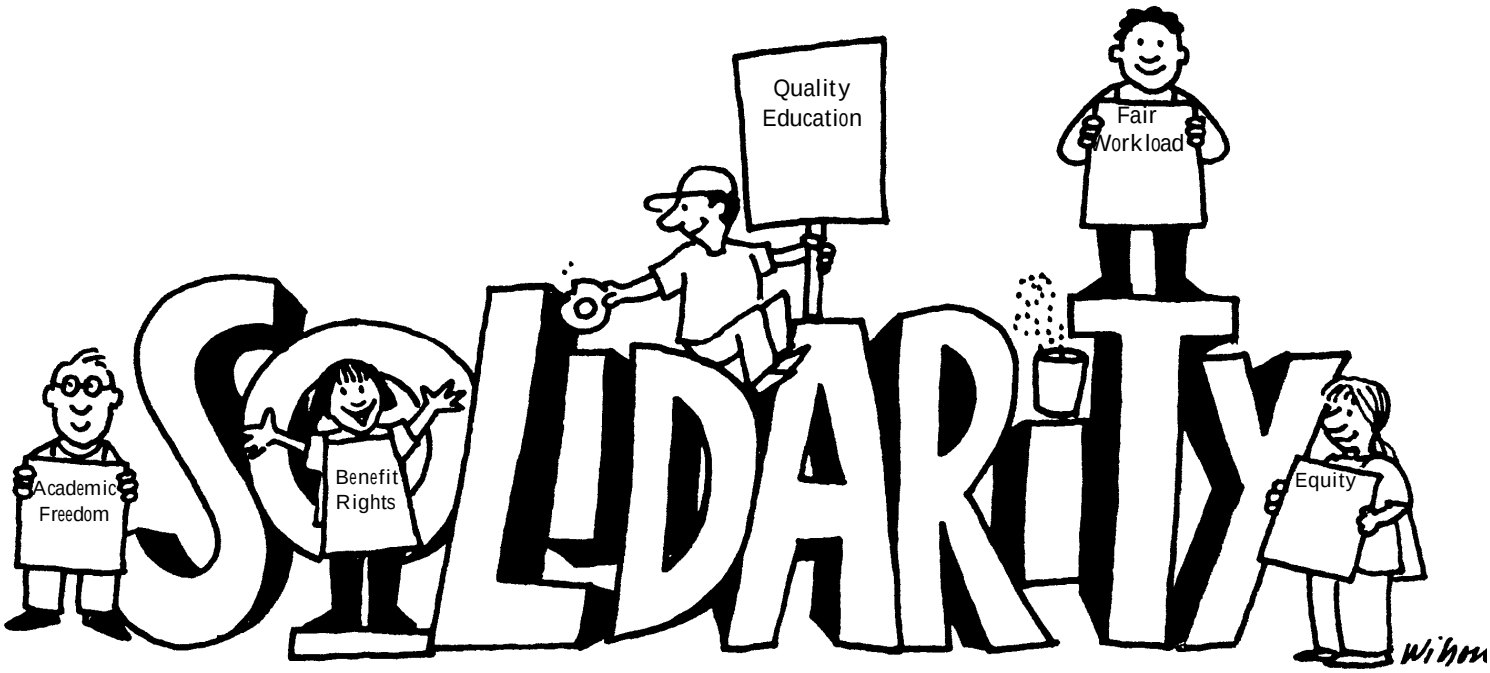

Members Manual

A Companion Guide to the Collective Agreement

2008

OPSEU
SEFPO

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OPSEU Ontario Public Service Employees Union
SEFPO Syndicat des employés de la fonction publique de l'Ontario

Monday, September 22, 2008

Dear Colleagues:

Your local has worked with the Divisional Executive and OPSEU head office to make this members' manual available for your use.

The manual was originally developed by Ruthann Dyer, York University, formerly Local 560, Ted Montgomery, Local 560, and myself from Local 110. Revisions and updating have been done by the Divisional Executive.

We were responding to members who told us they wanted a quick reference document that would answer day to day questions. Our objective was to help you get the most out of being a union member.

Consider this manual to be a companion to your collective agreement. Each section gives a reference to the collective agreement. Note that the Collective Agreement should be used as the legally binding document in researching questions related to employee rights and responsibilities.

Copy all or part of it as you wish.

Contact your local or your steward or health and safety rep if you have questions involving your workplace. They are there for you as we are there for them.

In Solidarity, on Behalf of the Divisional Executive,

Paddy Musson
Chair, CAAT (A) Division

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1. WHAT IS OPSEU?

Unions are organizations of employees which speak for their members and represent their concerns and interests as employees. Without a union, employees enter a relationship with their employer in which power is not balanced and decisions can be made arbitrarily without recourse. Unions give employees, collectively, power that is comparable to that of the employer which helps to ensure that employment decisions are negotiated and are made in a fair and equitable manner. Union membership and rights are legally recognized and protected by the Colleges Collective Bargaining Act.

