

College Employer

**Council** / **Conseil**  
des employeurs des collèges



# Support Staff Bargaining - Management Proposals

June 7, 2011

The following proposals are presented to the Ontario Public Service Employees Union (OPSEU) by the College Employer Council (Council), on behalf of the Colleges of Applied Arts and Technology.

### **Bargaining Proposals**

Proposed amendments to existing Support Staff Collective Agreement Articles, Letters of Understanding or Appendices:

<b>Article</b>	<b>Title</b>	<b>Proposal</b>
4.3	List of Part-Time Employees	Review the frequency of the preparation of the part-time list
5.1.2	Leave of Absence – Union Representatives	Review the distribution of costs between the Union and the College
5.2	Time Off	Review the distribution of costs between the Union and the College.  Add requirement for the union to provide a quarterly accounting of hours based on a calendar year, to the college within 30 days of the end of each quarter.
6.1.1	Normal Work Week	Review the definition of a “normal work week”  e.g. 4 days x 10 hours per day
6.1.4	Flexible Hours of Work	Review notice period required to terminate local agreement and signatories
6.2.1	Overtime Rate	Review - subject to negotiated changes to 6.1.1
6.2.2	Seventh Day – Double Time	Review - subject to negotiated changes to 6.1.1
6.7.2	Retention of Standard Hours	Review – obsolete job families
7.7	Special Allowance	Review
8.1.3.1	Short-Term Disability	Review accumulation of days and maximum (130) carry forward for new employees
12.2	Personal Leave with Pay	Review alternative time off provision for religious and personal reasons
13.4 to 13.4.5	Video Display Terminal	Remove – obsolete
14.1	Probationary Period	Review length of probationary period
14.5	Pro-ration of Part-Time Service for Probation	Review in conjunction with 14.1 proposal
15.3.5.2	Notice Period	Update language
18.4.3.1	Arbitrators	Review list of Arbitrators

18.5	Working Conditions and Terms of Employment	Review number of steps in grievance process and time frame for response  Discuss time limit for scheduling of grievances referred to arbitration
18.6.4	Powers	Update
18.7.2	Arbitrators	Review list of Arbitrators
<b>L o U's</b>	<b>Title</b>	<b>Proposal</b>
Pg 94	Less than 12 Month Positions	Review annual vacation entitlement for new employees
Pg 95	Time-off – St. Lawrence College	Remove letter – one local remaining
Pg 97	VDT & EERC	Remove letter – obsolete
Pg 108	Supplementary List of Arbitrators	Review – no longer necessary
Pg 123	Initiatives/Opportunities	Include as Appendix "I"
<b>Appendices</b>	<b>Title</b>	<b>Proposal</b>
App G	Summer Student Workers	Move to rolling period to recognize individual College needs and dates that coincide with semester start and end dates

#### Proposed New:

Develop a Letter of Understanding re: a market study of wages and benefits for Support Staff as compared to other employee groups; groups to be selected and agreed to by the parties.

#### Employee Benefits and Wage Increases

Discussions on employee benefits and wage increases will occur at a future date.

#### Other

The College Employer Council reserves the right to add to or modify these proposals during the course of bargaining.

## Housekeeping Proposals

**Issue:** Update language – change to gender neutral

**Current:**

### 1.1 Exclusive Bargaining Agent

The Union is recognized as the exclusive bargaining agent for all Support Staff employees of the Colleges, save and except:

- foremen and supervisors;
  - persons above the rank of foreman or supervisor;
  - employees performing duties that require the use of confidential information relating to employee relations and the formulation of the College budget or the Campus budget, as the case may be;
  - persons regularly employed for twenty-four (24) hours per week or less;
  - students employed on a cooperative educational training program, with a school, college or university;
  - graduates of the College employed for up to twelve (12) months following completion of their courses and associated with certification, registration or other licencing requirements;
  - persons hired for a project of a non-recurring kind.
- 

**Proposal:**

### 1.1 Exclusive Bargaining Agent

The Union is recognized as the exclusive bargaining agent for all Support Staff employees of the Colleges, save and except:

- ~~foremen~~ **foreperson** and supervisors;
- persons above the rank of ~~foreman~~ **foreperson** or supervisor;
- employees performing duties that require the use of confidential information relating to employee relations and the formulation of the College budget or the Campus budget, as the case may be;
- persons regularly employed for twenty-four (24) hours per week or less;
- students employed on a cooperative educational training program, with a school, college or university;
- graduates of the College employed for up to twelve (12) months following completion of their courses and associated with certification, registration or other licencing requirements;
- persons hired for a project of a non-recurring kind.

