

## **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, 2008, 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 (15 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 (8 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.     Amendments to the Life Insurance, Vision Care and Dental Care Plans are effective the first of the month following ratification.
7.     The Collective Agreement shall expire on August 31, 2011.
8.     The parties agree that the Union may raise the issue of tuition reimbursement for dependents at Employee/Employer Relations Committee (EERC).
9.     All other items are hereby withdrawn.

Support Staff Bargaining - Memorandum of Settlement

Dated this 31st day of August, 2008, at Toronto, Ontario.

For the Council:

Cheryl Simpson

Lambert

Nicole Perreault

Ambsby

A. Murray

B. McCann

Rich Webb

Ching

[Signature]

John

For the Union:

[Signature]

May Lee

[Signature]

[Signature]

Bell

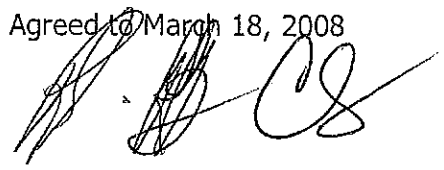
Henry Lang

Reed Remisz

[Signature]



Agreed to March 18, 2008



### 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.

### 4.1 Seniority List

~~The College shall prepare and send a copy of the seniority list showing the employee's seniority, classification, payband, department, and home campus once every four (4) months to the Local Union President and the Union Head Office. A copy of the seniority list shall be posted at each Campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.~~

Effective March 1, 2007, The College shall prepare and send a copy of the seniority list showing the employee's seniority, position title, payband, grand-parented payband(s) (if applicable), department, and home campus once every four (4) months to the Local Union President and the Union Head Office. A copy of the seniority list shall be posted at each Campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.

#### 4.4.1 List of New Employees

~~Once every month, the College shall give to the Local Union President a list of all new employees. This list will include for each new employee his/her name, classification, payband, department, and home campus, where ordinarily assigned.~~

Effective March 1, 2007, Once every month, the College shall give to the Local Union President a list of all new employees. This list will include for each new employee his/her name, position title, payband, department, and home campus, where ordinarily assigned.

#### 6.1.2.2 Forty (40) Hours per Week

~~An employee hired prior to September 1, 1997, who as of that date is scheduled to work a normal work week of forty (40) hours per week, shall not have his/her normal work week~~

~~reduced from forty (40) hours per week so long as he/she remains in one of the following job families:~~

- ~~— Operating Engineer~~
- ~~— Caretaker~~
- ~~— Food Service Worker~~
- ~~— Clerk Supply~~
- ~~— General Maintenance Worker~~
- ~~— Skilled Trades Worker~~
- ~~— Driver~~
- ~~— Bus Driver~~
- ~~— Security Guard;~~

~~unless the employee is the successful applicant for a job posting in one of these job families which has been posted specifying fewer hours.~~

~~Effective March 1, 2007, An employee hired prior to September 1, 1997 and, **who** on February 28, 2007 was in one of the following job families and assigned a normal work week of forty (40) hours per week, shall not have his/her normal work week reduced from forty (40) hours per week as long as he/she remains in that position:~~

- ~~- Operating Engineer~~
- ~~- Caretaker~~
- ~~- Food Service Worker~~
- ~~- Clerk Supply~~
- ~~- General Maintenance Worker~~
- ~~- Skilled Trades Worker~~
- ~~- Driver~~
- ~~- Bus Driver~~
- ~~- Security Guard.~~

~~It is understood that this provision will not apply if the employee is the successful applicant for a position with fewer hours.~~

## **7.2 — Classifications**

~~Classifications shall be listed in Appendix E(i) of this Agreement and the various grades or levels within a family of jobs (for example, Clerk A to D, General) shall each be a separate classification.~~

~~Effective March 1, 2007, this Article will no longer be applicable.~~

### **7.2.1 Atypical Position**

~~An atypical position is a position within a job family which is given a core point rating which places the position on a payband not occupied by a classification within that job family or is a position which has no job family in Appendix E(1), appropriate to the duties and responsibilities assigned.~~

~~Effective March 1, 2007, this Article will no longer be applicable.~~

### **7.3.1 Movement Through the Wage Rate Steps**

Employees shall progress in accordance with the increments in the paybands as set out in Appendix E based on actual service in the payband.

