

# Management Offer for Settlement - August 31, 2011

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## Summary of Management's Monetary Proposals

### Wage Increases

Year 1 – 1.5%  
Year 2 – 1.5%  
Year 3 – 1.75%

Wage increases are provided in each year. (Note: the Ministry of Labour's Collective Bargaining Highlights Report for July 2011 indicates that the current average increase in public sector collective agreements is 1.2 per cent.)

### Article 7.1 - Wage Rates

The ranges of wage rates are as set out in Appendix E hereto on the effective dates as provided therein.

<b>APPENDIX E YEAR 1 – 1.5% HOURLY WAGE RATE</b>						
Payband	Start	6 month	1 year	2 years	3 years	4 years
A	17.47	18.01	18.54	19.11	19.68	20.25
B	18.51	19.09	19.66	20.25	20.85	21.49
C	19.70	20.31	20.93	21.55	22.20	22.87
D	21.11	21.69	22.37	23.03	23.74	24.44
E	22.69	23.38	24.08	24.79	25.54	26.30
F	24.48	25.22	25.98	26.78	27.57	28.38
G	26.46	27.27	28.07	28.92	29.81	30.67
H	28.62	29.50	30.39	31.30	32.22	33.22
I	31.02	31.94	32.90	33.88	34.90	35.95
J	33.55	34.55	35.59	36.65	37.76	38.90
K	36.33	37.42	38.54	39.70	40.88	42.12
L	39.33	40.51	41.72	42.95	44.26	45.58

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**APPENDIX E  
YEAR 2 – 1.5%  
HOURLY WAGE RATE**

Payband	Start	6 month	1 year	2 years	3 years	4 years
A	17.73	18.28	18.82	19.40	19.98	20.55
B	18.79	19.38	19.96	20.55	21.16	21.81
C	20.00	20.61	21.24	21.87	22.53	23.21
D	21.43	22.02	22.71	23.38	24.10	24.81
E	23.03	23.73	24.44	25.16	25.92	26.69
F	24.85	25.60	26.37	27.18	27.98	28.81
G	26.86	27.68	28.50	29.35	30.26	31.13
H	29.05	29.94	30.84	31.77	32.70	33.72
I	31.48	32.42	33.39	34.39	35.42	36.49
J	34.05	35.07	36.12	37.20	38.32	39.49
K	36.87	37.98	39.12	40.29	41.50	42.75
L	39.92	41.12	42.34	43.60	44.93	46.27

**APPENDIX E  
YEAR 3 – 1.75%  
HOURLY WAGE RATE**

Payband	Start	6 month	1 year	2 years	3 years	4 years
A	18.04	18.60	19.15	19.74	20.33	20.91
B	19.12	19.72	20.30	20.91	21.53	22.19
C	20.35	20.98	21.61	22.25	22.93	23.62
D	21.80	22.40	23.10	23.78	24.52	25.24
E	23.43	24.14	24.86	25.60	26.37	27.16
F	25.28	26.05	26.84	27.65	28.47	29.31
G	27.33	28.17	28.99	29.86	30.79	31.68
H	29.56	30.46	31.38	32.33	33.27	34.31
I	32.03	32.99	33.97	34.99	36.04	37.13
J	34.64	35.68	36.75	37.85	39.00	40.18
K	37.52	38.65	39.80	41.00	42.22	43.50
L	40.62	41.84	43.08	44.36	45.71	47.08

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## Additional Monetary Proposals

### 1. Article 5.1.3 - Union Negotiating Committee

Leave of absence shall be granted to not more than seven (7) employee representatives selected to negotiate the renewal of the Collective Agreement **commencing ninety (90) days prior to the expiry of the collective agreement until ratification of the new agreement. Thirty (30) days of this period shall be a paid leave of absence. The Union shall reimburse the College for all pay during the remainder of the leave. In addition, these employees shall be granted up to a maximum of ten (10) paid days prior to the ninety (90) day period to prepare for bargaining.** ~~for necessary time off including travel time, direct negotiating time, and necessary preparation time. The Union shall reimburse the College for all pay during such leave except for the days scheduled by the parties for direct negotiations and up to a maximum of ten (10) days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.~~