## Housekeeping Proposal

**Issue:** Article 1.5 – No Strike and No Lockouts  
Update reference to CCBA

**Current:**

**1.5 No Strikes and No Lockouts**

The Union agrees there shall be no strike and the Council agrees there shall be no lockout; "Strike" and "Lockout" being defined in the *Colleges Collective Bargaining Act, 1990*.

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**Proposal:**

**1.5 No Strikes and No Lockouts**

The Union agrees there shall be no strike and the Council agrees there shall be no lockout; "Strike" and "Lockout" being defined in the *Colleges Collective Bargaining Act, 1990* **2008**.

## Housekeeping Proposal

**Issue:** Article 2.3 – Ontario Human Rights  
Update language to reflect amendments in the code.

**Current:**

### 2.3 Ontario Human Rights

The parties agree that in accordance with the provisions of the *Ontario Human Rights Code* there shall be no discrimination against any employee by the Union or the College because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.

Accommodation, if it is requested by the employee and it is determined to be required, is the duty of the College, the Union and the employee.

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**Proposal:**

### 2.3 Ontario Human Rights

The parties agree that in accordance with the provisions of the *Ontario Human Rights Code* there shall be no discrimination against any employee by the Union or the College because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, ~~same-sex partnership status~~, family status or handicap **disability**.

Accommodation, if it is requested by the employee and it is determined to be required, is the duty of the College, the Union and the employee.

## Housekeeping Proposal

**Issue:** Article 5.4.2 – Application  
Update reference to CCBA

**Current:**

### 5.4.2 Application

Article 5.4.1 shall have no application to an employee who is successful in satisfying the requirements of Section 53(2) of the *Colleges Collective Bargaining Act, 1990* as to his/her religious convictions or belief.

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**Proposal:**

### 5.4.2 Application

Article 5.4.1 shall have no application to an employee who is successful in satisfying the requirements of Section ~~53(2)~~ **13(2)** of the *Colleges Collective Bargaining Act, 1990* **2008** as to his/her religious convictions or belief.

## Housekeeping Proposal

**Issue:** Article 7.7 – Special Allowance  
Remove first paragraph – no longer applicable

**Current:**

### 7.7 Special Allowance

On December 1, 2008, or in the pay immediately preceding December 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service shall receive a payment of four hundred and twenty-five dollars (\$425).

Starting September 1, 2009, on September 1 of each year or in the pay immediately preceding September 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service but less than ten (10) years continuous service shall receive a payment of four hundred and twenty-five dollars (\$425) and full-time bargaining unit members on active payroll with at least ten (10) years continuous service shall receive a payment of eight hundred and twenty-five dollars (\$825).

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

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### 7.7 Special Allowance

**Proposal:**

~~On December 1, 2008, or in the pay immediately preceding December 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service shall receive a payment of four hundred and twenty-five dollars (\$425).~~

Starting September 1, 2009, on September 1 of each year or in the pay immediately preceding September 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service but less than ten (10) years continuous service shall receive a payment of four hundred and twenty-five dollars (\$425) and full-time bargaining unit members on active payroll with at least ten (10) years continuous service shall receive a payment of eight hundred and twenty-five dollars (\$825).

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

## **Housekeeping Proposal**

**Issue:** Article 14.7.3.2 – ESF Arbitrator  
Update to reflect changes to CCBA, 2008 (remove Colleges Relations Commission and replace with Minister of Labour)

**Current:**

### **14.7.3.2 Employment Stability Fund Arbitrator**

Where there is no majority decision under Article 14.7.3.1, any member of the ESC may refer the matter to the Employment Stability Fund Arbitrator (ESFA).

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

The ESFA may make any decision that the ESC is empowered to make under Article 14.7.3.1.

The ESFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESFA. The ESFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

The decision of the ESFA shall be final and binding on the parties and any employee affected by the decision. The ESFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

The College and the Union shall each pay one-half (½) of the fees and expenses of the ESFA.

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**Proposal:**

### **14.7.3.2 Employment Stability Fund Arbitrator**

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There shall be an ESFA established at each College to be appointed by agreement of the President of the College and the President of the Local Union. The appointment, which may be renewable by mutual agreement, shall be for one (1) year, commencing on September 1 and expiring on August 31. In the event that the President of the College and the President of the Local Union are unable to agree upon the appointment of an ESFA, either the College or the

Local Union may request the ~~College Relations Commission~~ **Minister of Labour** to appoint an ESFA and the ESFA shall, upon appointment by the ~~College Relations Commission~~ **Minister of Labour**, have the same powers as if the appointment had been made by the College and the Local Union.

The ESFA may make any decision that the ESC is empowered to make under Article 14.7.3.1.

The ESFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESFA. The ESFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

The decision of the ESFA shall be final and binding on the parties and any employee affected by the decision. The ESFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

The College and the Union shall each pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the ESFA.

