Comparison of Management and Union Offers

What follows is an Article-by-Article comparison of the College Employer Council's final offer, tabled in the morning of November 6, and the Union's final proposal, tabled in the evening of the same day.

Management's offer contains serious concessions that would:

- Allow the Council to avoid applying Bill 148's equal pay for equal work provisions to partial-load.
- Gut Article 2 and impair the ability of the union to create more full-time positions.
- Weaken workload protections to allow for unlimited overtime and unlimited teaching weeks.
- Allow management to narrow the scope of faculty professional development, to deny PD, and to micro-manage it.
- Reduce the credit that faculty get for post-secondary education when calculating starting salary.
- Allow for partial-load coordinators to be paid less.
- Include an "Academic Freedom" letter of understanding that actually leaves faculty worse off in terms of academic decision-making.
- Create a Return-to-Work nightmare in which full-time and partial-load faculty will not be properly compensated for the work necessary to complete the semester.

Both offers also contain items agreed-to by the Council and the Union, including significant gains around partial-load seniority, benefits, the impact of student accommodations on workload, and the Provincial Joint Task Force that will examine collegial governance, faculty complement, precarious work, and intellectual property.

Accepting management's offer would mean unprecedented concessions in our Collective Agreement. These are changes to our CA's most important Articles that we would never get back. It would also mean that the gains the Union has been able to bargain for partial-load would be completely undermined. If we accept, then a four week strike, a four year mobilization, and a province-wide movement for the rights of precarious workers would have all been for nothing.

Voting **NO** on management's offer will enable faculty to win historic gains for partial-load, full-time faculty complement, and academic freedom. It will change the college system forever, and improve the working conditions of all future faculty, and the quality of learning for all future students.

Management's Offer	Faculty's Offer
Changes Existing Article 2 Staffing in the following ways: • Council is not ending the moratorium on Article 2, it ended on September 30, 2017 because we refused their extension offer	The Union proposes status quo on Article 2, preserving the ability to hire full-time faculty. • Moratorium has expired • Keep original Article 2.03C • Add management's Article as 2.03 D.

• 2.03 A and B are existing articles; management did not add anything new • New 2.03 C removes existing language that converts sessionals into full-time positions. It removes the ability of the Union to grieve contract staffing during the period of the moratorium. • This article must stay intact in order to protect and increase full-time positions.	• Adding this article enabled the Union team to obtain important gains in other articles.
Adds new Articles 2.04 and 2.05 • The addition of these two articles is a clear concession in relation to Bill 148. • By adding this language to Article 2, management is attempting to say that the work performed by contract faculty is not "substantially similar" to that of full-time faculty. • This would mean the equal pay for equal work provisions of Bill 148 would not apply to them. • This would enshrine the inequity between contract faculty and full-time faculty into our collective agreement, and circumvent our attempt to have contract faculty treated fairly.	
ARTICLE 8 —UNION BUSINESS • Management changes to Articles 8.03 A, 8.03 B, 8.04 B and 8.05 A would severely limit the Union's ability to represent members. • Changes impair the ability of locals to release union stewards to work on behalf of members. • Changes will severely reduce the amount of time future bargaining teams can meet to prepare for negotiations.	Keep Article 8 status quo • This will preserve the Union's ability to represent its members.

ARTICLE 11— WORKLOAD Management's changes to Article 11 would gut faculty workload protections: 11.01 B1 • The proposed change to 11.01 B1 eliminates the cap on the number of weeks faculty can teach in an academic year. • This change is completely unnecessary. The current Modified Workload Arrangement language in the collective agreement addresses management's need for this type of flexibility, and ensures that members are not coerced into taking on this extra work. 11.01 B2 • As this language refers to workload, it belongs in Article 11 and not Article 2 (2.05 of management's offer). • This language is vague and does not address faculty concerns about the equivalency of teaching contact hours in different delivery modes 11.01 D3 • Management's proposed change to 11.01 D3 would remove the ability to give SWF credit for curriculum development completed in a non-teaching period. 11.01 J1 • The proposed changes to 11.01 J1 would allow for unlimited overtime. Unlimited overtime will have a direct negative effect on the number of full-time faculty in the system. • It can also lead to full-time faculty being pressured to accept overtime, and lead to undue stress on faculty.	Article 11 remains status quo except for the following changes: 11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory. • The language above keeps teaching contact hours associated with course hours 11.02 C 2 • Union negotiated Article that addresses the issue of student accommodations and workload • Updates the language • Agreed to item

11.01 H3 & 11.04 B3 • Changes to these articles expand management control over faculty professional development (PD). • This would allow managers to narrow the scope of what qualifies as PD. • This is a blatant attack on our professionalism and academic freedom. 11.02 C 2 • Updates the language • Agreed to item	
Articles 26 & 27 • Agreed to items	Articles 26 & 27 • Negotiated improvements for partial-load seniority, job security and progression through the salary grid. • These improvements are completely undermined by management takeaways in Articles 2 and 11.
ACADEMIC FREEDOM [NEW LETTER OF UNDERSTANDING] • Management's proposal on Academic Freedom is blatantly deceitful. • It specifies a toothless college policy and not an article in the collective agreement. • The language provides no real faculty academic freedom in the performance of our professional duties such as teaching, research, and counselling. • By not establishing a universal standard, their language will create inequity between faculty teaching at different colleges	ARTICLE 13 COPYRIGHT AND ACADEMIC FREEDOM • Our proposal on academic freedom enshrines it into the collective agreement and clearly identifies our rights, responsibilities, and limits within the article. • It gives faculty real input into how courses are taught, research is conducted, and students are supported by counsellors and librarians.
CLASS DEFINITION PROFESSOR • Without changes, the current class definition gives management total control over academic decisions.	CLASS DEFINITION PROFESSOR • This change is in-line with our proposed academic freedom language. It illustrates collegiality, and

