

College Compensation
and Appointments
Council

Conseil de la
rémunération et des
nominations dans
les collèges

**Support Staff
Collective Bargaining**

**Management
Last Offer Received**

June 23, 2005

Summary of Management's Monetary Proposals

Wage Increase

- Year 1 - 2.0% (September 1, 2005)
- Year 2 - 2.25% (September 1, 2006)
- Year 3 - 2.5% (September 1, 2007)
- Year 4 - 3.0% (September 1, 2008)

Appendix D (replacement employees) will now receive 8% in lieu of benefits

Appendix G (summer students) will now receive 4% in lieu of vacation

Benefit Improvements

Drug Card

- all full-time employees will be given a drug card that will allow them to purchase prescription drugs and only pay 15% of the total eligible cost, eliminating the need to pay 100% at the time of purchase and to submit a claim to the insurance carrier for reimbursement

Extended Health Care

- paramedical services have been expanded to include acupuncturists

Short Term Disability

- full-time employees are now eligible for sick leave from the first day of work with the College

Retiree Benefits

- new benefit plans for retirees have been designed by a joint Union/Management committee and introduced

Other Improvements

New Evaluation System

- the Classification Review Committee has been given the authority to implement the new system following the ratification of the Collective Agreement
- this new system will benefit all full-time employees

Appendix E Wage Grids

September 1, 2005 2.00%

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	15.55	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

September 1, 2006 2.25%

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.15	14.58	15.02	15.47	15.94	16.41
2	14.68	15.13	15.59	16.06	16.53	17.03
3	15.30	15.76	16.24	16.73	17.23	17.74
4	15.90	16.36	16.86	17.36	17.89	18.43
5	16.50	17.00	17.52	18.04	18.58	19.14
6	17.18	17.70	18.23	18.78	19.34	19.92
7	17.85	18.41	18.95	19.51	20.11	20.71
8	19.48	20.06	20.67	21.30	21.93	22.58
9	21.08	21.72	22.36	23.03	23.73	24.45
10	22.80	23.48	24.18	24.91	25.65	26.43
11	24.64	25.39	26.15	26.93	27.73	28.57
12	26.66	27.45	28.27	29.12	30.01	30.90
13	28.85	29.72	30.62	31.53	32.47	33.46
14	31.23	32.16	33.13	34.11	35.13	36.19
15	33.78	34.80	35.84	36.92	38.02	39.16

Appendix E Wage Grids (cont.)

September 1, 2007 2.50%

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.50	14.94	15.40	15.86	16.34	16.82
2	15.05	15.51	15.98	16.46	16.94	17.46
3	15.68	16.15	16.65	17.15	17.66	18.18
4	16.30	16.77	17.28	17.79	18.34	18.89
5	16.91	17.43	17.96	18.49	19.04	19.62
6	17.61	18.14	18.69	19.25	19.82	20.42
7	18.30	18.87	19.42	20.00	20.61	21.23
8	19.97	20.56	21.19	21.83	22.48	23.14
9	21.61	22.26	22.92	23.61	24.32	25.06
10	23.37	24.07	24.78	25.53	26.29	27.09
11	25.26	26.02	26.80	27.60	28.42	29.28
12	27.33	28.14	28.98	29.85	30.76	31.67
13	29.57	30.46	31.39	32.32	33.28	34.30
14	32.01	32.96	33.96	34.96	36.01	37.09
15	34.62	35.67	36.74	37.84	38.97	40.14

September 1, 2008 3.00%

Payband	Start	6 month	1 year	2 years	3 years	4 years
1	14.94	15.39	15.86	16.34	16.83	17.32
2	15.50	15.98	16.46	16.95	17.45	17.98
3	16.15	16.63	17.15	17.66	18.19	18.73
4	16.79	17.27	17.80	18.32	18.89	19.46
5	17.42	17.95	18.50	19.04	19.61	20.21
6	18.14	18.68	19.25	19.83	20.41	21.03
7	18.85	19.44	20.00	20.60	21.23	21.87
8	20.57	21.18	21.83	22.48	23.15	23.83
9	22.26	22.93	23.61	24.32	25.05	25.81
10	24.07	24.79	25.52	26.30	27.08	27.90
11	26.02	26.80	27.60	28.43	29.27	30.16
12	28.15	28.98	29.85	30.75	31.68	32.62
13	30.46	31.37	32.33	33.29	34.28	35.33
14	32.97	33.95	34.98	36.01	37.09	38.20
15	35.66	36.74	37.84	38.98	40.14	41.34

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.

- *consistent with the language in the Academic Collective Agreement*

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.

- *this provides the Union Bargaining Team with additional paid time off to prepare for and participate in collective bargaining*

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.