The Ontario Public Service Employees Union/Syndicat des Employé-e-s de la Fonction Publique de l'Ontario represents approximately 100,000 workers in Ontario government workplaces including, medical laboratories, correctional facilities, ambulance stations, forest firefighting units, ministry offices, labs and shops, psychiatric hospitals, and community colleges. The CAAT Academic Division of OPSEU represents approximately 6,000 full-time and partial load professors, instructors, librarians and counsellors in 24 colleges in the province.

OPSEU is the exclusive bargaining agency for all academic full-time and partial load employees of the Colleges engaged as teachers, counsellors and librarians. [Art. 1]

The actions of your Union representatives are governed by the Constitution of OPSEU. The Constitution ensures fair and equitable treatment for union members in all union activities. Amendments to the Constitution are placed before the delegates to the annual meeting of OPSEU, for their vote.

2. WHAT IS A LOCAL?

At each of the 24 colleges, a Local of OPSEU represents the full-time and partial load faculty. Members of Locals elect workplace stewards who form the Local Executive Committee (LEC). Officers of the Local are elected at a general membership meeting. In addition, the Local appoints representatives to numerous committees within the college, e.g. Joint Health and Safety Committees, Workload Monitoring Group. Contract demands, Union policy changes, and constitutional amendments are initiated at the Local level. The president of the Local is the recognized representative of the Union in dealings with the College.

The Local represents members with the employer at Union College Committee meetings and in position papers. The Local represents members during grievance hearings and workload complaints. The Local purchases release of work time for officers to facilitate the administration of the Collective Agreement and to assist members of the Local in business which is pertinent to the Collective Agreement.

The Local works with other stakeholder groups within the college to achieve high quality education for the students of the college.

Information about who serves on the various committees and how you can get more involved is available from your Local.

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3. THE LOCAL EXECUTIVE COMMITTEE

The stewards and officers of the Local comprise the Local Executive Committee. This LEC meets as required to direct the activities of the Local between membership meetings.

Stewards serve for a two year period and may be re-elected. Stewards provide information and advice on matters related to your work and employment. They refer you to one of the officers if that is appropriate.

If you believe that you have a compliant or a grievance or if you have any questions about your rights under the Collective Agreement, you are encouraged to contact your steward or the Local. Discussions are confidential and no actions can be undertaken without your knowledge. Your steward may suggest actions which can quickly resolve your problem. Grievances and workload complaints must be made to the employer within specified time limits; it is best to seek advice promptly to ensure your rights under the Collective Agreement.

4. OFFICERS OF THE LOCAL

Members of a Local elect officers for a two year term. All officers must be stewards in order to stand for election. Officers may be re-elected. For a complete list of officers and stewards contact your local.

5. UNION DUES

All unionized employees in OPSEU pay dues to OPSEU at the rate of 1.325% of income. This rate is set by delegates to the Annual Convention. Any notice of change in the rate must be sent to Locals for discussion prior to the Annual Convention. A portion of the dues paid to OPSEU is rebated to the Local for membership services delivered at the Local level. The remainder covers services provided centrally.

In addition, most locals levy local dues. Contact your Local for details. All members of the Local must be provided with notice of motion regarding dues prior to the meeting where a decision is made about Local dues.

All union dues are tax deductible.

6. MEMBERSHIP RIGHTS AND RESPONSIBILITIES

Once you have signed a membership card, you are a member of an OPSEU Local. Cards are available at any meeting of the Local and from any steward.

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If you have taken a leave of absence for any reason, without pay, your membership may have lapsed. Please sign a new card on your return to the workplace to reactivate your membership in the Union.

As a member of an OPSEU Local, you have the right to elect your workplace stewards and the officers of the Local, to set the Local dues rates, to stand for office, to be appointed (or elected) to represent an OPSEU Local on college committees, to determine contract demands for negotiation, to be a part of setting strategy regarding negotiations, including any strike and settlement possibilities, and to participate fully in Union activities. The membership of the Local is the ultimate decision making body in the Local.

Members participate in general membership meetings. Notices of meetings are distributed prior to the meeting. Claims for child care expenses are available at the meetings.

As a member of a Local, you have the responsibility to treat all members in an equitable manner which provides an environment that is free from harassment and discrimination.

7. CONTRACT NEGOTIATIONS

The Union determines its bargaining agenda starting at the Local level. Any member can propose demands at a special Local Demand Setting meeting. Priorities are established in the same way.

Demands that receive majority support are taken on to the provincial demand setting meeting. Each Local sends delegates, representation based on size. Those demands that are supported by the majority at the provincial meeting form the Union's bargaining agenda. The provincial delegates also elect a bargaining team which then is responsible to take forward and try to achieve the demands.