~~Effective until March 1, 2007, employees whose classifications are governed by less than six (6) wage rate steps shall progress as follows:~~

- ~~— employees in classifications with three (3) steps are paid at the two (2) year rate on hire into the classification, the three (3) year rate at six (6) months and the four (4) year rate at one (1) year;~~
- ~~- employees in classifications with four (4) steps are paid at the one (1) year rate on hire into the classification, the two (2) year rate at six (6) months, the three (3) year rate at one (1) year and the four (4) year rate at two (2) years;~~
- ~~— employees in classifications with five (5) steps are paid at the six (6) month rate on hire into the classification; the one (1) year rate at six (6) months; the two (2) year rate at one (1) year; the three (3) year rate at two (2) years and the four (4) year rate at three (3) years.~~

### **7.6 Lead Hand Premium**

~~Effective until March 1, 2007, **W**here the College determines that it is required, a Lead Hand may be designated within a work group, giving due consideration to the ability, qualifications required for the position and seniority, in making the appointment. Where the College assigns an employee to Lead Hand responsibilities, the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over his/her current classification rate for all hours worked during such assignment.~~

~~The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.~~

### 10.1 Entitlement

An employee who has completed thirty (30) calendar days of continuous service will receive his/her regular rate of pay for his/her normal scheduled hours (up to a maximum of eight (8)) for the holidays set out following. It is understood, however, that employees who, as of the date of observance of any of the holidays have not yet completed thirty (30) calendar days of continuous service but subsequently successfully complete thirty (30) calendar days of continuous service shall nevertheless be entitled to holiday pay in accordance with the provisions herein: **Family Day**, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day.

### 11.3 Vacation Pay

Vacation pay shall be computed on the basis of the employee's regular wages based on his/her normal hours of work. The pay which an employee would normally receive during his/her vacation period shall be paid prior to such vacation providing the employee makes a written request to the Personnel **Human Resources** Office (or such other office as may be designated by the College concerned) at least fifteen (15) days prior to the commencement of such vacation.

### 15.4.3 Bumping Procedure

The employee so identified shall be assigned by the College to the first position determined in accordance with the following sequence:

- ~~effective until March 1, 2007, to a vacant position in their classification provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;~~
- to a vacant position in the same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee within his/her same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job and he/she has greater seniority. If there is no such position then;
- to a vacant position in the payband with a maximum rate one lower than the employee's own payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee in the payband with a maximum rate one lower than the employee's own payband provided he/she can satisfactorily perform the core duties and responsibilities of the job and he/she has greater seniority;
- the provisions of the last two sections shall be repeated until all paybands have been reviewed in descending order of maximum rate and either a vacant position or a position held by a more junior employee is identified and the employee affected can satisfactorily

perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid off.

(To illustrate how this sequence operates on or after March 1, 2007, see the Letter of Understanding appended to the Collective Agreement, dated **[ratification date]**.)

#### **15.4.6 — Red Circle Provision**

~~In applying the provisions of Article 15.4, persons being paid above the rate for their payband as a direct result of the commencement of the CAAT Support Staff Classification System on June 1, 1986, shall be deemed to be in the payband which has a maximum rate closest to, but no lower than, their actual rate.~~

#### **17.1 Notices**

Notice shall be posted of a vacancy in a position within a payband covered by the Agreement for a period of five (5) days at each Campus and, at the same time, shall be sent to other locations of the College. No outside advertising for the position shall be conducted and no employee shall be hired from outside the College until the position has been posted for the said five (5) days. Such notice shall contain ~~the classification (effective until March 1, 2007),~~ position title, payband, hourly rate range, current Campus location, current hours of work, current shift(s), and an outline of the basic qualifications. Such notice shall be posted in appropriate locations accessible to employees. For the purposes of this Section, reference to days shall exclude Saturdays, Sundays, and statutory holidays. Copies of all posted vacancies shall be sent to the Local Union President at the time of distribution for posting.