-provides 10 additional days paid for by the employer

-provides a 90 day release for 7 employee representatives on the union bargaining team

### 2. Article 5.1.2 - Leave of Absence – Union Representatives

Leave of absence with pay may be granted to:

- employee representatives who attend meetings with College representatives on provincial matters;
- employee representatives who are members of the Employee/Employer Relations Committee, the Joint Insurance Committee (Support Staff), Grievance Scheduling Committee, the CAAT Pension Plan and the Joint Classification Committee for the days of necessary attendance at meetings of such committees;

The Union shall reimburse the College for ~~fifty per cent (50%)~~ **one hundred per cent (100%)** of all pay during leaves of absence under Article 5.1.2. The College will endeavour to bill quarterly.

-provides for 100% union paid leave for employee representatives attending joint provincial committee meetings

### 3. Article 5.2 - Time Off

In addition to time off granted under Articles 5.1 and 18.2.6, the College recognizes that additional time off during regular working hours may be necessary for the purpose of assisting employees and the Local Union in the administration of the Collective Agreement and the business directly pertinent thereto. In such a case, the Local Union may advise the College of up to three (3) employees who may be appointed or designated hereunder, it being understood that any time off granted shall not hinder or interfere with the regular performance of the

-increases the amount of local union release time by up to 30% and increases the percentage of release time paid for by the union to 50%

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employee's duties and responsibilities.

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

- a maximum of ~~twelve (12)~~ **fifteen (15)** hours per week, where the Support Staff complement at a College is less than two hundred (200) employees, or
  - a maximum of ~~fifteen (15)~~ **eighteen (18)** hours per week, where the Support Staff complement at a College is two hundred (200) employees or more, but less than three hundred and fifty (350) employees, or
  - a maximum of ~~eighteen (18)~~ **twenty-four (24)** hours per week, where the Support Staff complement at a College is three hundred and fifty (350) or more.
  - the Local Union shall reimburse the College for ~~twenty-five per cent (25%)~~ **fifty per cent (50%)** of all pay for any leaves of absence granted hereunder on a regular basis as billed by the College.
- a reconciliation of hours will be provided to the College by the Local Union at the end of every quarter, based on the calendar year.**

-requires the union to provide a reconciliation of local union hours to the College every 3 months

#### 4. 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. **summer vacation period (typically mid-April to early September).**
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.

-recognizes variation in annual end dates of the spring semester and start dates of the fall semester

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<p>5. The students may be released by the College before the termination date.</p> <p>6. The students shall be paid an hourly wage rate not less than the <del>student</del> minimum wage set out in the <i>Employment Standards Act</i>.</p> <p>7. The students shall be entitled to the provisions of Articles 6.2 and 7.5 of the Agreement.</p> <p>8. Students will be granted holidays/holiday pay in accordance with Article 10 except that the holidays shall be limited to Victoria Day, Dominion <b>Canada</b> Day and Civic Holiday. Articles 10.2 and 10.7 shall not apply.</p> <p>9. Students covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.</p> <p>10. In addition to the hourly rate of pay, the student shall receive an additional four per cent (4%) in lieu of vacation.</p> <p>11. No other provisions of the Collective Agreement shall apply to the students unless otherwise stated in this Appendix.</p> <p>5. <u>Letter of Understanding - Automobile Insurance</u></p> <p>This will confirm the parties' agreement that for those employees for whom the ownership/lease and use of an automobile is a condition of employment, the College will pay, to a maximum of one hundred and <del>twenty</del> <b>fifty</b> dollars (<del>\$120.00</del> <b>\$150.00</b>) per year, the difference between private automobile insurance and commercial automobile insurance, if required by the employee's insurer. The employee will provide to the College proof of the differential from his/her insurer.</p> <p><b>Summary of Management's Non-monetary Proposals</b></p> <p>1. <u>Article 6.1.4 - Flexible Hours of Work</u></p> <p>Where a College and the Local Union agree and where affected employees approve, the College may implement more flexible hours of work and scheduling arrangements than those provided in Article 6, such as compressed work weeks and job sharing arrangements, except that Article 6.3.1 cannot be varied. Any such variation of any section of Article 6 will be specified in the local agreement. Each agreement shall</p>	<p>-increases the minimum hourly rate paid to students</p> <p>-updates holiday terminology as per Employment Standard Act</p> <p>-increases annual limit from \$120 to \$150</p>
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contain the position title, payband, campus location, shift and names of the employees affected.