	democratizes the performance of our respective duties as faculty members.
ARTICLE 14— SALARIES 14.03 A 3 Coordinator Allowance • Management would allow the abuse of partial-load coordinators, including paying them at a lower wage rate. • This also creates inequity in partial-load coordinator pay rates as it does not standardize them.	ARTICLE 14— SALARIES 14.03 A 3 Coordinator Allowance • Remains status quo to ensure equity and fairness.
Letter of Understanding on the Joint Task Force is agreed to by both parties.	Letter of Understanding on the Joint Task Force is agreed to by both parties. • The Union worked with government to create a provincial joint task force that is funded and facilitated by the Ministry of Advanced Education and Skills Development. • All recommendations will be considered for funding by Cabinet, with interim recommendations to be issued by May, 2018. • The Union was able to specify faculty complement, precarious work, intellectual property, and collegial governance as issues to be discussed in the Task Force.
Tentative agreement on the following Letters of Understanding: • The Letter of Understanding on the *Fair Workplace, Better Jobs Act , 2017* (Bill 148) • The Letter of Understanding on the Counsellor Class Definition • The Letter of Understanding on Intellectual Property Rights • The Letter of Understanding on the Short-Term Disability Plan	
Salary increases and benefit improvements are agreed to by the parties except for the retroactivity date of year one salary increases.	
30B CLASSIFICATION PLANS 1. APPOINTMENT FACTORS • The changes proposed by management would create a hard cap on how much formal education can be considered in starting salary calculations. This specifically harms PhD's and faculty	30B CLASSIFICATION PLANS 1. APPOINTMENT FACTORS • Keep status quo • The current formula ensures equity and fairness in hiring.

with both college diplomas and university degrees. • The unlimited discretionary steps would allow management the ability to create inequity between members from the date of hire.	
Return-to-Work Protocol • Management's RTW protocol does not include provisions for faculty overtime. • This type of language led to over 1400 grievances from the 2006 strike, the great majority of which have not been resolved. • It also does not protect partial-load faculty from over-work and exploitation.	Return-to-Work Protocol • The Union protocol ensures that for full-time faculty all work must be agreed-to by faculty and supervisor, and must be recorded on a SWF. • It includes clear provisions for overtime and provides access to the Workload Monitoring Group. • It includes protections for partial-load faculty.

Management Offer for Settlement
November 6, 2017

Highlights of Management's Offer

Wage Increases

Year 1 – 1.75% (Effective Date of Ratification)
Year 2 – 2.00% (October 1, 2018)
Year 3 – 2.00% (October 1, 2019)
Year 4 – 2.00% (October 1, 2020)

New maximum salary of $115,378 will be in place by October 1, 2020
New maximum hourly rate for partial-load employees of $154.26 by October 1, 2020

In addition to the above, further improve partial-load employees' salaries by increasing the speed with which they progress through the salary grid (Article 26.10 C)

Benefits

- Add Social Workers and Psychotherapists to the list of paramedical providers
- Increase combined maximum annual coverage for all covered paramedical services from $1,500 to $2,000
- Improved parental & pregnancy leave provisions

Staffing and Workload Proposals

- Require Colleges to give preference to creating full-time jobs instead of partial-load or sessional jobs (Article 2)
- Give partial-load employees the same rights as full-time faculty to compete for full-time jobs (Article 27.11 B)
- Enhance priority hiring rights for partial-load employees to improve their job security (Article 26.10)
- Allow the Union to object to any staffing decision and let an independent arbitrator decide if it is appropriate (Article 2)
- Reduce the need to use part-time employees by allowing teachers more flexibility to complete the teaching of a course that extends beyond the normal weekly limits (Article 11.01 B 1)
- Allow teachers more flexibility to work overtime if they wish to do so (Article 11.01 J 1)
- Ensure student accommodation requirements can be addressed when assigning workload (Article 11.02 C 2)

Academic Freedom

- Ensure every college has an academic freedom policy that reflects each college's commitment to academic excellence (Letter Re: Academic Freedom).

Government Task Force

- Agreed to request that the government establish a Task Force to explore and develop recommendations on key issues, including staffing models, governance structures, funding requirements and accessibility issues to improve student success (Letter Re: Ontario Public Colleges: the Next 50 Years).

Other Proposals

- Ensure compliance with Bill 148 (New Letter Re: Bill 148 Issues)
- Require the parties to discuss Intellectual Property issues at the provincial level (Letter Re: Intellectual Property)
- Establish a provincial joint committee to review the class definition of Counsellors (New Letter Re: Counsellor Class Definition) recognizing the changing profile of the learners
- Provide greater flexibility to increase the starting salary of new hires (Classification Plans)

WAGES INCREASES & BENEFITS

SALARY SCHEDULES

Each step of the salary schedule for full-time and partial-load employees will be increased as follows:

Year 1 – 1.75% (Effective Date of Ratification)
Year 2 – 2.00% (October 1, 2018)
Year 3 – 2.00% (October 1, 2019)
Year 4 – 2.00% (October 1, 2020)

ARTICLE 19 – OTHER INSURANCE PLANS

Extended Health Plan

19.01 A The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of $1,500. **Effective [month following the date of ratification], the Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of $2,000.**

ADDITIONAL COVERAGE

[Effective (month following the date of ratification), amend the extended health plan to include Social Workers and Psychotherapists to the list of paramedical providers.]