#### **18.2.7 Rights**

An employee shall not be required to appear before a committee, board or other investigating body to answer concerning his/her conduct or performance without first being given reasonable opportunity to be accompanied by an employee representative if, as a result of his/her appearance, he/she may be subject to some written reprimand, assessment or penalty. However, this provision shall not be applicable when an employee is required to appear before his/her immediate Supervisor or, in his/her absence, the person acting in his/her stead or the ~~Personnel Officer~~ **Human Resources representative** of the College to answer concerning his/her conduct or performance.

### **18.3.1 Group Grievance**

Where a number of employees in any College have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee to the Director of Personnel **Human Resources** or as designated by the College, within fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at Step No. 2 of the grievance procedure. The grievance shall then be treated throughout the balance of the grievance procedure as a single grievance.

### **18.3.2 Multi-College Issues**

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of Personnel **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.

### **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 **Human Resources** 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.

### **18.4.3.1 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:



G. Brent  
J. Devlin  
I. Hunter  
B. Keller  
**M. Cummings**

R. McLaren  
K. O'Neil  
I. Springate  
L. Tenace  
**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.

### **18.6.3 Arbitration**

If the grievor is not satisfied with the decision of the President, the grievor shall, within ten (10) days of receipt of the President's decision by notice in writing to the Director of Personnel Human Resources or College's designee, refer the matter to arbitration, as provided in this Agreement.

### **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.~~

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**APPOINTMENT OF CLASSIFICATION ARBITRATORS**

The parties agree that the Joint Classification Committee (JCC) is empowered to select up to two (2) Arbitrators to be added to the list contained in Article 18.4.3.1.

**EXTENDED HEALTH CARE PLAN**

This letter confirms that on October 1, 2005, 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.

<b>Paramedical Specialists</b>
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

**DRUG CARD**

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

Within six (6) months following September 22, 2005, 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.

**APPENDIX E(i)  
CLASSIFICATION/PAYBAND MATRIX**

- Delete

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CSJ AB

Correction to Agreed Language dated March 18, 2008

**7.6 — ~~Lead Hand Premium~~**

~~Effective until March 1, 2007, where the College determines that it is required, a Lead Hand may be designated within a work group, giving due consideration to the ability, qualifications required for the position and seniority, in making the appointment. Where the College assigns an employee to Lead Hand responsibilities, the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over his/her current classification rate for all hours worked during such assignment.~~


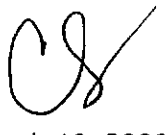
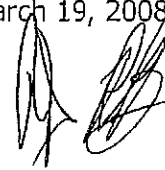
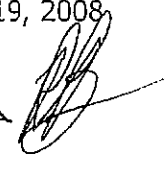
~~The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.~~

**7.6.1 Lead Hand Premium for Temporary Assignments**

~~Effective March 1, 2007, Where the College temporarily assigns an employee to Lead Hand responsibilities, in accordance with the Letter of Understanding entitled "Lead Hand Definition", the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over his/her current hourly wage for all hours worked during such assignment.~~

~~The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.~~

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Agreed to March 19, 2008  
 

### 3.1 Union Acknowledgements

The Union acknowledges that it is the exclusive function of the Colleges to:

- maintain order, discipline and efficiency;
- hire, discharge, transfer, classify, assign, appoint, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance as provided for in this Agreement;
- generally to manage the College and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and **positions** classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

The Colleges agree that these functions will be exercised in a manner consistent with the provisions of this Agreement.

### 7.7 Special Allowance

On September 1, **or in the pay immediately preceding September 1**, 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.