## Housekeeping Proposal

**Issue:** Article 18.1.1 – Committee Secretary  
Amend job title

**Current:**

**18.1.1 Committee Secretary**

“Committee Secretary” means the Executive Director of the Council.

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**Proposal:**

**18.1.1 Committee Secretary**

“Committee Secretary” means the Executive Director Chief Executive Officer of the Council.

## Housekeeping Proposal

**Issue:** Article 18.3.2 – Multi-College Issues  
Amend job title

**Current:**

**18.3.2 Multi-College Issues**

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of Human Resources or designated persons of each College affected with copies to the Executive Director of the Council.

Failing settlement following the 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.

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**Proposal:**

**18.3.2 Multi-College Issues**

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of Human Resources or designated persons of each College affected with copies to the ~~Executive Director~~ **Chief Executive Officer** of the Council.

Failing settlement following the 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.

## Housekeeping Proposal

**Issue:** Article 18.3.1 – Arbitrators  
Remove Ian Springate (deceased)

**Current:**

### **18.4.3.1 Arbitrators**

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable pursuant to this process, shall be heard by one of the following specially trained Arbitrators:

M. Cummings	K. O'Neil
J. Devlin	I. Springate
I. Hunter	L. Tenace
R. McLaren	M. Tims

The Arbitrators 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 list.

All Arbitrators so added shall undergo a training session on the job evaluation system, to be jointly developed and presented by the parties, and all current Arbitrators shall undergo reorientation to the job evaluation system every two (2) years.

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**Proposal:**

### **18.4.3.1 Arbitrators**

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable pursuant to this process, shall be heard by one of the following specially trained Arbitrators:

M. Cummings	K. O'Neil
J. Devlin	<del>I. Springate</del>
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The Arbitrators 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 list.

All Arbitrators so added shall undergo a training session on the job evaluation system, to be jointly developed and presented by the parties, and all current Arbitrators shall undergo reorientation to the job evaluation system every two (2) years.

## Housekeeping Proposal

**Issue:** Article 18.6.4 – Powers  
Update language to reflect new CCBA, 2008

**Current:**

**18.6.4 Powers**

The Arbitration Board shall have those powers set out in the Colleges Collective Bargaining Act, 1990.

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**Proposal:**

**18.6.4 Powers**

The Arbitration Board shall have those powers set out in the Colleges Collective Bargaining Act, ~~1990~~ **2008.**

## Housekeeping Proposal

**Issue:** Article 18.7.2 – Arbitrators  
Remove Kevin Whitaker (appointed as a judge)

**Current:**

### 18.7.2 Arbitrators

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable, shall be heard by an Arbitration Board of three (3) persons, which Board shall be selected as follows:

The Chairperson shall be selected from the following list:

M. Bendel	M. Picher
M. Cummings	P. Picher
L. Davie	S. Raymond
J. Devlin	G. Simmons
R. Howe	S. Tacon
W. Kaplan	L. Tenace
B. Keller	M. Tims
R. MacDowell	K. Whitaker
K. O'Neil	

The Chairperson 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 list;

Following selection of a Chairperson, the College and the Union shall each appoint its appointee within ten (10) days thereafter and forthwith notify the other party and the Chairperson. However, if the College and Union mutually agree to arbitration by a sole Arbitrator, (prior to selection of a Chairperson) he/she shall be selected from the list and the other provisions referring to an Arbitration Board shall appropriately apply.

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**Proposal:**

### 18.7.2 Arbitrators

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable, shall be heard by an Arbitration Board of three (3) persons, which Board shall be selected as follows:

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R. MacDowell	<del>K. Whitaker</del>
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## **Housekeeping Proposal**

**Issue:** Change in tendering process (#5) due to changes in CCBA, 2008

**Current:**

### **APPENDIX A - JOINT INSURANCE COMMITTEE - SUPPORT STAFF**

#### **1. Name of Committee**

The Committee shall be referred to as the Joint Insurance Committee (Support Staff).

#### **2. Purpose of the Committee**

The purpose of the Committee is to facilitate communications between the Council and OPSEU on the subject of group insurance applicable to the Support Staff Bargaining Unit, including Basic Life, Supplementary Life Insurance, Extended Health Insurance, Long Term Disability Insurance, the Dental Plan and such other negotiated benefits that may, from time to time, be included in the Group Insurance Plan.

Nothing herein shall prevent this Committee from meeting jointly with any comparable Committee, if established, concerning the Academic Staff Bargaining Unit should it be mutually agreed between this Committee and such other Committee.

It is understood that the group insurance benefits to be provided to employees and the cost sharing arrangements shall be as set out in the applicable Collective Agreement and the matters for consideration by this Committee shall be only as set out in these terms of reference.

#### **3. Composition of the Committee**

The Committee shall be composed of an equal number of representatives from the Council and OPSEU with not more than eight (8) representatives in total.