STAFFING & WORKLOAD PROPOSALS

ARTICLE 2 – STAFFING

2.01	The Colleges shall not reclassify professors as instructors except through the application of Article 27, Job Security.	*Protect full-time professors from reclassification.*
2.02	The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions, as defined in Article 26, Partial-Load Employees, subject to such operational requirements as the quality of the programs, their economic viability, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.	*End moratorium.* *Ensure full-time jobs are given preference over partial-load jobs.* *Allow the Union to grieve staffing issues.*
2.03 A	The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, their economic viability, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.	*Ensure full-time jobs are given preference over sessional jobs.*
2.03 B	The College will not abuse the usage of sessional appointments by combining sessional with partial-load service and thereby maintaining an employment relationship with the College in order to circumvent the completion of the minimum 12 months sessional employment in a 24 month period.	*Protect from inappropriate use of sessionals.*
[Replace Existing Article] **2.03 C**	**Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to [date of ratification] to assist in establishing a breach of either of those Articles.**	*Transition language related to the ending of moratorium.*
[New] **2.04**	**Article 2.02 and Article 2.03 do not affect the manner in which a College may utilize part-time teachers provided the College has no express intention to undermine the bargaining unit. Part-time employment**	*Establish that there are limits on the use of part-time employees.*

is not affected by the terms of the Collective Agreement, except as specifically referenced.

[Delete]
~~**Letter Re: 2014-2017 Collective Agreement**~~

Allow staffing grievances by removing the Letter of Understanding establishing the moratorium.

~~**For the duration of the existing Collective Agreement, the parties agree to:**~~

~~**(i) No full-time 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 or her work.**~~

~~**(ii) No grievances alleging a violation of Article 2.02 and 2.03 A shall be filed on or after September 1, 2014.**~~

[New]

2.05 **Assigned teaching contact hours will be used to distinguish between sessional, part-time and partial-load teachers.**

Clarify the distinction between the various employee classifications.

Courses that are delivered by teachers regardless of the delivery mode shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.

Ensure all course delivery modes are treated the same.

Part-time employees are persons who teach six hours per week or less.

Partial-load employees are persons who teach more than six hours and up to and including 12 hours per week on a regular basis.

Sessional employees are persons who teach more than 12 hours per week on a contract basis.

ARTICLE 11 – WORKLOAD

11.01 B 1 Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for teachers in post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs. **The maximum number of weeks can be exceeded in order to allow a teacher to complete teaching an assigned course if agreed between the teacher and the supervisor.**

Allow teachers, if they choose, to complete the teaching of a course that extends beyond the normal weekly limits instead of using part-time employees.

The balance of the academic year shall be reserved for complementary functions and professional development. Workload factors to be considered are:

(i) teaching contact hours
(ii) attributed hours for preparation
(iii) attributed hours for evaluation and feedback
(iv) attributed hours for complementary functions

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. **Courses that are delivered by teachers regardless of the delivery mode shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.**

Ensure all course delivery modes are treated the same.

11.01 D 3 For purposes of the formula:

(...)

(ix) Hours for curriculum review or course development assigned to a teacher on an ongoing basis, in lieu of teaching ~~**or in a non-teaching period**~~, shall be attributed on an hour for hour basis and recorded on the SWF.

Clarify that curriculum review or course development during a non-teaching period is covered by Article 11.08.

11.01 H 3 The **nature, type and** arrangements for such professional development shall be made following discussion between the supervisor and the teacher **and is** subject to agreement between the supervisor and the teacher, ~~**and such agreement**~~ **which** shall not be unreasonably withheld.

Improve the communication on professional development between faculty and their supervisor.
See also Article 11.04 B 3

11.01 J 1 Notwithstanding the above, ~~**overtime worked by a teacher shall not exceed one teaching contact hour in any one week or three total workload hours in any one week and**~~ **where a teacher exceeds the weekly teaching contact hours or the weekly total workload hours, such overtime** shall be **entirely** voluntary.

Allow teachers more flexibility to work overtime if they wish to do so.

11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:

(...)

(x) students ~~**with special needs**~~ **requiring accommodation**;

(...)

Ensure student accommodation requirements can be addressed when assigning workload.

11.04 B 3 The **nature, type and** arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor or Librarian **and is** subject to agreement between the supervisor and the Counsellor or Librarian, ~~**and such agreement**~~ **which** shall not be unreasonably withheld.

Improve the communication on professional development between faculty and their supervisor.
See also Article 11.01 H 3

ARTICLE 26 – PARTIAL-LOAD EMPLOYEES

26.03 B **The College shall endeavour to issue all contracts prior to the start of the contract.** The College shall, upon the initial hiring of a partial-load teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

26.10 Job Security

26.10 A It is agreed that Article 27, Job Security, has no application to partial-load teachers except as referred to in 27.04 A, 27.06 A (iv), (v), (vi), 27.08 B, 27.11 B and 27.12. Such partial-load teachers may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.

26.10 B For the purpose of determining the service of a partial-load teacher under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid ten months of on-the-job experience will entitle the employee to one year of service and to progress one step on the grid, except as noted in 26.10 C.

26.10 C On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the employee teaches 30 hours or more **and from October 1, 2017 (but not earlier) on the basis of one month credit for each calendar month in which the employee teaches 30 hours or more**.

Improve partial-load employees' salaries by increasing the speed with which they progress through the salary grid.

[New – Renumber subsequent article]
26.10 D

In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and the departments/schools where the partial-load employee has taught such courses.

Enhance priority hiring rights for partial-load employees.