Your initial input into the contract is attending the Local demand setting meeting, and perhaps even standing as a delegate. Further, you get to vote on negotiated settlements and/or strikes. Again, majority decisions prevail.

8. ACADEMIC FREEDOM

College faculty in Ontario lags far behind their counterparts in the universities in the area of academic freedom. The Union believes that colleges need to recognize that academic freedom is critical to the continued delivery of high quality education and training at this level.

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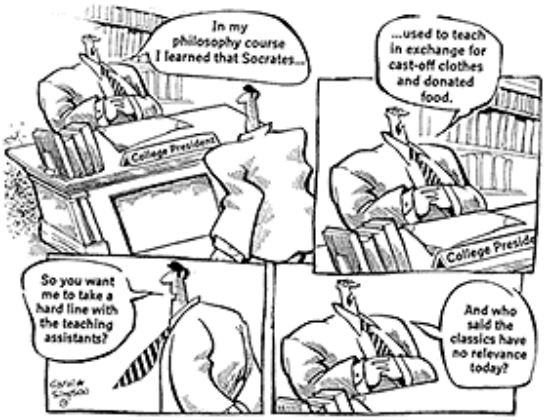
College faculty lacks, at this time, the contractual guarantees to pursue their disciplines and programs in accordance with their own best individual and collective academic judgments. The industrial model of management imposed on college teachers, counsellors, and librarians over 30 years ago becomes increasingly outdated. The softening of that model by the introduction of various modern and post-modern industrial management theories does not resolve the fundamental problem.

The resolution, at its core, lies in the formal recognition of academic freedom and the positive impact that will have on the college system. Academic Freedom needs to be recognized and protected by an Article in our Collective Agreement, similar to those currently in university faculty contracts. OPSEU is a member of the Canadian Association of University Teachers (CAUT). That organization is committed to seeing us achieve academic freedom.

9. WORKLOAD [Article 11 & Appendix I]

For most members, the workload aspects of the contract are the most important and the most complex. We'll deal with teaching faculty first, then Counsellors and Librarians.



Professors and Instructors

The workload formula provides a weekly allocation during the teaching period, for all the work done in the academic year. The Standard Workload Form (SWF) is the key.

Learn to read your SWF. It is your contract of work, setting out what the college can expect from you, and what you are entitled to, including any overtime payments. Your supervisor is ***required to discuss*** your proposed work assignments with you. Your supervisor must provide you with a SWF at least six weeks, excluding vacations, before the proposed start of the work.

You can be assigned no more than four different courses and six sections, except by your voluntary agreement to go beyond those limits.

Part of the formula is an arithmetic system designed to approximate the time needed for different types of course preparation and evaluation. Each time you receive a new SWF or revised work assignment, you should discuss the preparation and evaluation factors. Where circumstances require more time spent in preparation or evaluation, then that should be included on the SWF.

Student numbers are important. Check your class list and count heads on day one, and again on day 10 of the semester. If there are more students than on your SWF, the college estimate was too low. You are entitled to an immediate revision of your SWF. Request your supervisor to make the changes. Since the evaluation factor is multiplied by class size, it is important to use an accurate number. Remember, this is not tied to audit dates but to the date of withdrawal of registration, usually about two weeks after the start of classes. For continuous intake programs, the class size review is every three months.

All the other work you do is included under "Complementary Functions." One of the main purposes of the workload formula was to give faculty full credit for all the work they do. Make sure

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that everything is there on your SWF. Be sure to include those complementary Functions done in the non-teaching periods.

Scheduling

Teaching contact hours are scheduled by the college. Other work, which by its nature can only be done inside the college, the college may schedule. All other work is scheduled at the discretion of the teacher. Where, when, and how you perform these tasks is restricted only by the need to meet appropriate deadlines. It is our one foothold on academic freedom.

If you wish, you can use non-teaching periods to engage in other work-related activities that do not form part of your assigned duties. However, it is important that any work directly related to your teaching assignments, including any committee or program development work be properly credited to your workload totals.

Overtime

Overtime is voluntary. Overtime is earned on any work over the teaching limit of 18 hours (20 for teachers with no post secondary assignment) or the 44 hour per week workload limit. Allowable overtime is limited to one teaching hour per week and/or three workload hours.

There is no tolerance for exceeding the teaching week maximums. Under no circumstances can you be assigned or should you accept more than 36 weeks (or 38 for teachers dealing exclusively with non-post-secondary students) in any contract year.

If you are teaching more than 5 days per week, there is also the possibility of overtime for exceeding the annual teaching day limit.

No overtime can be assigned to probationary faculty.