### LAYOFF/RECALL PROCESS - BUMPING

For clarity, the parties agree that the following **illustrative** examples demonstrates the general sequence of assignment which occurs pursuant to Article 15.4.3, after March 1, 2007. ~~Please refer to the Collective Agreement dated September 1, 2003 to August 31, 2005 for the example of the process prior to March 1, 2007.~~

#### **Illustrative Example 1:**

Assuming that an employee in payband C is to be laid off and no vacant position exists in payband C, the employee is first considered to replace the most junior employee in his/her payband. If the employee cannot satisfactorily perform the core duties and responsibilities of the job, then he/she is considered to replace the next most junior person in his/her payband, and so on. Once all positions in the employee's payband that are held by **more junior** employees are considered, and it is determined that the employee cannot satisfactorily perform the core duties and responsibilities of the job, vacancies in payband B are considered.

Assuming no suitable vacancies in payband B exist, the position held by **the most junior** employee in payband B is considered. If the employee cannot satisfactorily perform the core

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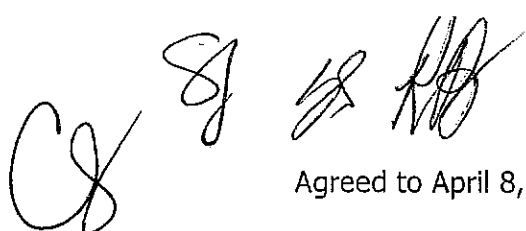
Agreed to March 19, 2008

duties and responsibilities of the job, the position held by the next most junior employee in payband B is considered, and so on until all positions held by **more junior** employees in payband B are considered. If none are suitable, vacant positions in payband A are considered, etc. The employee will be assigned to the first position identified pursuant to this sequence for which he/she can satisfactorily perform the core duties and responsibilities of the job.

**Illustrative Example 2:**

**Employee #1 is in a position evaluated at payband D and is grand-parented at payband E (wage) and payband F (Article 15). For bumping purposes, Employee #1's rights start at payband F. Following the sequence above, if a vacant position in payband F does not exist, then consideration is given to a position in payband F held by a more junior employee. If Employee #1 can satisfactorily perform the core duties and responsibilities of the position in payband F held by the junior employee (Employee #2), then Employee #1 is assigned to both that position and the appropriate wage rate in payband F. Employee #1 is no longer grand-parented for any purpose. Employee #2 is grand-parented at payband G (wage and Article 15). Therefore, for bumping purposes, Employee #2's rights start at payband G and the steps outlined above are followed. If Employee #1 cannot satisfactorily perform the core duties and responsibilities of any position in payband F, then vacancies in payband E are considered. Assuming no suitable vacancies in payband E exist, the position in payband E held by the most junior employee is considered. If Employee #1 cannot satisfactorily perform the core duties and responsibilities of the job, the position in payband E held by the next most junior employee is considered, and so on until all positions in payband E held by more junior employees are considered. If none are suitable, vacant positions in payband D are considered, etc. Employee #1 will be assigned to the first position identified pursuant to this sequence for which he/she can satisfactorily perform the core duties and responsibilities of the job and the corresponding wage rate for that position. Employee #1 is no longer grand-parented for any purpose.**

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Agreed to April 8, 2008

## 6.7 Averaging Hours Worked

### 6.7.1 Union Discussions

Notwithstanding Articles 6.1 to 6.6, 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. Once each 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 **and if requested, the College shall provide the Local Union with the data used by the College in its review.** 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 6.6.