By October 30th in each calendar year, a currently or previously employed partial-load employee must register their interest in being employed in the following calendar year. This individual will be considered a registered partial-load employee for the purpose of 26.10 E.

Enhance priority hiring rights for partial-load employees by establishing a registry.

All partial-load employees employed for all or part of the period from September 1 to December 31, 2017

Enhance priority hiring rights for current partial-load employees.

will be deemed to have registered for the 2018-2019 academic year.

26.10 E Subject to the application of Articles 2.02 and 27.06 A, **commencing in the 2018-2019 academic year**, where the **school or department within a** college determines that there is a need to hire a partial-load employee **to teach a course that has previously been taught by that registered partial-load employee in the department/school**, it will give priority in hiring to **such partial-load employee if: ~~current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment if the following conditions are met~~**

Enhance priority hiring rights for partial-load employees.

(i) **They are currently employed, or if they ~~the partial-load employee must~~** have previously been employed as a partial-load employee for at least **eight (8)** months of service as defined in 26.10 C within the last **four (**4**)** academic years, and

(ii) **The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.**

~~(ii) The partial-load employee must have previously taught the courses that form the new partial-load assignment.~~

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered. **Where two (2) or more partial-load employees would be entitled to be offered the course assignment, the employee with the most service will be offered the first opportunity.**

ARTICLE 27 – JOB SECURITY

Postings

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs **consideration shall first be given to full-time and current partial-load employees or persons who have been partial-load employees within four (4) months prior to the posting. These applicants shall be considered internal applicants.**

Give partial-load employees the same rights as full-time faculty to compete for new full-time jobs.

~~and~~ If the vacancy is not filled internally, the College will give consideration to applications received from academic

employees laid off at other Colleges before giving consideration to other external applicants. ~~**For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within four months prior to the posting shall be considered internal applicants**~~. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the competence, skill and experience of the applicants in relation to the requirements of the vacant position.

ACADEMIC FREEDOM

[NEW LETTER OF UNDERSTANDING]
RE: ACADEMIC FREEDOM

Every College will have an academic freedom policy. The Policy will recognize that academic freedom is fundamental to the realization and preservation of the Colleges' commitment to academic excellence. The purpose of the Policy will be to define the rights, obligations and limitations related to academic freedom. Colleges are free to develop policies reflective of their individual cultures however they will reflect the following basic elements:

- All members of the College community shall support and protect the fundamental principle of academic freedom and work collaboratively to create an environment of tolerance and mutual respect. Every member of the College community shall have the opportunity to work, teach and learn in an environment that is free from harassment and discrimination as reflected in the collective agreement.

- Academic freedom at the College includes the right to enquire about, investigate, pursue and speak freely about academic issues without fear of impairment to position or other reprisal.

- The exercise of academic freedom is subject to the following responsibilities:

    - In classes, laboratories and all learning environments, faculty members are free to discuss any aspect of a topic pertinent to the achievement of the learning outcomes of the course as documented in the course outline. Faculty shall encourage students to participate in legitimate classroom discussion and to advocate a diversity of opinions in the learning environment.

    - Academic freedom is not an absolute freedom. Academic freedom does not relieve any member of the College community from their obligations or duties inherent in the roles associated with the teaching and learning process and with student achievement of course and program learning outcomes.

    - In exercising academic freedom, employees shall be responsible for adhering to legal parameters (such as but not limited to The Human Rights Code, Criminal Code of Canada, civil liability, collective agreement obligations), institutional regulations, Ministry Directives, requirements of accrediting bodies and applicable College policies and procedures.

    - Freedom to express ideas carries with it an attendant responsibility and accountability. The College affirms that faculty shall be free to act and speak in their capacity as public citizens provided they indicate they are speaking as individuals and not acting as representatives of the College. As professionals and representatives of their institution, their discipline or field of study, faculty have a responsibility to be honest, accurate and respectful in all statements and activities.

ONTARIO PUBLIC COLLEGES: THE NEXT 50 YEARS
[NEW LETTER OF UNDERSTANDING]
RE: ONTARIO PUBLIC COLLEGES: THE NEXT 50 YEARS

The Parties agree to request the government to establish a Province-wide Task Force, facilitated by the Ministry of Advanced Education and Skills Development (MAESD), to review and explore effective means of ensuring that colleges thrive as quality academic institutions going forward, so that people in every community and occupation have the knowledge and skills that help to build a strong and successful province.

The Task Force shall include representation from key stakeholders (MAESD, the Council, CAAT Academic Faculty, CAAT Support Staff, students and employers) and will consult broadly with colleges, students, parents, faculty, support staff, employers, communities and other stakeholders to examine major issues facing the college sector in its mission to provide high quality post-secondary education and training.

Without limiting the ability of the Task Force to explore key relevant issues, the Task Force specifically will consider and develop recommendations on the following matters in relation to:

- Appropriate staffing models, including, but not limited to, faculty complement, and the issue of precarious work
- The necessary funding requirements to support the delivery of quality education and training in the Ontario college system to ensure that it is innovative, relevant and responsive
- Accessibility and student success, including student mental health and labour-market readiness
- Academic governance structures and intellectual property issues that will promote excellence in college education, research, and training

The Ministry agrees to accept and endorse this initiative, accepting signatory status as facilitator for the Task Force, entitled, Ontario's Public Colleges: The Next 50 Years.

The Ministry, by accepting and endorsing this agreement, also commits that all recommendations of the Task Force will be considered for funding by cabinet.

The government will work together with the Parties to establish the Task Force, including its terms of reference and membership, so that its work can get underway by no later than January 1, 2018. The Task Force should seek input and undertake consultations in all major regions of the province. It will report to the Minister of Advanced Education and Skills Development with interim findings no later than May 18, 2018 and a final report that will be received by the Minister by the Fall of 2018. The Minister will acknowledge receipt of the Task Force report.