The Workload Monitoring Group

The Workload Monitoring Group is a joint faculty/management committee. Its task is to review workload assignments and resolve any apparent difficulties. The WMG handles workload complaints. You may take issue with your SWF and send it forward to the WMG, or a complaint may arise during the assigned work period.

If you have any questions about your workload, your SWF, or the complaint process contact any member of the WMG. They have the expertise to advise you whether or not you have a reason to be concerned about your workload assignment or your SWF, and they can explain both the details of the formula and the resolution process.

Your Local can give you the names of the union members on the WMG.

Professional Development

All professors, counsellors, and librarians are entitled to 10 days professional development each year. This is not a part of assigned workload. All activities must be agreed upon on a voluntary basis.

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Counsellors and Librarians

Counsellors and Librarians can be assigned up to 35 hours of work in any week. There is no provision for averaging of hours. Neither is there an overtime provision for Counsellors or Librarians. The general nature of your work is covered in the Class Definitions on Pages 117 - 120 of the Collective Agreement**. If any teaching is assigned, then time must be allocated for preparation and evaluation in accordance with the teachers' formula**. There is no overtime provision for Counsellors or Librarians. The work period is ten months.

Counsellors and librarians are denied access to the WMG process. Accordingly, any workload related complaints must go through the regular grievance procedure.

10. JOB DESCRIPTION

The Classification Plans at the back of your Collective Agreement contain the Class Definitions for Professors, Instructors, Counsellors, and Librarians. These set out in broad terms what you can be assigned to do. If you have a question about whether or not an assigned task falls within your jurisdiction or whether or not you can be made to teach a certain course or perform a particular function, contact your steward for assistance.

Generally, labour practice does not allow you to refuse a "bad" assignment. Do it and grieve. In most cases, refusal is limited to unsafe work or that which is contrary to the law. Bad judgment on the part of a supervisor is very rarely a good enough reason to refuse. It may be good enough to win a later grievance.

11. PERFORMANCE APPRAISAL

The Union supports the general principle of performance review. Performance appraisal of probationary faculty is required every four months. After probation, performance reviews should be self-directed by the individual faculty member unless a problem or complaint has arisen.

Many colleges use Article 6, Management Functions, to carry out a mandatory program of performance review for all non-probationary faculty. The Union believes that this is intrusive and an unreasonable use of scarce resources with little if any positive results in terms of quality of education.

If so directed, you are obliged to take part in performance review, subject to the Freedom of Information and Protection of Privacy Regulations. Whenever a performance appraisal is done, you must receive a copy prior to it being placed in your file. You may add written comments including supporting documents to your file in response to the performance appraisal.

A negative performance appraisal is not considered disciplinary action on its own. Any warnings or actions taken by the college as a result of the appraisal can be considered to be discipline.

12. PERSONNEL RECORDS [Article 31]

Performance appraisals must be shown to you and you must have an opportunity to respond before they can be placed in your personnel file. The Freedom of Information and Protection of Privacy Act requires employers to keep your personnel file in an orderly and accessible fashion. Do not disregard any negative comment that is being placed on your personnel record.

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13. DISCIPLINE & DISCHARGE

The Collective Agreement says little about discharge and even less about discipline. In the case of discharge, the contract requires 90 days notice or payment in lieu. Discharge can be immediate where extreme circumstances warrant it.

Disciplinary notices to your personnel file have to be shown to you first.

Beyond those contract stipulations; there are general principles that all discipline must be progressive and corrective. The employer must not act in a manner that is arbitrary, discriminatory, or in bad faith. Ultimately, the grievance and arbitration process and even the courts decide if an employer has met those standards.

Discipline is always serious. Verbal warnings are the first step in progressive discipline, and the college has used them in that fashion. Do not ignore any act from your supervisor that could be construed, even later, as disciplinary. ***Contact the Union Local for advice.***

If the college meets with you to issue a disciplinary notice including a verbal warning you are entitled to union representation at that meeting. This is strongly advised! Even though you might agree that some discipline is warranted because of some slip-up, the level of discipline may be out of line with accepted standards. Your Union can research this matter for you.

14. GRIEVANCES

The grievance procedure is the accepted way that parties to a collective agreement have agreed to resolve differences and misunderstandings between them. One of the Union's primary tasks is to assist members where there might be a grievance.

Grievances arise from violations of, or differing interpretations of the Collective Agreement. In either case, whether deliberate circumvention of the Agreement or different readings, the grievance procedure provides the means of resolution.

Types of Grievances:

The Collective Agreement provides four types of grievances. *Individua*l grievances arise where the individual has been affected by the violation. Where several members are affected by the same set of circumstances, a *group* grievance could be filed. Thirdly, a *Union grievance* can be used when the college has adopted a general policy or practice that violates the rights of all members. There are several restrictions on Union grievances that limit their usefulness. There is a general principle in our Agreement that individual and group grievances should take precedence and should be filed. In that regard, individual grievances are the most likely to succeed. Finally, college grievances allow the college to grieve against the union.