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Agreed to May 15, 2008

4.6 **Harassment**

**4.6.1 Sexual Harassment**

[existing 4.6 language]

**4.6.2 Bullying/Psychological Harassment**

**The College shall make reasonable provisions to ensure that employees have the right to be free from bullying/psychological harassment as defined within this article. The College and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.**

**Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:**

- **takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or**
- **affects an employee's dignity, or psychological or physical integrity, and/or**
- **results in a harmful work environment.**

**Examples of bullying/psychological harassment include, but are not limited to, the following:**

- **berating/belittling an individual;**
- **repeated unwarranted criticism;**
- **undermining or deliberately impeding a person's work;**
- **spreading malicious rumours or gossip that is not true;**
- **physical gestures intended to intimidate, offend, degrade or humiliate an individual.**

**Reasonable action by a College, a manager and/or a supervisor in the course of managing the workplace is not bullying/psychological harassment.**

**Examples of this include, but are not limited to, the following:**

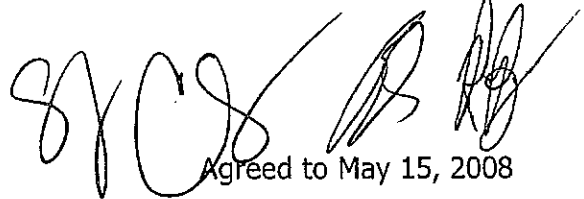
- **the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;**
- **a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance.**

**The parties recognize that bullying/psychological harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:**

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the President or his/her designate and who is not the person against whom the complaint is made;
- frivolous allegations of bullying/psychological harassment that are unfounded, will be treated as a disciplinary offence, that could lead to dismissal;
- allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.

It is agreed that the complainant may choose a Union representative to assist him/her in presenting the complaint.





Agreed to May 15, 2008

**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              |
| <del>G. Brent</del>       | P. Picher              |
| J. Devlin                 | <del>M. Saltman</del>  |
| R. Howe                   | G. Simmons             |
| W. Kaplan                 | S. Tacon               |
| B. Keller                 | L. Tenace              |
| R. MacDowell              | <del>G. Thorne</del>   |
| K. O'Neil                 | K. Whitaker            |
| <b><u>M. Cummings</u></b> | <b><u>L. Davie</u></b> |
| <b><u>S. Raymond</u></b>  |                        |

- 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.

## 7.5 Shift Premium

The College shall pay a shift premium of **seventy-five (75)** cents per hour for all regular hours worked between 5 p.m. and midnight and **one dollar (\$1.00)** per hour for all regular hours worked between midnight and 6 a.m. Where more than fifty per cent (50%) of the hours worked on any regular shift fall within a period attracting the higher premium, the higher premium shall be paid for all regular hours worked.

## 7.7 Special Allowance

~~On September 1, 2008 or in the pay immediately preceding September 1, 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).~~

**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.

### 8.1.6 Dental

The Colleges agree, during the term of this Agreement, to pay one hundred per cent (100%) of the billed premiums of an insured dental plan for coverage of eligible full-time employees on the active payroll who have completed their probationary period. The Plan provides coverage for Basic Services, Endodontics and Periodontics, Restorative Dental and Surgical Procedures and Prosthodontic Services including dentures (Types A, B, C) and the ODA schedule for the immediately preceding year, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for Types A, B, C shall be **\$2,500.00** per person per plan year.

In addition, the Plan will provide coverage on a non-cosmetic basis for crowns and bridges to be reimbursed at fifty per cent (50%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for the crowns and bridges coverage (Type E) shall be **\$2,500.00** per person per plan year.

The Colleges will pay one hundred per cent (100%) of the billed premium for an insured dental plan with Orthodontics Procedures with \$2,500.00 lifetime maximum per person covered regardless of age and fifty per cent (50%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan.

Employees may opt out if, in their judgment, they have full coverage through a spouse's Plan. Details of the Plan are published in the revised Group Benefit Plan booklet.

### 8.1.9 Spousal and Dependent Insurance

Effective during the term of this Agreement, the Colleges shall arrange for Dependent and Spousal Insurance coverage for purchase by employees of **\$15,000.00** for spouse and **\$3,000.00** for each child, the premiums to be entirely paid by the employee by payroll deduction, subject to enrolment requirements, if any.