The Council will agree attendance at Task Force activities as a paid duty assignment for OPSEU CAAT Academic representatives.

OTHER PROPOSALS

[New Letter of Understanding]
[Date of ratification]

Re: *Fair Workplace, Better Job Act, 2017* (Bill 148 Issues)

Within 30 days of Bill 148 becoming law, the parties will meet to negotiate consequential adjustments to the Collective Agreement language.

Should the parties fail to agree on the adjustments within one year of Bill 148 becoming law, either party can request that any outstanding issues be submitted to an arbitration board composed of a neutral Chair and a nominee for each party. Failing agreement on a Chair, the parties will request that the Ministry of Labour appoint the Chair.

Ensure that the parties will meet after the announced changes to Bill 148 are implemented. There are no monetary restrictions on what the parties can negotiate. Any disputes will be referred to third-party arbitration.

[New Letter of Understanding]
[Date of ratification]

Re: Counsellor Class Definition

The parties agree to strike a Committee to review the class definition of Counsellors under the Collective Agreement and report back to the parties prior to the expiry of the Collective Agreement commencing October 2017.

Funding for the Committee, including costs associated with research and consultation as may be mutually agreed, shall be shared equally by the parties.

This Committee shall be composed of three representatives of the Union and the Council respectively.

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

Establish a committee to review the class definition of Counsellors.

[Date of ratification]
Original: September 23, 2014

Re: Intellectual Property

The parties agree to discuss intellectual property at EERC. This discussion will commence within one year of the ~~**ratification of this**~~ Collective Agreement **becoming effective**.

Ensure that the parties will discuss Intellectual Property issues at the appropriate committee.

[Date of ratification]
Original: September 23, 2014

Re: Short-Term Disability Plan (Joint Task Force)

The parties agree to strike a joint task force to study the operation, utilization and costs of the Short-Term Disability Plan contained in Article 17 of the Collective Agreement with the intent of developing recommendations as to how to reduce the ongoing liability associated with the plan. The Task Force will forward to the parties by September 30, ~~**2015**~~ **2018** any joint recommendations for changes to the STD plan which will then be considered for inclusion into the next Collective Agreement.

Renew Letter of Understanding

The parties will each select three (3) individuals to sit on the Task Force. The Task Force will establish its own terms of reference. Available relevant information requested by the Task Force will be provided.

The expenses of the Union members of the Task Force will be treated in accordance with 8.02 and 9.02 D.

~~**September 23, 2014**~~
[Date of ratification]
Original: September 21, 1985

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to ~~**September 1, 2014**~~ **[date of ratification],** notwithstanding 36.01.

Housekeeping

[New Letter of Understanding]
[Date of ratification]

Re: Signing of the Collective Agreement

The parties agree that the contract will be signed within 30 days of ratification.

ARTICLE 8 – UNION BUSINESS

8.03 A The Colleges agree to provide paid leaves of absence for the seven employees who are the members of the Union's negotiating team. These leaves shall extend from the beginning of bargaining for a new contract until such date as

Revise the paid time-off for negotiations to better reflect the norms in other collective agreements.

it is completed, not just for the specific times at which direct negotiations are being conducted. **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 ten (10) days for meetings of the Union Negotiating Team to prepare for and to complete bargaining.**

The existing paid time-off for the Union's negotiating team (from the time notice to bargain is delivered until the time negotiations are concluded) is without precedent in other collective agreements.

8.03 B The regular ~~salary,~~ pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.03 A shall continue to be paid by the College. Such leave shall be with full accumulation of seniority. Employees on leave under this Article shall enjoy all rights provided by the Agreement and shall be deemed to have completed satisfactorily the total duties they could otherwise have been assigned.

Adjust language to correspond to the change in Article 8.03 A.

8.04 B In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:

(i) In each College, there shall be a reduction of up to 30 teaching contact hours per week (as selected by the Union Local) that ~~would~~ **could** otherwise have been assigned. For these hours the Union Local shall reimburse the College for 25% of the base salary portion of the first 15 hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next 15 hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF).

Ensure that time off for union business is credited on the current SWFs using the workload formula (not on prior assignments).

(ii) In each College there shall be a further reduction of up to 35 teaching contact hours per week (as selected by the Union Local) that ~~would~~ **could** otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF.

Ensure that time off for union business is credited on the current SWFs using the workload formula (not on prior assignments).

8.05 A The Union Local President shall advise the College President by ~~June~~ **April** 1 of each year of the employee(s) to have a reduced teaching or work assignment pursuant to the provisions of 8.04 and the College shall arrange the reductions effective for the academic year commencing September 1 subject to the availability of a suitable replacement or substitute for the employee(s) concerned and the efficient operation of the College.

Ensure that the Union Local has advised the College of the faculty who require union release time prior to workload being assigned to other faculty. This will ensure other faculty members are not inconvenienced by their assignments subsequently having to be changed to accommodate the union release.

ARTICLE 14 – SALARIES

Guidelines
Allowances - Professors

14.03 A 3 Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, which shall be determined prior to the acceptance of the designation, subject to changes as circumstances require. It is understood that coordinators do not have responsibility for the supervision or for the disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.

Those employees who are designated as coordinators will receive an allowance equal to one or two steps on the appropriate salary schedule **(for regular full-time) or wage schedule (for partial-load)**. Such allowance will be in addition to the individual's annual base salary **(for regular full-time) or existing wage rate (for partial-load).**

Clarify how partial-load faculty will be paid for coordinator duties.

