.48	20.06
7	17.98	18.54	19.09	19.66	20.27	20.86
8	19.62	20.22	20.83	21.46	22.09	22.75
9	21.25	21.88	22.53	23.21	23.91	24.63
10	22.97	23.65	24.37	25.09	25.85	26.63
11	24.83	25.58	26.35	27.13	27.94	28.78
12	26.86	27.66	28.49	29.34	30.23	31.13
13	29.07	29.95	30.86	31.77	32.72	33.71
14	31.47	32.40	33.37	34.36	35.39	36.45
15	34.04	35.06	36.11	37.20	38.30	39.45

**APPENDIX E
EFFECTIVE APRIL 1, 2007**

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.40	14.84	15.29	15.75	16.23	16.70
2	14.94	15.40	15.87	16.35	16.83	17.34
3	15.56	16.03	16.52	17.02	17.53	18.05
4	16.19	16.64	17.15	17.66	18.21	18.75
5	16.80	17.31	17.83	18.36	18.91	19.48
6	17.48	18.01	18.55	19.11	19.67	20.26
7	18.16	18.73	19.28	19.86	20.47	21.07
8	19.82	20.42	21.04	21.67	22.31	22.98
9	21.46	22.10	22.76	23.44	24.15	24.88
10	23.20	23.89	24.61	25.34	26.11	26.90
11	25.08	25.84	26.61	27.40	28.22	29.07
12	27.13	27.94	28.77	29.63	30.53	31.44
13	29.36	30.25	31.17	32.09	33.05	34.05
14	31.78	32.72	33.70	34.70	35.74	36.81
15	34.38	35.41	36.47	37.57	38.68	39.84

APPENDIX E
EFFECTIVE SEPTEMBER 1, 2007

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.69	15.14	15.60	16.07	16.55	17.03
2	15.24	15.71	16.19	16.68	17.17	17.69
3	15.87	16.35	16.85	17.36	17.88	18.41
4	16.51	16.97	17.49	18.01	18.57	19.13
5	17.14	17.66	18.19	18.73	19.29	19.87
6	17.83	18.37	18.92	19.49	20.06	20.67
7	18.52	19.10	19.67	20.26	20.88	21.49
8	20.22	20.83	21.46	22.10	22.76	23.44
9	21.89	22.54	23.22	23.91	24.63	25.38
10	23.66	24.37	25.10	25.85	26.63	27.44
11	25.58	26.36	27.14	27.95	28.78	29.65
12	27.67	28.50	29.35	30.22	31.14	32.07
13	29.95	30.86	31.79	32.73	33.71	34.73
14	32.42	33.37	34.37	35.39	36.45	37.55
15	35.07	36.12	37.20	38.32	39.45	40.64

APPENDIX E
EFFECTIVE APRIL 1, 2008

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.84	15.29	15.76	16.23	16.72	17.20
2	15.39	15.87	16.35	16.85	17.34	17.87
3	16.03	16.51	17.02	17.53	18.06	18.59
4	16.68	17.14	17.66	18.19	18.76	19.32
5	17.31	17.84	18.37	18.92	19.48	20.07
6	18.01	18.55	19.11	19.68	20.26	20.88
7	18.71	19.29	19.87	20.46	21.09	21.70
8	20.42	21.04	21.67	22.32	22.99	23.67
9	22.11	22.77	23.45	24.15	24.88	25.63
10	23.90	24.61	25.35	26.11	26.90	27.71
11	25.84	26.62	27.41	28.23	29.07	29.95
12	27.95	28.79	29.64	30.52	31.45	32.39
13	30.25	31.17	32.11	33.06	34.05	35.08
14	32.74	33.70	34.71	35.74	36.81	37.93
15	35.42	36.48	37.57	38.70	39.84	41.05