When to Grieve

If you believe you have been affected by a contract violation, then you have a possible grievance. Time limits are important. You must act within 20 days. Before that deadline, contact your area steward or the Chief Steward to discuss your concerns, get the details of the process, and prepare your grievance. If you wish to use any informal discussion to resolve the problem, that's

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fine but do not lose sight of the time limits or your grievance may well be lost. **The decision on whether or not to grieve and how far to proceed, rests with you as the grievor.**

Right to Grieve

Finally, The Collective Agreement contains a specific provision protecting members who might grieve. This is supported by provincial labour legislation. You cannot be penalized for your activity in the Union or for exercising your rights under the Collective Agreement.

15. JOB SECURITY [Articles 27&28]

Probation

The probationary period is two years maximum. It is one year for those with teaching or counselling certification along with one year's experience in some other Ontario educational institution. Sessional experience before becoming full-time also counts as part of your probationary period.

Seniority

Seniority is the basis of the layoff/bumping provisions. The usual "*first in, last out*" system applies. You gain seniority with the college on a daily basis throughout your employment. The standard leaves of absence allow you to continue accrual but only for two years. At that point, your seniority is frozen. Seniority is not transferable to another college. Seniority continues to accumulate while on sick leave, maternity leave or LTD.

In January each year, the seniority list is posted. Every member should check the list to be sure that seniority is accurate. If you do not agree with the seniority credit given by the college, then you should ask to have it corrected and grieve if it is not. The Union may also grieve inaccuracies where persons are given more seniority credit than is due.

Layoff and Transfer

Whenever the college contemplates the reduction of full-time employees, and some layoff or involuntary transfer is likely, there is a specified procedure set out to protect members' rights. The procedure requires the college to meet with the Union and work to find alternatives to layoff or transfer. The College Employment Stability Committee is responsible for finding alternatives.

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The College Employment Stability Committee [CESC]

The CESC's first task is to be sure that any reduction of employees can be justified. They also must ensure that the principles of fair designation are applied. The key question the CESC considers when placing a member whose previous position has been cut is, "Does s/he have the competence, skill, and experience to fulfill the requirements of the position concerned?" Consideration of experience includes educational, teaching, practical, research, or other experience. Should there be more than one member needing placement into a position, then seniority governs who is successful among those who meet the minimum competence, skill, and experience requirements. The college is not allowed to select on a preferential or arbitrary basis.

16. SALARY [Article 14]

Placement

The salary grids for full-time professors, instructors, counsellors and librarians start on page 26 of the Collective Agreement. Initial placement on the salary grid is determined by a combination of experience and years of education. The college is responsible to make the calculation, but you should check carefully that your full experience has been credited. Your steward can help. Once on the grid progression is annual up to your maximum. Up to the "control point" (about halfway), it is automatic. After that, while technically the college has discretion, grid increments should continue to be essentially automatic. Failure to receive an annual increment is very serious not just in terms of lost income, but potentially, employment security as well. Be sure that you get your increment every year of entitlement.

Your maximum is based on academic and/or trade qualifications. If you have additional or alternative qualifications, your attainable maximum could be upgraded. If you have reason to believe that your educational qualifications have not been fully credited, you can have them reviewed by the Joint Educational Qualifications Subcommittee. This is a provincial group. Your steward or the Local can give you details about how to proceed with an application.

In Service Teacher Training Program

The In Service Teacher Training Program can also provide access to the salary maximum. Even if you are a long time faculty member, the effect on pension of an increase in your last five years can have a significant effect.

Coordinators

Coordinators should receive either one step or two over and above salary. They should also be credited on their SWF with the time required to perform the coordinator tasks as assigned. Coordinators must not act in any supervisory capacity with their colleagues. Coordinator positions are voluntary.

Job Sharing

Often members are interested in job sharing; Article 14.02 C sets out the basics for such arrangements. Essentially you request a workload reduction along with commensurate reductions in salary, benefits, seniority, etc. There is really no need to find someone to "share" with.

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The college cannot reduce or downgrade your assignment and force you into part-time or partial-load work. That would have to follow the layoff/bumping procedure, with its built-in protections.

17. ACCESS TO SALARY MAXIMUM [Letter, p. 112]

Employees, whose salary is less than the maximum on the salary schedule, may enroll in the In Service Teacher Training Program. Completion of the program entitles the employee to progress to the maximum salary. For employees with 15 or more years of service enrollment results in an immediate one step salary increment. For information on this program and its costs, contact your Local.