ARTICLE 36 - DURATION

36.01 This Agreement shall take effect commencing on ~~September 1, 2014~~ **[date of ratification]** and shall have no retroactive effect or application and shall continue in full force and effect until September 30, ~~2017~~ **2021**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

4-year term

[Same changes will be made to the Classification Plan for Instructors]

COLLEGES OF APPLIED ARTS AND TECHNOLOGY

JOB CLASSIFICATION PLANS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT

(to be used in determining salaries for Professors and Counsellors and Librarians and Instructors)

SECTION I
CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS
FACTORS

1. APPOINTMENT FACTORS

(...)

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

~~**No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore o**~~**Only** the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment. **No credit is to be given for a year of study in which there was significant duplication of other studies.**

Adjust language to clarify that 6 years is the maximum qualification credit.

- CAAT Diploma or Post-Secondary Certificate - per year (level) completed: 1½ points (Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points (Maximum of 6 years)
- Formal integrated work/study program such as P.Eng., CA, CGA, CMA (formerly RIA), Certified Journeyperson - per year (level) completed: 1½ points (Maximum of 5 years)

The maximum credit for formal education is 6 years.

(Note that years included herein are not also to be included under Factor A)

(...)

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant ~~**up to three**~~ additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

Provide greater flexibility to increase the starting salary of new hires.

RETURN-TO-WORK PROTOCOL

1. The reduction in the annual salary for a full-time bargaining unit member will be 1/216 of the annual salary for each working day of the work stoppage. Time specified on a SWF covering the work stoppage period shall not be treated as having been worked for the purpose of Article 11.

2. During the 2017/2018 and 2018/2019 academic years, to the extent required by the College, any teaching time lost as a result of the work stoppage may be made up at the expense of time reserved for complementary functions and professional development. For clarity, this means that teachers may not be required to perform this type of work ordinarily done during the teaching or non-teaching periods to the extent that such time will now be used for teaching.

3. For the 2017/2018 academic year, the total professional development days referred to in Articles 11.01 H 1 and 11.04 B 1 shall be reduced to eight. The College may require that less be utilized, but any not utilized shall be carried over to the year 2018/2019, and may be utilized in addition to the normal allocation for that year. The College may use its best efforts to avoid this occurring.

4. Where the only change to the instructional assignment as described on the SWF in force when the work stoppage commenced is the change in the dates of the SWF period and any resultant changes to the total hours, days, and weeks, such change and resultant changes do not constitute a change in circumstances requiring an amended SWF as indicated in 11.02 A 1 (b). Any new SWF issued as a result of the work stoppage shall not require notice contained in 11.02 A 1 (a) or 11.02 A 5.

5. The notice requirement in 11.02 A 1 (a) is waived for the winter 2018 semester SWF's. Colleges will attempt to provide as much notice as is feasible.

6. No work specified on a SWF for the period of the work stoppage shall be applied to any of the workload limits in Article 11.

7. For the purposes of Article 11.01 G 2, the circumstances arising as a result of the work stoppage are deemed not to be atypical.

8. For the purposes of Article 2.03 B, Article 27, Article 32 and Appendix V, the period of the work stoppage will not be considered in determining any of the time requirements.

9. The four-week notification period for vacation will be waived for two weeks following the end of the work stoppage.

10. The resumption of salary and benefits is effective on the official return to work date.

11. The parties agree that a board of arbitration will be appointed pursuant to Article 32 to hear any faculty grievances related to workload arising from the return to work. These faculty grievances shall proceed directly to the board of arbitration whose powers are subject to Article 32. For clarity, the collective agreement as modified by this Return-to-Work Protocol applies to any grievances arising out of or related to the return to work and the board has no jurisdiction to modify, amend or vary the terms of the collective agreement as modified by this Protocol.

12. No union grievances will be filed and no unfair labour practice complaints of any kind will be continued or initiated by either party in any way arising out of any activities during the negotiations, the strike or related to the return to work.

13. There shall be no reprisals or discipline by either party arising from strike activities, including pre-strike activities.

14. Continuous services shall not be interrupted.

All previous agreed-to items are included in this offer.

All Letters of Understanding will be renewed except as modified by this offer.

The renewal of the Collective Agreement shall be in the form of the most recently expired Collective Agreement except as amended herein. All issues in dispute are hereby withdrawn.

Document U-17

November 6, 2017 6:00pm

UNION PROPOSALS

Comprehensive Offer for Settlement

Without prejudice

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff (the “Union”)

And

The College Employer Council (the “Employer”)

The Union proposes the continuation and renewal of the current provisions in the collective agreement (including relevant Schedules, Letters of Understanding, Memoranda of Agreement or Settlement, Appendices and Letters of Agreement or Understanding, Classification Plans), with the exception of the following modifications, as well as modifications contained in forthcoming proposals;

The following Union proposals are tabled without prejudice. Further the Union reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective October 1, 2017.

It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement. It must also be expressly understood that the Union may be tabling further proposals.

MEMORANDUM OF SETTLEMENT
("The Agreement")

College Employer Council (the Council)
(For Colleges of Applied Arts and Technology)

("the Employer")

- and –

Ontario Public Service Employee's Union
(For Academic Employees)

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Academic Employees Collective Agreement as amended by all items agreed to in bargaining. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit. The ratification process will be completed by both parties on or before _____ , unless agreed otherwise.
2. The renewal of the Academic Employees Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 30st day of September 2021.
3. The parties agree to meet to determine additions and/or deletions to the arbitrators in Article 32.03 B and agree that the list will be no less than twenty (20) names and will include Francophone arbitrators. It is understood that the list will be finalized by October 31,2017,
4. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective October 1, 2017.
6. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary.
7. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
8. All issues in dispute are hereby withdrawn

Dated at Toronto, this _____ day of _____ 2017.