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

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

## 2. Article 7.7 - Special Allowance

Starting September 1, 2009 **2012**, ~~on September 1 of each year or in the pay immediately preceding~~ **following** September 1 **of each year**, 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.

## 3. Article 14.1 Probationary Period

An employee will be on probation until he/she has completed ~~six (6)~~ **twelve (12)** months of employment with the College in any ~~twelve (12)~~ **twenty-four (24)** month period. At the discretion of the College, the probationary period may be reduced for an individual employee to such period of time as the College may determine. On successful completion of the probationary period, he/she shall then be credited with seniority equal to the probationary period served, and seniority thus acquired shall be applied in the manner set out in this Article.

## 4. Article 18 - Complaints/Grievances

**Reduces steps in Grievance Process from 3 steps to 2 steps for grievances filed. Note: This excludes Classification Grievances which has an existing 2 step process.**

-allows the employee and the College to determine the end date for a compressed work arrangement

-eliminates the requirement for OPSEU central to sign off on local compressed work agreements

-changes the date of the payout of the special allowance to after September 1<sup>st</sup>

-increases probation to 12 months (or a minimum of 9 months with proration of up to 3 months of part time service) to allow longer period of post-hiring assessment. No impacts to employee benefits, seniority or service. No impact to current employees.

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<p>5. <u>Letter of Understanding - Time Off – St. Lawrence College</u></p> <p><b>Delete Letter of Understanding – One (1) Support Staff Local at St. Lawrence College.</b></p> <p>6. <u>Letter of Understanding - Initiatives/Opportunities</u></p> <p><b>Incorporate as an Appendix in the Support Staff Collective Agreement.</b></p> <p>7. <u>Letter of Understanding – Contracting Out</u></p> <p><b>Incorporate as an Appendix in the Support Staff Collective Agreement.</b></p> <p>8. <u>Benefits - Out of Province/Country Emergency Coverage and Private Duty Nursing</u></p> <p><b>Increases reimbursement for hospital and doctors services from 85% to 100% coverage for emergency medical services incurred out of province/country and adds full Travel Assistance services. Reimbursement is limited to \$2,000,000 per person lifetime and covers travel out-of-province/country for up to 60 days per trip.</b></p> <p><b>\$25,000 per year for private duty nursing. Out-of-hospital medically necessary private duty nursing is limited to \$25,000 per covered person per year.</b></p> <p>9. <b><u>NEW - The Parties agree that the union may raise the issue of tuition reimbursement and smoking cessation/weight loss at EERC (Employee/Employer Relations Committee).</u></b></p> <p>10. <b><u>NEW - 8.1.14 Critical Illness Insurance</u></b></p> <p>Effective November 1, 2011 or such reasonable time thereafter as may be required, a Critical Illness Insurance will be made available to employees with the full premiums to be paid by the employees.</p>	<p>-deletes letter that is no longer relevant</p> <p>-eliminates requirement to renew letter each term of the collective agreement</p> <p>-eliminates requirement to renew letter each term of the collective agreement</p> <p>-provides comprehensive coverage for emergency out-of-province/country medical and travel assistance coverage. Eliminates the necessity of the individual paying for services in advance and waiting for reimbursement from the province/insurer. Eliminates the necessity of buying additional travel insurance for the first 60 days of any trip.</p> <p>-employees will become eligible for a \$50,000 lump sum payment</p>
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## **11. NEW - Article 18.6.4 - Powers**

The Arbitration Board shall have those powers set out in the Colleges Collective Bargaining Act, ~~1990~~ **2008, except that Section 14 (16) of the Colleges Collective Bargaining Act, 2008 shall not apply.**

-this language exists in the Academic collective agreement. It requires both parties to comply with the time limits in the grievance procedure.

