

Terms & Conditions of Employment

Revised Template March 17, 2010

as issued by College Compensation & Appointments Council

A Summary and Overview by OCASA

Background

About 3 years ago it became apparent to OCASA that individual colleges were still referring their administrative staff to an outdated Terms & Conditions of Employment posted on the Council's website. This document was in place as of October 15, 2003, when the new Charter made college Boards of Governors responsible for their own Terms & Conditions of Employment and Compensation policy. The fact that several colleges continued to use this document signaled to us that they were not regularly reviewing and updating the Terms & Conditions of Employment for administrative staff.

OCASA took this matter to the Council during our regular Administrative Consultative Committee (ACC) meetings suggesting the document be removed from their website, and requesting a joint review of the terms. In agreement, consultations began to update and revise the document, this time as a "template". Both parties had legal consultation to ensure that the terms were meeting legal standards and contractual obligations and, from OCASA's perspective, administrative staff interests needed to be kept at the fore, while receiving the best terms possible.

OCASA's Goal

OCASA's goal for the joint review was to create a revised document that reflects current employment standards, existing best practices and an attractive set of employment standards that would be attractive to the recruitment of administrative staff.

This goal was partially met. Council was limited to establishing a template that reflects minimum standards under the *ESA (Employment Standards Act)* for terms and conditions of employment. It is therefore left up to individual colleges to implement augmentations of their own. (Note: either Boards of Governors establish Terms & Conditions of Employment, or they may grant this role to the President.) It can also be left up to legal precedence (common law) and interpretation where there is a disagreement.

What was accomplished?

1. A "cleaner" document with updated language, re-ordered and consolidated sections.
2. Removal of the Section 1.6 "Medical Examination"
3. Removal of a full description of group insured benefits, referring instead to the Group Insurance Benefit Plan booklet that is current at any point in time.

4. Updated language describing Retirement Benefits, reflecting changes to those benefits.
5. The addition of Family Day to the list of Holidays.
6. Bereavement Leave:
changed from
“one (1) or more days...decided at the discretion of the college”
to
“three (3) or more days...at the discretion of the college”

This is consistent with the Faculty agreement. OCASA lobbied very hard to have this language revised.

What would OCASA recommend?

1. Section 3.7 g) Leaves/Professional Development: OCASA would like to see similar language to the Faculty agreement as follows:
“the salary paid to the employee will be based on the following scale: 55% of the employee's base salary increasing by five percent per year after six years of employment with the College concerned to a maximum of 80% of the employee's base salary after eleven (11) years.”
2. Section 9.3 College Dismissal: OCASA’s legal opinion raises some concern about the severance payment language. Common law precedent typically results in more significant settlements for longer-term employees.

What should you do in response?

1. Ask if there will be a review of the Terms & Conditions of Employment at your college.
2. Ensure that they are posted online for easy access of all administrative staff.
3. If changes to the Terms & Conditions of Employment are communicated to you as an employee, check with OCASA before accepting/signing in case there are some negative legal implications.
4. Be informed about your contract. Read it carefully. Ask questions.