18. SICK LEAVE [Articles 17 &18]

Sick leave is covered by two different plans, Short Term Disability (STD) and Long Term Disability (LTD). Note: There is a different plan at St Lawrence College. [Letter p. 117]

STD

You receive 20 sick day credits each year on September 1. Any unused days go into your own bank of credits. Your regular full salary is maintained during illness up to the number of days in your sick leave bank. Once these credits are exhausted, you are paid 75% of regular pay for absences due to illness.

Members hired before April 1, 1991 shall, upon leaving the college, receive a sick-leave gratuity equal to:

Sick leave credits x 1/261 x salary -- to a maximum of 50% of annual salary.

Note: At George Brown the denominator is 260.

Members who have taken the sick leave buyout are no longer entitled to this payment.

LTD

A member who becomes disabled and unable to work can go on Long Term Disability (LTD), after 6 months. Payment is 60% of their salary minus any government or employer income security plan. This benefit is non taxable because all premiums are paid by the members. Accordingly, the untaxed 60% nearly matches regular salary.

19. BENEFITS [Articles 17, 18, &19]

Through the years, the Union has been able to negotiate a variety of heath coverage benefits for faculty. There is coverage for dental, hearing, and eye care, hospitalization, and drugs.

If you want to find out about services you can contact Sunlife's interactive telephone system, Sunserve, by calling (416) 753-4300 in Toronto or 1-800-361-6262 elsewhere. You will be asked for your contract number, which is 50832, and your certificate number, which is available from the college benefits administrator.

You can maximize your benefits by following some of the simple guidelines set out here.

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Prescriptions

There are a couple of ways to cut drug costs, which will cut the 15% that you still have to pay. One is to get prescriptions for longer periods for maintenance drugs, e.g. a 90 day rather than 30 supply, and thus reduce dispensing fees. If you and your doctor are comfortable with generics, you can also use them to save money.

Scheduling

The dental, hearing, eye care, and drug coverages have different benefit periods and coverage maximums. Make your purchases in different benefit years. It can save you a lot if you plan your purchases in accordance with those schedules. The specific schedules are set out below.

INSURANCE	COVERAGE	BENEFIT PERIOD	START DATE
DENTAL –Regular	$2500 100% coverage	each year	January 1
-Crowns & Bridges	$2500 You pay 50%	each year	January 1
-Ortho	$2500 You pay 50%	lifetime	January 1
VISION –Adults**	$400	every 2 years	September 1
-Under 18	$400	each year	September 1
HEARING	$3000	every 3 years	September 1
DRUG & HEALTH	No limit *see below You pay 15%	each year	January 1

*services of physiotherapists, speech therapists, psychologists, naturopaths, massage therapist, osteopaths, chiropractors, chiropodists, audiologists, optometrists, occupational therapists, ophthalmologists, podiatrists and acupuncturists are limited to $1,500 in total.
** Laser eye corrections surgery must be performed by an ophthalmologist and may be coordinated with available coverage under paramedical services.

Coordination of Benefits

Both Dental and Extended Health have a "coordination of benefits" provision that lets you use both your own and your spouse's coverage. Here's how it works. If your spouse's plan has no coordination of benefits provision, send your claims to them first, then claim any leftover amount through SunLife. If your spouse's plan has coordination, then whoever had the claim, use that

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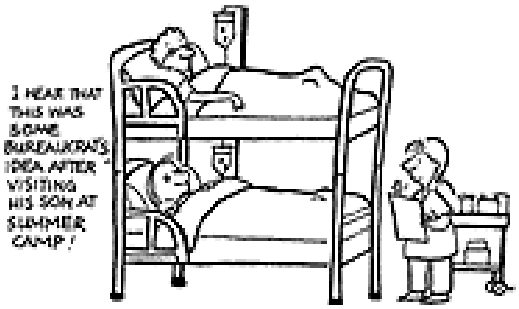
insurer first, then the other. For children's expenses, send first to the carrier who covers the parent with the earliest birthday in the year. If your birthday is in January and your spouse in February, then claims go to SunLife first and then the other carrier. This is just the way the insurance companies try to balance out.

Lowering Dental Costs

Dental coverage is based on the previous year's ODA fees. These days, many dentists are willing to do some negotiation on their charges, particularly where there is some competition for your business. Also, if your costs are expected to be above $300, get your dentist to set out a proposed plan and send it to SunLife in order to find out what they'll cover. If your pre-determination is turned down, please contact a member of the Joint Insurance Committee.

Hospitalization Coverage

The Extended Health Plan has two options. Plan I provides semi-private hospital coverage and Plan II does not. Some members have only Plan II. Since there is no difference in cost to you, and since you can use your coordination of benefits to almost totally cover a private room, you should make certain that you have Plan I coverage. If you need to change your coverage, do it now. If you leave it until you need it, you will be out of luck because the change is not immediate.