For the Union:

_____
_____
_____
_____
_____
_____

For the Employer:

_____
_____
_____
_____
_____
_____

ARTICLE 2
STAFFING

All Article 2 remains status quo except for the following addition

[NEW]
2.03 D **Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to [date of ratification] to assist in establishing a breach of either of those Articles.**

Transition language related to the ending of Article 2 grievance freeze.

ARTICLE 11
WORKLOAD

All Article 11 remains status quo except for changes below

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. ~~**Courses that are delivered by teachers**~~ **rRegardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.**

Ensure all course delivery modes are treated the same.

11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:

(…)

(x) students ~~**with special needs**~~ **requiring accommodation;**

(…)

Ensure student accommodation requirements can be addressed when assigning workload.

ARTICLE 13
COPYRIGHT AND ACADEMIC FREEDOM

13.01 [Present language stays]

13.02 **Academic freedom is fundamental to the realization and preservation of the Colleges' commitment to academic excellence. The purpose of this article is to define the rights and obligations related to academic freedom.**

13.03 **All members of the College community shall support and protect the fundamental principle of academic freedom.**

Defines the specific faculty rights that academic freedom entails. Reflects language in other Canadian colleges.

13.04 **Every faculty member is ~~entitled~~ able to exercise academic freedom in the performance of his/her duties. Academic freedom at the College includes the right to enquire about, investigate, pursue, teach and speak freely about academic issues without fear of impairment to position or**

Affirms faculty ability to make academic decisions about their courses.

other reprisal.

~~**13.05 Faculty academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures:**~~

~~**(i) Freedom in the conduct of teaching and the performance of duties;**~~

~~**(ii) Freedom in undertaking research and publishing or making public the results thereof; and**~~

~~**(iii) Freedom from institutional censorship.**~~

13.06 The exercise of academic freedom is subject to the following responsibilities:

(i) In exercising academic freedom, employees shall be responsible for adhering to legal parameters (such as but not limited to The Human Rights Code, Criminal Code of Canada, civil liability, collective agreement obligations), institutional regulations, Ministry Directives, and requirements of accrediting bodies.

(ii) Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising such freedom, faculty have a responsibility to respect the academic freedom and rights of other members of the college community.

(iii) The College affirms that faculty shall be free to act and speak in their capacity as public citizens provided they indicate they are speaking as individuals and not acting as representatives of the College.

Article 26
PARTIAL-LOAD EMPLOYEES

26.03 B **The College shall endeavour to issue all contracts prior to the start of the contract.** The College shall, upon the initial hiring of a partial-load teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

Requires the college to issue contracts earlier, while retaining flexibility.

26.10 Job Security

26.10 C On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the employee teaches 30 hours or more **and from October 1, 2017 (but not**

Clarifies progression on salary schedule and reflects all work done during academic year.

earlier) on the basis of one month credit for each calendar month in which the employee teaches 30 hours or more.

Enhances seniority for partial-load faculty.

[NEW – Renumber subsequent article]

26.10 D **In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and the departments/schools where the partial-load employee has taught such courses.**

Strengthens language on seniority and job security for partial-load faculty.

By October 30th in each calendar year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following calendar year. This individual will be considered a registered partial-load employee for the purpose of 26.10 F.

All partial-load employees employed for all or part of the period from September 1 to December 31, 2017 will be deemed to have registered for the 2018-2019 academic year.

26.10 E Subject to the application of Articles 2.02 and 27.06 A**, commencing in the 2018-2019 academic year**, where the **school or department within a** college determines that there is a need to hire a partial-load employee **to teach a course that has previously been taught by that registered partial-load employee in the department/school**, it will give priority in hiring to **such partial-load employee if:** ~~current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment if the following conditions are met~~

Clarifies role of seniority in assigning work to partial-load faculty and improves language on equity and diversity in hiring.

(i) **They are currently employed, or if they** ~~the partial-load employee must~~ have previously been employed as a partial-load employee for at least **eight (**8**)** months of service as defined in 26.10 C within the last **four (**4**)** academic years, and

(ii) **The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.**

~~(ii) The partial-load employee must have previously taught the courses that form the new partial-load assignment.~~

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered. **Where two (2) or more partial-load employees would be entitled to be offered the course assignment, the employee with the most service will be offered the first opportunity.**

ARTICLE 27 – JOB SECURITY

Postings

Give partial-load employees the same rights as full-time faculty to compete for new full-time jobs

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs **consideration shall first be given to full-time and current partial-load employees or persons who have been partial-load employees within four (4) months prior to the posting. These applicants shall be considered internal applicants.**

~~and~~ **If the vacancy** is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. ~~For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within four months prior to the posting shall be considered internal applicants.~~ Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the competence, skill and experience of the applicants in relation to the requirements of the vacant position.

CLASSIFICATION DEFINITIONS FOR

POSITIONS IN THE ACADEMIC BARGAINING UNIT

(to be used in conjunction with the Job Classification Plans for positions in the Academic Bargaining Unit.)

CLASS DEFINITION

Updates definition to be in line with new academic freedom Article 13.

PROFESSOR

~~Under the direction of~~ **In consultation with** the senior academic officer of the College or designate, a Professor is responsible for providing academic leadership and for developing an effective learning environment for students.