The Colleges will also arrange to have provided spousal supplementary life insurance on a voluntary basis in units of \$10,000.00 each to a maximum of **six (6)** units, subject to enrolment requirements, if any. The employee shall pay one hundred per cent (100%) of the monthly premiums through payroll deduction.

### 8.1.10 Vision Care

During the term of the Agreement, the Colleges agree to pay seventy-five per cent (75%) of the premiums for a Vision Care Plan providing coverage to a maximum of **four hundred dollars (\$400.00)** each two (2) years for persons eighteen (18) years of age and over and **four hundred dollars (\$400.00)** each one (1) year for persons under eighteen (18) years of age for glasses, frames, and contact lenses, subject to eligibility requirements and enrolment requirements, and the balance of the premium shall be deducted by payroll deduction.

### 13.2.1 Safety Devices

The College will **reimburse an employee for** ~~pay to employees an annual allowance to assist in defraying~~ the cost of certain types of protective devices, as follows:

#### 13.2.1.1 Footwear

Where an employee is required by the College or by legislation, in order to perform his/her duties, to acquire and wear protective footwear, **the employee shall provide the College with proof of purchase by March 1 each year and** the College shall **reimburse** such employee, on the first pay day in April in each year, **up to a maximum of one hundred and fifty dollar (\$150.00)**. ~~The employee shall provide evidence, if required, that protective footwear was purchased.~~

In situations other than the foregoing, the College may, in its discretion, (which discretion shall not be unreasonably exercised) **reimburse such expense** where it is recommended by the health and safety committee constituted under the *Occupational Health and Safety Act*.

**13.2.1.2 Eye Protection**

Where an employee is required by the College or by legislation, in order to perform his/her duties, to acquire and wear prescription eye protection, **the employee shall provide the College with proof of purchase by March 1 each year and** the College shall **reimburse** to such employee, on the first pay day of April in each year, **up to a maximum** of twenty dollars (\$20.00); in situations other than the foregoing, the College, may in its discretion, (which discretion shall not be unreasonably exercised) **reimburse such expense** where it is recommended by the health and safety committee constituted under the *Occupational Health and Safety Act*.

[date of ratification]

**Mr. Warren (Smokey) Thomas**

President  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear **Sir**:**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, **2011**, 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,  
**D. Sinclair**  
Executive Director  
College Compensation and Appointments Council

[date of ratification]

**Mr. Warren (Smokey) Thomas**  
**President, Ontario Public Service Employees Union**  
**100 Lesmill Road**  
**North York, Ontario**  
**M3B 3P8**

**Dear Sir:**

**INITIATIVES/OPPORTUNITIES**

**The terms of this Letter of Understanding apply to "Initiatives/Opportunities" bargaining unit positions. An "Initiative/Opportunities" position is a position within the Support Staff bargaining unit, in which the established termination date is known at the time the position is created and forms part of the employment contract with the individual who is selected for the position. An "Initiatives/Opportunities" position will not be used to replace existing full-time Support Staff bargaining unit positions. All provisions of the Collective Agreement, except for Article 15, shall apply.**

**The College shall inform the Local Union of its intent to create an "Initiative/Opportunities" position, its rationale and the termination date. The College will hear any representations by the Local Union prior to implementing such a position, provided such representations are made promptly.**

**The "Initiative/Opportunities" position may not exceed twenty-four (24) consecutive months unless extended with written agreement of the Local Union.**

**All "Initiative/Opportunities" positions shall be posted pursuant to Article 17.1 and 17.1.1.**

**Should an existing full-time bargaining unit member be selected to fill such a position, the resultant vacancy shall be filled in accordance with provisions contained within Appendix D. An existing full-time bargaining unit member who is selected or assigned to fill such a position shall be paid in accordance with the appropriate wage rate for the position and shall continue to receive all the terms of the Collective Agreement to which he/she is entitled. The employee will have the right to return to his/her regular position or its equivalent at the conclusion of the "Initiative/Opportunities" position.**

**This Letter of Understanding will expire on August 31, 2011, 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,**  
**D. Sinclair**  
**Executive Director**  
**College Compensation and Appointments Council**