## **12. NEW - Scheduling of Arbitration**

Where one party refers a grievance to arbitration in accordance with this Article, that party will have ninety (90) days to arrange for the matter to be scheduled at joint grievance scheduling, failing which the matter shall be deemed to have been abandoned. The parties may agree, in writing, to extend the ninety (90) day period.

-requires the parties to schedule arbitrations in a timely fashion.

## **13. NEW - Letter of Understanding - Less Than 12 Month Positions**

The Council agrees to explore amending the group insurance contract with the insurer (Sun Life) to allow less than 12 Month employees access to group insurance benefit coverage during their annual lay-off period, if that can be done at no increase in cost to the Parties.

-allows employees in Less than 12 month positions to have the option to enroll in benefits during their lay-off period provided there is no negative impact to EI benefits.

If the contract can be so amended, and there is no impact to EI benefits, then, as soon as practicable thereafter, the Colleges shall provide Less than 12 Month employees with the option of continuing their insured benefit coverage during the period of annual lay-off provided the employee pays 100% of the premiums.

## **14. NEW - Compressed Work Week**

The following terms and conditions shall apply when the College decides to implement a compressed work week:

- (i) The implementation of a compressed work week shall be considered a major change in shift schedules pursuant to Article 6.3.3. The normal work week shall be 10, 9.5, 9 or 8.75 hours per day scheduled on four (4) consecutive days.
- (ii) Overtime for will be paid for authorized work performed:
  - a. Consisting of a work period of at least one-quarter (1/4) hour in a day over the normal daily hours designated by the College); or
  - b. Consisting of a cumulative work period of at least one-half (1/2) hour over the normal work week as may be

-if operationally feasible, Colleges may offer compressed work weeks to employees



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designated by the College

(iii) Shift Premiums

- a. For employees assigned a compressed work week no shift premium shall be payable if the majority of the regular hours worked are before 5:00 p.m.

(iv) Vacation

- a. For those employees assigned to compressed work week, their vacation entitlement will be calculated as follows:

15	days vacation will convert to	12
17	days vacation will convert to	14
18	days vacation will convert to	14
20	days vacation will convert to	16
21	days vacation will convert to	17
22	days vacation will convert to	18
23	days vacation will convert to	18
24	days vacation will convert to	19
25	days vacation will convert to	20
26	days vacation will convert to	21
27	days vacation will convert to	22
28	days vacation will convert to	22
29	days vacation will convert to	23
30	days vacation will convert to	24

(v) Short-Term Disability

- a. For the purpose of 8.1.3.1, employees on a compressed work week will receive eight (8) days at full pay and may accumulate one hundred and four (104) days.
- b. Employees moving to and from a compressed work week will have their sick bank converted as follows:
  - i. Employees moving to a compressed work week will be credited with 0.8 of their existing sick bank. For example, an employee with a bank of ten (10) sick days, will be credited with eight (8) sick days.
  - ii. Employees moving from a compressed work week will be credited with 1.25 of their existing sick bank  
 For example, an employee with a bank of ten (10) sick days will be credited with 12.5 sick days.

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c. For the purpose of 8.1.3.2, employees on a compressed work week will receive partial pay for one hundred and four (104) days.

vi) 15.4.4.1 - Employees on a compressed work week will have four (4) working days.

vii) All other provisions of the Collective Agreement apply to employees on a compressed work week.

**This Management Offer includes all previously agreed to items. All other items are withdrawn.**