- *consistent with the language in the Academic Collective Agreement*

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.

- *this provides a simplified process for approving local agreements on hours of work*

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.

- *new language has been introduced to ensure that when employees perform work outside of regularly scheduled working hours, they are compensated fairly*

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.

- *new language has been introduced to provide compensation to employees who are on-call*
- *appointment is initially done through a volunteer process*
- *compensation level similar to other organizations in the broader public sector*

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.

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.

- *this provision applies to both current and new positions the College is planning to create as Appendix C*
- *Management agrees to an annual review if requested by the Union*

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.

- *upon hiring, the College will provide a new employee with a copy of the PDF*
- *upon request, the College will provide an employee with a copy of his/her PDF*

7.2.4 Reclassification (New)

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.

- *the College will notify the Local Union when a position is reclassified to another payband*

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

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).

- *full-time employees are now eligible for sick leave from the first day of work with the College*

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

- *this language provides for new benefit plans for retirees*
- *these plans were designed jointly by Union and Management*

~~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.

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.

- *house-keeping*
- *language updated to reflect change to "Revenue Canada's title"*

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*.

- *house-keeping*
- *language updated to reflect change to legislation*

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**.

- *house-keeping*
- *language updated to reflect change to legislation*
- *language updated to reflect change to "Revenue Canada" title*

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.

- *layoff language has been changed to allow employees a longer decision making period*

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.

- *laid-off employees will be able to enroll in courses and/or programs offered by the College and have the Employment Stability Fund pay for the tuition and course materials*

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.**

- *definition of "day" changed*
- *for the purpose of Article 18, weekends and statutory holidays excluded*
- *this provides the Colleges with more time to prepare a response*

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.

- *increase to the number of days (from 21 to 30) that can elapse before a Union grievance is out of time*

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.

- *increase to the number of days (from 14 to 30) when an occurrence arises*
- *gives parity to the College and Union grievances*

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.

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

- *house-keeping*
- *change to title only*

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.

- *house-keeping*
- *clarifies language*
- *College will provide the current PDF (on file)*

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.

Letters of Understanding (effective date of ratification)

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 Union and Management give authority to the Classification Review Committee to oversee the implementation of the new job 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.

Delete Letter of Understanding entitled "Short Term Disability Plan"

- *house-keeping*
- *language also contained in the Benefit Booklet*

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.

- *all full-time employees will be given a drug card that will allow them to purchase prescription drugs and only pay 15% of the total eligible cost, eliminating the need to pay 100% at the time of purchase and to submit a claim to the insurance carrier for reimbursement*

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.

- *paramedical services have been expanded to include acupuncturists*

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, <u>acupuncturist</u>
* includes one x-ray examination per specialty each Calendar Year	

CONTRACTING OUT

- *the Letter has been renewed*

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, 2009, 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.

WORKPLACE WELLNESS

- *EERC will continue to discuss the issue of 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.

WAGES AND BENEFITS

This will confirm the intention of the parties to create a task force regarding Support Staff wages and benefits, which will, during the term of the Agreement:

1. develop a framework to allow job-to-job comparisons of both wages and benefits to assist the parties in future wage discussions.
2. examine wages and benefits of other comparable Support Staff positions in:
 - a) province-wide Public and Broader Public Sector employers, including the Government of Ontario;
 - b) regionally-based Broader Public Sector employers;
 - c) other benchmark categories as agreed to by the parties.
3. based on the outcomes of the above, the task force will recommend to the parties, the appropriate comparator group(s) for Support Staff wages and benefits.
4. establish a mechanism so the EERC can maintain and update the results of the study.

- *creation of a Task Force to identify the appropriate comparator groups for Support Staff positions*
- *this study will allow both parties to have relevant information that can be used in future rounds of bargaining*

Each party shall appoint two (2) members to the Task Force. An independent chairperson, selected from the list of arbitrators in Article 18.8.2, shall determine the procedure. The parties further agree to publish the results of the study. The fees and expenses of the independent chairperson shall be shared equally between the parties. The Colleges shall be reimbursed for time spent by Union representatives on the Task Force in accordance with Article 5.1.2.

Appendices

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

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.

- *joint recommendation of the JIC*
- *provides a process for the JIC to recommend ad hoc adjustments to individuals on LTD*

- *will now receive 8% in lieu of benefits*

**APPENDIX G
SUMMER STUDENT WORKERS**

- *will now receive 4% in lieu of vacation*

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.**

**(NEW) APPENDIX H
CAAT RETIREES GROUP INSURANCE
ADVISORY COMMITTEE**

- *new committee to allow retirees and the Council to meet regarding the retiree benefit plans*

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 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.