**APPENDIX E  
HOURLY WAGE GRIDS**

**September 1, 2008**

<b>Payband</b>	<b>Start</b>	<b>6 month</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>
A	16.22	16.72	17.22	17.75	18.28	18.81
B	17.19	17.73	18.26	18.81	19.36	19.95
C	18.29	18.86	19.44	20.01	20.61	21.23
D	19.60	20.15	20.78	21.39	22.05	22.70
E	21.07	21.71	22.36	23.02	23.72	24.43
F	22.74	23.43	24.13	24.86	25.60	26.36
G	24.57	25.33	26.07	26.85	27.68	28.49
H	26.58	27.39	28.22	29.07	29.92	30.85
I	28.81	29.66	30.55	31.47	32.41	33.39
J	31.16	32.09	33.05	34.04	35.07	36.13
K	33.74	34.76	35.79	36.86	37.97	39.12
L	36.52	37.62	38.74	39.89	41.11	42.33

**September 1, 2009**

<b>Payband</b>	<b>Start</b>	<b>6 month</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>
A	16.71	17.22	17.74	18.28	18.83	19.37
B	17.71	18.26	18.81	19.37	19.94	20.55
C	18.84	19.43	20.02	20.61	21.23	21.87
D	20.19	20.75	21.40	22.03	22.71	23.38
E	21.70	22.36	23.03	23.71	24.43	25.16
F	23.42	24.13	24.85	25.61	26.37	27.15
G	25.31	26.09	26.85	27.66	28.51	29.34
H	27.38	28.21	29.07	29.94	30.82	31.78
I	29.67	30.55	31.47	32.41	33.38	34.39
J	32.09	33.05	34.04	35.06	36.12	37.21
K	34.75	35.80	36.86	37.97	39.11	40.29
L	37.62	38.75	39.90	41.09	42.34	43.60

**September 1, 2010**

<b>Payband</b>	<b>Start</b>	<b>6 month</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>
A	17.21	17.74	18.27	18.83	19.39	19.95
B	18.24	18.81	19.37	19.95	20.54	21.17
C	19.41	20.01	20.62	21.23	21.87	22.53
D	20.80	21.37	22.04	22.69	23.39	24.08
E	22.35	23.03	23.72	24.42	25.16	25.91
F	24.12	24.85	25.60	26.38	27.16	27.96
G	26.07	26.87	27.66	28.49	29.37	30.22
H	28.20	29.06	29.94	30.84	31.74	32.73
I	30.56	31.47	32.41	33.38	34.38	35.42
J	33.05	34.04	35.06	36.11	37.20	38.33
K	35.79	36.87	37.97	39.11	40.28	41.50
L	38.75	39.91	41.10	42.32	43.61	44.91



**APPENDIX G  
SUMMER STUDENT WORKERS**

1. The terms of this Appendix apply to students employed temporarily for more than twenty-four (24) hours per week during the period of May 1 to August 31 inclusive.
2. No bargaining unit employee shall be laid off or have his/her normal hours or weeks of work reduced as a direct result of the hiring of these students.
3. The College shall notify the Local Union of both the start and planned termination dates of employment.
4. The students shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.
5. The students may be released by the College before the termination date.
6. The students shall be paid an hourly wage rate not less than **the student minimum wage set out in the *Employment Standards Act*.**
7. The students shall be entitled to the provisions of Articles 6.2 and 7.5 of the Agreement.
- 8. Students will be granted holidays/holiday pay in accordance with Article 10 except that the holidays shall be limited to Victoria Day, Dominion Day and Civic Holiday. Articles 10.2 and 10.7 shall not apply.**
- 9.** Students covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.
- 10.** In addition to the hourly rate of pay, the student shall receive an additional four per cent (4%) in lieu of vacation.
- 11.** No other provisions of the Collective Agreement shall apply to the students unless otherwise stated in this Appendix.