Out-of-Province Coverage

SunLife picks up 85 % of "usual" out-of-country medical costs, but your 15% could still be prohibitive. You are strongly advised to augment your individual coverage when out of Ontario.

Denied Claims

There's an appeal process for any claims that are denied. You should use this process prior to grieving. The Joint Insurance Committee has often been successful in having SunLife reverse its decisions. Contact your steward or the Local for information.

What is Covered?

Extended Health, Hearing, Vision, and Dental:

(a) prescribed drugs, including contraceptives, serums and vaccines;

(b) insulin as well as needles and syringes, oxygen and colostomy supplies;

(c) over-the-counter drugs for chronic conditions, e.g. antihistamine if supported by a physician's letter;

(d) orthopedic shoes;

(e) private duty nurses and registered trained attendants;

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(f) prescribed hearing aids;

(g) contact lenses, lenses and frames including tinting/sunglasses, safety glasses;

(h) covered dental services are listed in detail in Appendix III of the Collective Agreement.

Life Insurance

All members have $25,000 in Basic Life insurance. You can opt for an additional $60,000 for which you will pay half the premiums and $140,000 more for which you will pay all the premiums. If you choose insurance for your dependents, the premiums will be entirely yours to pay.

Retirement Benefits

If you wish, you may continue with some of your benefits once you retire. For Extended Health and the Dental Plans, you must be receiving either the CAAT or the Teachers' pension and you must be maintaining your OHIP coverage. The retiree pays 100% of the premium. They may select from three levels of coverage. In order to determine whether this is good value, members should compare the rates to those of private outside insurers.

Life insurance is limited to $10,000 and can be extended to age 75. The retiree pays 100% of the premium. Because the experience rating treats retirees and active employees as one group, this insurance is good value.

Same Sex Spousal Benefits (Letter page 121)

Same sex spouses receive identical consideration regarding benefits as other spouses.

Survivor benefits

Benefit coverage is continued for 6 months at no cost to survivors. It may be continued with the survivors paying 100% of the premiums.

20. VACATIONS AND HOLIDAYS [Articles 15, 16 &11.03]

You are entitled to two contiguous months annually. This entitlement may be broken up by mutual consent. Remember you do not need to break up your two month vacation. For teachers, if work is scheduled in either July or August it must be with your consent or on a rotational basis. Conflicting vacation requests are resolved by seniority.

You are entitled to Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, plus December 25 to January 1. Remembrance Day and Easter Monday are work days. March Break and additional time at Christmas is not an entitlement, but normally these are non teaching periods.

21. PROFESSIONAL DEVELOPMENT LEAVE (Sabbaticals) [Article 20]

After six years, you are eligible for to apply for a Professional Development Leave -- a sabbatical. The salary ranges from 55% to a maximum of 70%. The college is required to grant a minimum number of leaves depending on the size of the bargaining unit. If more faculty apply than there

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are positions available, selection is based on years of service since the individual's last professional development leave.

Benefits continue unchanged. Pension contributions continue to be based on full salary, so that pension benefit is not reduced.

Professional Development should not be confused with Curriculum Development. Curriculum Development is remunerated at 100% of salary.

22. PREPAID LEAVE [Article 23]

Often known as "four for five," this option can actually be set up in various ways. You may defer anything from one third to one sixth of your annual salary to finance a leave. (That is - you could defer a third of your salary for two years and then take the next year off, or a sixth over five years followed by a year off.) This leave guarantees your right to the same position upon return to work. College approval is required but cannot be unreasonably denied.

23. LEAVES [Article 21]

- **Personal**

If you wish a leave for personal circumstances, you should request a leave with pay. The college may, but is not required to, grant leaves without loss of pay for personal reasons or extenuating circumstances. If your request is denied, you are entitled to request reasons in writing for the denial.

You can request a leave without pay for personal reasons at any time. You are not guaranteed such leaves.

- **Religious**

Leaves without loss of pay for religious reasons should never be denied. The Union has won several awards protecting members' rights to such leave.

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• **Bereavement**

On the death of a member's spouse, parent, step-parent, child, step-child brother, sister, mother-in-law, father-in-law, and grandchildren, a member is entitled to a leave of 3 or more days without loss of pay.

• **Jury duty or Subpoena**

You are eligible for such leaves without reduction in salary when subpoenaed.

• **Sick family member**

You are entitled to 5 days per year to care for ill family members. These days may be covered by use of sick leave credits.

