

MEMORANDUM OF AGREEMENT

Between

THE CONFERENCE COUNCIL OF REGENTS OF
COLLEGES OF APPLIED ARTS AND TECHNOLOGY
AND THE CONFERENCE ASSOCIATION
OF COLLEGE INSTRUCTORS

ACADEMIC EMPLOYEES

September 1, 1975

— August 31, 1976



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MEMORANDUM OF AGREEMENT, effective the 17th day of September, 1975.

BETWEEN:

THE ONTARIO COUNCIL OF REGENTS FOR COLLEGES OF APPLIED ARTS AND TECHNOLOGY acting through its Staff Affairs Committee with respect to and on behalf of Colleges of Applied Arts and Technology established pursuant to the Department of Education Act, R.S.O. 1960, c. 94

(hereinafter referred to as the "College" or "Colleges")

— and —

THE CIVIL SERVICE ASSOCIATION OF ONTARIO INC.

(hereinafter referred to as the "Union")

RECOGNITION

1.01 The Union is recognized as the exclusive collective bargaining agency for all academic employees of the Colleges engaged as teachers (including teachers of Physical Education), counsellors and librarians, all as more particularly set out in Appendix 1 hereto save and except Chairmen, Department Heads and Directors, persons above the rank of Chairman, Department Head or Director, persons covered by the Memorandum of Understanding with the Civil Service Association of Ontario Inc. in the non-academic bargaining unit and teachers, counsellors and librarians employed on a part-time or sessional basis.

NOTE A "Part-time" in this context shall include persons who teach six hours per week or less"

NOTE B "Sessional in this context shall mean an appointment of not more than twelve months duration in any twenty-four month period"

RELATIONSHIP

2.01 The Colleges and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

2.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities on the College premises, except as specifically set out in this Memorandum or by written permission of the College concerned, but such permission shall not be unreasonably withheld.

SALARIES

3.01 The salary scales applicable to full-time employees shall be as set out in Appendix I attached hereto.

3.02 The starting salaries and progression within the salary scales shall be as set out in the Colleges' Classification Plans dated August, 1975 and the application to present employees shall be as set out in the "Guidelines for the Implementation of Salary Adjustments and the Classification Plans" endorsed by the parties.

3.03 (a) Persons who teach thirteen hours or more will be salaried, the salary range to be determined according to the proportion that the individual's part-time teaching load is to the average full-time teaching load of the department of the particular College concerned. (This pro-rating of salary does not apply to any full-time teacher who for whatever reason may at some time have a reduced teaching duty of less than thirteen hours per week).

(b) Persons who teach over six and up to twelve hours per week shall not receive salary, vacations, holidays or fringe

benefits (except for coverage of Workmen's Compensation and liability insurance) under this Memorandum and Appendix I, but shall be paid for the performance of each teaching hour at an hourly rate within the range of hourly rates set out in Appendix II.

INSTRUCTIONAL ASSIGNMENTS

4.01 The College will establish teaching schedules that adhere to the following:

	Group 1 (Academic Post Secondary)	Group 2
Maximum teaching hours per week	19	21
Maximum teaching hours per year	(50) 700	684 (50) 900
Maximum teaching hours for Nursing per year	702	775 (50)
Maximum contact days per year	180 (50)	190 (50)

The maximum teaching hours per week shall be determined on a rolling average for a period not exceeding three months.

Each contact day (being a day in which one or more teaching hours occur) or part thereof assigned by the College and performed in excess of the annual maximum number of contact days for the Group, concerned as set out above shall be paid on the basis of 1/180th of the employee's annual salary for Group 1 and 1/190th of the employee's annual salary for Group 2, provided, however, any payments for work in excess of time limits will not be pyramided.

4.02 (a) Recognizing the unique characteristics of each College, the diversity of programmes and instructional techniques and the consequent range and variety of individual assignments, the parties agree that within three (3) weeks

following the publishing of instructional assignments in September, a College Instructional Assignment Committee of six (6) persons (three (3) persons to be appointed by each party and to include the College President or Senior Administrative Academic Officer) shall meet to:

(i) consider the application of Section 4.01 to the instructional assignments across the College;

(ii) resolve apparent inequitable instructional assignments;

(iii) consider a claim by an individual that his instructional assignment is inequitable.