At meetings of the Committee each party may be accompanied by up to two (2) resource persons to provide actuarial or other technical advice. Additionally, when necessary, representatives of the insurance carrier shall attend meetings to provide information but shall not act as resource persons for either party.

#### **4. Duties of Committee**

The duties of the Committee shall consist of the following:

- (i) development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);
- (ii) consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;

- (iii) recommendation to the Council on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (iv) consideration and recommendation to the Council on the renewal of existing contracts of insurance upon expiry;
- (v) review of the financial reports on the Group Insurance Plan; and
- (vi) review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.
- (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.

## **5. Specifications for Public Tender**

When specifications for public tender are required to obtain the services of an insurance carrier, the duties of the Committee shall be to:

- (a) develop and recommend specifications for tender;
- (b) consider and examine all tenders submitted in response to the specifications;
- (c) make a recommendation to the Council with respect to the selection of a carrier.

The specifications for tender will describe the benefits to be provided, the cost sharing arrangements, the past financial and experience history, the appropriate employee data, the format for the retention illustrations for each coverage, the financial reporting requirements, and other parameters as appropriate.

The tendering process will be conducted through the Ontario Government's Public Tenders Office. Tenders shall be entertained from any insurance carrier and such carrier may act solely on its own behalf or may arrange reinsurance as may be necessary.

The basis for recommendation of an insurance carrier will include the ability of the carrier to underwrite the Plan, compliance of carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

## **6. Policy Renewals**

Following receipt of an existing insurance carrier's proposal for renewal of an insurance contract, the Committee shall:

- (a) examine and analyze the proposal, assessing the completeness, fairness and validity of the proposal;
- (b) assess the funding methods employed in the insurance policy;
- (c) assess and monitor the deposit accounts;
- (d) suggest and discuss alternative proposals and funding methods with the carrier; and
- (e) make recommendations to the Council with respect to acceptance of the carrier's renewal proposals, funding methods and deposit account administration.

The basis for recommendations for renewal will take into account the level of service provided by the carrier and the expected long term net cost of benefits.

## **7. Experience Review**

The Committee will also meet as required to review the financial experience under the Plans. The specifications for tender will describe the information to be included in the financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claims and other reserves. The Committee shall request the insurance carrier(s) to provide such additional information as may be necessary.

## **8. Recommendations**

If the Committee fails to agree on any recommendation to the Council that is contemplated by these Terms of Reference, the members of the said Committee nominated by the Council and OPSEU may each make a recommendation in writing to the Council, supported by reasons for their respective recommendations.

It is understood that the Council at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plans) it may consider in the best interest of the employees and Colleges and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Committee.

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**Proposal:**

**APPENDIX A - JOINT INSURANCE COMMITTEE - SUPPORT STAFF**

### **1. Name of Committee**

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### **2. Purpose of the Committee**

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Nothing herein shall prevent this Committee from meeting jointly with any comparable Committee, if established, concerning the Academic Staff Bargaining Unit should it be mutually agreed between this Committee and such other Committee.

It is understood that the group insurance benefits to be provided to employees and the cost sharing arrangements shall be as set out in the applicable Collective Agreement and the matters for consideration by this Committee shall be only as set out in these terms of reference.

### **3. Composition of the Committee**

The Committee shall be composed of an equal number of representatives from the Council and OPSEU with not more than eight (8) representatives in total.

At meetings of the Committee each party may be accompanied by up to two (2) resource persons to provide actuarial or other technical advice. Additionally, when necessary, representatives of the insurance carrier shall attend meetings to provide information but shall not act as resource persons for either party.

### **4. Duties of Committee**

The duties of the Committee shall consist of the following:

- (i) development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);
- (ii) consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
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  - (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.

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The basis for recommendations for renewal will take into account the level of service provided by the carrier and the expected long term net cost of benefits.

## **7. Experience Review**

The Committee will also meet as required to review the financial experience under the Plans. The specifications for tender will describe the information to be included in the financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claims and other reserves. The Committee shall request the insurance carrier(s) to provide such additional information as may be necessary.

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If the Committee fails to agree on any recommendation to the Council that is contemplated by these Terms of Reference, the members of the said Committee nominated by the Council and OPSEU may each make a recommendation in writing to the Council, supported by reasons for their respective recommendations.

It is understood that the Council at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plans) it may consider in the best interest of the employees and Colleges and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Committee.

## **Housekeeping Proposal**

**Issue:** All Letters of Understanding – review and amend signatories to reflect new job titles/ organization and to reflect date of renewal

**Current:** Various signatories and dates

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### **Proposal:**

Review and update Letters of Understanding to reflect current information; add renewal date, current name of signatory, title and organization.