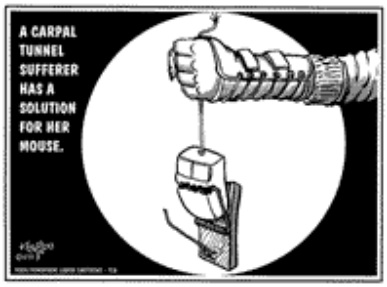
• **Parental Leave**

To qualify for pregnancy leave, you must have been employed for 13 weeks. For the first two weeks of leave, you receive payment equal to 93% of salary. For the remaining 50 weeks, the college shall pay an amount equal to the difference between E.I. maternity benefits and 93% of normal salary. The College shall continue all benefits.

Be sure to apply early for the E.I. benefit so that there's no gap in income.

Employees on these leaves are not required to take vacation concurrently.

24. Health, Safety and Security [Articles 7.02 &24]



As a result of a provincial agreement each work location or campus with 20 or more total employees must have a Joint Health and Safety Committee with at least one academic and one support member who have received certification training.

The Occupational Health and Safety Regulations of Ontario outline the responsibilities of employers and workers in providing a safe workplace. The Collective Agreement states, "the College will make reasonable provision for the conditions of safety and health in the employees' work areas in the College by conforming with the provisions of the Occupational Health and Safety Act and Regulations." [Art. 24] The College is also obligated to provide reasonable conditions of air, light, space and temperature in the employees' work areas. [Art. 7.02]

Your Local Executive appoints safety representatives in each campus workplace. In workplaces with 20 or more workers, a Joint Health and Safety Committee is required. These committees inspect the workplace, promote health and safety, and work to solve health and safety problems in the workplace.

The following protocols outline your rights and responsibilities under the Occupational Health and Safety Act:

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Health and Safety Concerns with No Immediate Danger

• If you have a Health & Safety concern, report it in writing to your supervisor and request a written response. Copy your Health & Safety Representative.

• If the issue is unresolved, notify the Campus H&S Committee, steward and H&S representative.

• Committee will resolve the concern internally on the campus or will make recommendation to the College.

• College must respond within 21 days outlining a timetable for implementation of action or rationale for refusal to act. [Action does not have to be completed in 21 days, but a commitment must be made.]

• If the College response is not satisfactory, the issue is referred to the Campus Committee again. The Committee will make recommendations for action.

• College must respond within 21 days with an action plan or rationale for refusal.

• Issues which are still unresolved may be referred to the Central Committee, or an inspector from the Min. of Labour may be called by you or a committee member to resolve the issue.

• If you call the Ministry of Labour be prepared to specify the type of orders you would like the inspector to write to resolve the issue. These should be written out prior to making the complaint.

N. B.: ***At any time, you can call in a Ministry of Labour Inspector for assistance.***

REFUSING UNSAFE WORK

If you believe there is an immediate danger you may refuse work. Tell your supervisor who may ask another employee to do the work, but he or she must advise that person of the previous refusal of unsafe work. ***<u>You cannot be penalized for refusing work you believe to be unsafe.</u>***

25. HARASSMENT AND DISCRIMINATION [Article 4]

The Union is committed to making the workplace and the Union free from discrimination and harassment. If you have been harassed or discriminated against, there are several avenues available for redress: the grievance procedure, the college's internal procedures, OPSEU's procedures, the Human Rights Commission, and the courts. Contact your Union for support and advice about the best route for you to pursue. If you have been accused and want help, the Union will help you as well.

"How could we discriminate against minority employees... we don't even have any."

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26. EMPLOYMENT EQUITY [Letter, p. 109]

The Union supports the Province of Ontario program of Employment Equity to foster increased participation of individuals or groups as designated in legislation. Further, the Union and the Local are committed to the increased participation of persons from the designated groups within the Union.

27. TRAVEL EXPENSES [Article 25]

Travel expenses incurred while on College business are covered. Expenses are covered for travel to worksites other than your usual workplace. Kilometrage allowances appear on page 48 of the Collective Agreement. For the first 4,000 K, the college reimburses 30 cents. Parking fees are also covered.

28. COPYRIGHT [Article 13]

Unless mutually agreed upon, work done as part of a college workload assignment is the property of the College. All other work(s) remain the property of the employee.

29. TUITION SUBSIDY [Article 12]

You may take, for a fee of not more than $20, any course offered by the College. You have to meet the normal entrance and admission requirements and you are subject to academic policies after admission. In the case of over-subscribed programs, you are not required to enter the competitive pool.

30. PENSION

The great majority of members are in the CAAT Pension Plan. The remainder stayed in the Ontario Teachers plan when they joined the college. This information relates to the CAAT Pension Plan.

Benefits are based on your best contiguous five year block of income plus your years of service. Taking a sabbatical in your last five years will not affect your pension. The plan has survivor benefits and limited indexing.

Early retirement with no penalty is available if:

(a) your age plus years of service equal 85; **or**

(b) at 60 years of age you have 20 years of service.

If these conditions cannot be met, your pension income is severely reduced by penalties.

If you require details regarding your pension, you should contact the union office.

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