The Committee shall in its considerations have regard to such variables affecting assignments as:

(a) nature and number of subjects to be taught;

(b) level of teaching and business experience of the faculty and availability of technical and other resource assistance;

(c) necessary academic preparation and student contact;

(d) examination marking and assessing responsibilities;

(e) size of class;

(f) instructional mode(s);

(g) assignments ancillary to instructional activities;

(h) previously assigned schedules;

(i) other assignments.

(j) necessary excessive travel time between assignments;

(b) A majority decision of the College Committee (and the Central Committee referred to below) shall be binding upon the parties and the employee(s) concerned.

(c) An unresolved claim by an individual teacher shall be referred to the Central Instructional Assignment Committee for consideration and it shall complete its considerations within two weeks of the referral.

(d) If the teacher's complaint is not satisfactorily resolved by the Committee, he may file a grievance as to the application of Section 4.01 within ten (10) days of receiving the Committee's report referred in paragraph (c) above and refer the grievance to arbitration as referred to in Section 9.03.

4.03 The parties agree to appoint a Central Instructional Assignment Committee of six (6) persons (three (3) from each party) by September 30th, 1975 to consider the feasibility of:

(i) classification of lecture and other instructional modes and identify the factors and components that make up such assignment;

(ii) the establishment of groups into grades or ratings of such factors and components for the purpose of weighing;

(iii) the application of a plan to describe, group, evaluate and rate the factors and components of the instructional assignments;

(iv) grading bench-marks based on observation to assist in the evaluation of existing assignments and components.

The College Instructional Assignment Committee may also consider the above matters and shall submit any report thereon to the Central Committee by December 31st, 1975.

Such Central Committee to report to the parties as to their conclusions by March 31st, 1976 and the Committee to have the right to obtain the assistance of expert advisors upon arrangements mutually agreed by the parties.

4.04 The academic year shall be ten (10) months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from 1st September to the following 30th June. The academic year shall in any event permit year round operation

and where a College determines the needs of any programme otherwise, then the scheduling of a member in one or both of the months of July and August shall be on a consent or rotational basis.

4.05 The assigned hours of work for Librarians and Counsellors shall normally be thirty-five (35) hours per week but shall not be formally assigned in excess of thirty-five (35) hours per week.

4.06 The parties agree that no college shall circumvent the provisions of this Article by arranging for unreasonable teaching loads on the part of persons who are excluded from or not included in the academic bargaining unit.

4.07 During the teaching schedule, employees shall not take any employment, consulting or teaching activity outside the College except with the prior written consent of his Department Head.

4.08 Where the Colleges require the performance of work beyond the limits herein established, the Colleges shall provide any such employee with proper work facilities during such period.

VACATIONS

5.01 A member of the teaching faculty who has completed one full academic year's service with the College shall be entitled to a vacation of two months as scheduled by the College, except that a member assigned to teach for an additional month (11th month) over the normal teaching schedule of the equivalent to ten months as part of a continuous twelve-month programme, shall be entitled to a vacation of one month, as scheduled by the College. Such member shall also receive a bonus of ten percent of the employee's annual salary for the additional eleventh month of teaching assignment to be paid on completion of such assignment. A member assigned to teach in the eleventh month for less than a full month will be entitled to a pro-rata amount

of the ten percent bonus referred to above to be paid on completion of such assignment.

A member of the teaching faculty teaching in a continuous programme shall not be required to teach for more than twelve consecutive months without a scheduled vacation of at least one (1) month.

It is understood that the above provisions for vacations is not intended to prohibit Colleges from scheduling non-teaching periods at Christmas and New Year's, or at any other mid-term break.

5.02 A librarian or counsellor who has completed one (1) year's service with the College shall be entitled to a vacation of twenty-two (22) working days as scheduled by the College and to an additional working day of vacation for each additional year of completed service up to an aggregate of thirty (30) working days. If a librarian or counsellor, as a result of local practice at a College, has been receiving greater vacation benefits than as provided in the foregoing, such benefits shall continue for the duration of this Memorandum.