[NEW LETTER OF UNDERSTANDING]
RE: ONTARIO PUBLIC COLLEGES: THE NEXT 50 YEARS

The Parties agree to request the government to establish a Province-wide Task Force, facilitated by the Ministry of Advanced Education and Skills Development (MAESD), to review and explore effective means of ensuring that colleges thrive as quality academic institutions going forward, so that people in every community and occupation have the knowledge and skills that help to build a strong and

successful province.

The Task Force shall include representation from key stakeholders (MAESD, the Council, CAAT Academic Faculty, CAAT Support Staff, students and employers) and will consult broadly with colleges, students, parents, faculty, support staff, employers, communities and other stakeholders to examine major issues facing the college sector in its mission to provide high quality post-secondary education and training.

Without limiting the ability of the Task Force to explore key relevant issues, the Task Force specifically will consider and develop recommendations on the following matters in relation to:

- Appropriate staffing models, including, but not limited to, faculty complement, and the issue of precarious work
- The necessary funding requirements to support the delivery of quality education and training in the Ontario college system to ensure that it is innovative, relevant and responsive
- Accessibility and student success, including student mental health and labour-market readiness
- Academic governance structures and intellectual property issues that will promote excellence in college education, research, and training

The Ministry agrees to accept and endorse this initiative, accepting signatory status as facilitator for the Task Force, entitled, Ontario's Public Colleges: The Next 50 Years.

The Ministry, by accepting and endorsing this agreement, also commits that all recommendations of the Task Force will be considered for funding by cabinet.

The government will work together with the Parties to establish the Task Force, including its terms of reference and membership, so that its work can get underway by no later than January 1, 2018. The Task Force should seek input and undertake consultations in all major regions of the province. It will report to the Minister of Advanced Education and Skills Development with interim findings no later than May 18, 2018 and a final report that will be received by the Minister by the Fall of 2018. The Minister will acknowledge receipt of the Task Force report.

The Council will agree attendance at Task Force activities as a paid duty assignment for OPSEU CAAT Academic representatives.

Accept The Council's proposal.

Letter of Understanding [NEW]
[Date of ratification]
Re: Fair Workplaces, Better Jobs Act, 2017 (Bill 148 Issues)

Within 30 days of Bill 148 becoming law, the parties will meet to negotiate consequential adjustments to the Collective Agreement language.

Adopt a timeline for adjustments.

Should the parties fail to agree on the adjustments within one year of Bill 148 becoming law, either party can request that any outstanding issues be submitted to an arbitration board composed of a neutral Chair and a nominee for each party. Failing agreement on a Chair, the parties will request that the Ministry of Labour appoint the Chair.

[New Letter of Understanding]
[Date of ratification]

Re: Counsellor Class Definition

Accept The Council's proposal.

The parties agree to strike a Committee to review the class definition of Counsellors under the Collective Agreement and report back to the parties prior to the expiry of the Collective Agreement commencing October 2017.

Establishes a committee to update definition to reflect current practices, realities and legislation for counsellors.

Funding for the Committee, including costs associated with research and consultation as may be mutually agreed, shall be shared equally by the parties.

This Committee shall be composed of three representatives of the Union and the Council respectively.

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

Letter of Understanding
Original: September 23, 2014
Re: Intellectual Property

Agree to The Council's proposal

The parties agree to discuss intellectual property at EERC. This discussion will commence within one year of the **ratification of this** Collective Agreement **becoming effective**.

[Date of ratification]
Original: September 23, 2014

Re: Short-Term Disability Plan (Joint Task Force)

The parties agree to strike a joint task force to study the operation, utilization and costs of the Short-Term Disability Plan contained in Article 17 of the Collective Agreement with the intent of developing recommendations as to how to reduce the ongoing liability associated with the plan. The Task Force will forward to the parties by September 30, ~~**2015**~~ **2018** any joint recommendations for changes to the STD plan which will then be considered for inclusion into the next Collective Agreement.

The parties will each select three (3) individuals to sit on the Task Force. The Task Force will establish its own terms of reference. Available relevant information requested by the Task Force will be provided.

The expenses of the Union members of the Task Force will be treated in accordance with 8.02 and 9.02 D.

~~**September 23, 2014**~~
[Date of ratification]
Original: September 21, 1985

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to ~~**September 1, 2014**~~ **[date of ratification],** notwithstanding 36.01.

[New Letter of Understanding]
[Date of ratification]

Re: Signing of the Collective Agreement

Need 45 days for ratification for translation

The parties agree that the contract will be signed within 45 days of ratification.

ARTICLE 36 – DURATION

36.01 This Agreement shall take effect commencing on ~~**September 1, 2014**~~ **[date of ratification]** and shall have no retroactive effect or application and shall continue in full force and effect until September 30, ~~**2017**~~ **2021**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

MONETARY PROPOSALS

Article 14

SALARIES

Compensation Adjustments:
(ATB = across-the-board to all salary steps)

- Year 1 – 1.75% (October 1, 2017)
- Year 2 – 2.00% (October 1, 2018)
- Year 3 – 2.00% (October 1, 2019)
- Year 4 – 2.00% (October 1, 2020)
- ~~In year two (2) of Collective Agreement remove bottom step from each of the salary grids and add a step to the top of each grid.~~

OTHER INSURANCE PLANS

ARTICLE 19 – OTHER INSURANCE PLANS

Extended Health Plan

19.01 A The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of $1,500. **Effective [month following the date of ratification], the Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of $2,000.**

ADDITIONAL COVERAGE

[Effective (month following the date of ratification), amend the extended health plan to include Social Workers and Psychotherapists to the list of paramedical providers.]

All previous agreed-to items are included in this offer.

Return-To-Work Agreement to follow