HOLIDAYS

6.01 An employee will be granted the following holidays on the day on which the holiday occurs or is celebrated by the College without reduction of salary:

— New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day —
	Boxing Day —

— Two holidays specified by the College upon at least thirty days prior notice being given by the College of the date of observance.

6.02 When a holiday as defined in Section 6.01 falls within the vacation period of a member of the academic staff teaching an eleventh month as referred to in Section 5.01, a counsellor or a librarian, he shall be granted an additional day off at a date designated by the College.

6.03 When a holiday as defined in Section 6.01 falls on a Saturday or Sunday, the College shall designate a day in lieu thereof.

MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, classify, assign, appoint, promote, demote, lay-off, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance in the manner and to the extent provided in this Agreement;

- (c) generally to manage the College and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

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

SERVICE

8.01 (a) An employee will be on probation until he has completed the probationary period which shall be of two years'

duration. During the probationary period the employee will be informed of his progress at six-month intervals. Also, it is understood that an employee may be released during the first five months following the commencement date of his employment upon at least thirty (30) calendar days' written notice and during the remainder of his probationary period upon at least ninety (90) calendar days' written notice.

(b) Service for the purpose of this Article shall be defined as length of continuous service with the College. Upon the completion of his probationary period, a full-time employee shall be credited with two (2) years' continuous service. An employee who commenced full-time employment with the College directly from the College's predecessor educational institutions shall be credited for the purpose of this Article with his continuous service in such predecessor institution.

8.02 (a) It being understood that the release of an employee during the probationary period shall not be the subject of a grievance under the Grievance Procedure, an employee who has completed his probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance Procedure.

(b) An employee being discharged who has completed his probationary period shall be notified in writing by the College President or the person(s) he designates for that purpose. When the reasons for discharge of the employee are not such as to warrant immediate discharge, the College will give ninety (90) calendar days' written notification.

8.03 Resignation

An employee shall resign by giving at least ninety (90) calendar days' written notice to the College, failing which (and unless otherwise agreed between the employee and the College) he shall receive the minimum vacation payment to which he is entitled under applicable legislation in lieu of any vacation pay

or credit to which he is entitled under this Memorandum of Agreement.

8.04 When a College decides to lay-off one or more employees who have completed the probationary period, the following procedure shall apply:

(a) the College will notify the College Academic Branch President of the staff reduction;

(b) within seven (7) calendar days of receipt of such notification, the College and Union Committees shall meet for the purpose of the College advising of the circumstances surrounding the decision to reduce staff and for the parties to discuss the basis of the College's selection of the employees affected including alternative assignments considered by the College.

(c) following such meeting, written notice of lay-off of not less than ninety (90) calendar days' duration shall be given to employees being laid off;

(d) the Union shall have the right to have a staff representative(s) of the Union present at meetings with the College under this section, in which event, the College shall have the right to have an equal number of additional representatives of the College attend such meetings. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings contemplated hereunder or the notice to individuals affected by the staff reduction.

8.05 When the College decides to lay-off one or more employees who have completed the probationary period, the following placement and displacement provisions shall apply to full-time employees. It is understood that in the application hereof the College retains the right to determine the employees who will most effectively and efficiently carry out the objectives, operations, programmes and purpose of the College:

(a) an employee will be re-assigned within the College to a vacant full-time position in lieu of being laid off if, in the assessment of the College which shall not be exercised arbitrarily or unreasonably, the employee has the competence, skill, experience and suitability to perform the full requirements of a vacant position;

(b) failing placement under paragraph (a) above, such employee shall be re-assigned to displace another full-time employee in the same classification provided that:

(i) in the College's assessment, which shall not be exercised arbitrarily or unreasonably, the displacing employee has demonstrated in his employment with the College the competence, skill, experience and suitability to fulfill the requirements of the position at least equal to the employee being displaced;

(ii) the employee being displaced has lesser continuous service with the College;

(c) failing placement under paragraph (b) above, such employee shall be re-assigned to displace a full-time employee in another classification upon acceptance of the identical employment conditions as the classification concerned provided that:

(i) in the College's assessment, which shall not be exercised arbitrarily or unreasonably, the displacing employee has demonstrated in his employment with the College the competence, skill, experience and suitability to fulfill the requirements of the position at least equal to the employee being displaced;

(ii) the employee being displaced has lesser continuous service with the College;

(d) failing placement under paragraph (c) above, such employee shall be re-assigned to displace a partial-load employee or a part-time employee as defined in Appendix II in the same classification upon acceptance of the identical

employment conditions as the partial-load or part-time employee concerned provided that:

(i) in the College's assessment, which shall not be exercised arbitrarily or unreasonably, the displacing employee has demonstrated in his employment with the College the competence, skill, experience and suitability to fulfill the requirements of the position at least equal to the employee being displaced;

(ii) the partial-load or part-time employee being displaced has lesser continuous service with the College as determined in Appendix II;

(e) failing placement under paragraph (d) above, such employee shall be re-assigned to displace a sessional employee in the same classification upon acceptance of the identical employment conditions as the sessional employee concerned provided that:

(i) in the College's assessment, which shall not be exercised arbitrarily or unreasonably, the displacing employee has demonstrated in his employment with the College the competence, skill, experience and suitability to fulfill the requirements of the position at least equal to the employee being displaced;

8.06 (a) When the College decides to recall full-time employees from lay-off, a person who has been laid off under Section 8.05 will be recalled to his former or another full-time position, provided that in the assessment of the College, which shall not be exercised arbitrarily or unreasonably, he has demonstrated in his employment with the College the competence, skill, experience and suitability to fulfill the full requirements of the position concerned. Such recall entitlement shall apply during the period of two (2) years from the date of lay-off.

(b) If more than one (1) employee is entitled to recall to a position under paragraph (a) above, and where the competence, skill, experience and suitability as demonstrated

with the College of the persons are relatively equal in the assessment of the College which shall not be exercised arbitrarily or unreasonably, the person with the greater continuous service will be recalled.

8.07 (a) Within three (3) months following execution of this Agreement, the College shall prepare and post College service lists of all regular full-time employees showing the employee's name, classification, division and date of commencement of continuous College service pursuant to this Article. Such College Service List shall also be sent to the Union Branch President.

(b) Such list shall be posted for at least two (2) weeks and the information contained therein shall be considered correct for all purposes unless the employee disputes its accuracy within such two (2) week period by filing written notice thereof with the College.

(c) If an error is established subsequent to the period referred to in paragraph (b) above, the correction shall not render the College liable in any manner for actions based thereon.

(d) An employee who completes his probationary period shall be advised of his date for continuous service and such information will be provided to the Union.

8.08 An employee claiming improper lay-off contrary to the provisions of this Agreement shall state the name of the employee in the grievance who the grievor claims he should displace and shall be entitled to grieve under only one of subparagraph (a), (b), (c), (d) or (e) of Section 8.05 and against only one full-time employee or two or more partial-load or part-time employees.

8.09 Extension and Continuing Education programmes and courses which are not included in the regular assignment of full-time employees are excluded from the application of this Article for all purposes.

8.10 Continuous service credit shall be lost and employment deemed terminated if:

(a) an employee is discharged, and he is not reinstated through the grievance or arbitration procedure;

(b) a person is laid off for more than twenty-four (24) months;

(c) an employee resigns or leaves the employ of the College;

(d) a person on lay-off fails to return to the College's employ in accordance with the notice of recall;

(e) a person utilizes a leave of absence for other than the reason for which the leave of absence is given;

(f) a person fails to return upon the completion of any leave of absence except for reasons satisfactory to the College.

8.11 A full-time employee shall continue to accumulate continuous service for the purpose of this Article while he:

(a) is in the College's active employ;

(b) is absent for up to three (3) months through verified illness or on leave of absence;

(c) is on sabbatical leave for up to twelve (12) months.

8.12 In addition to the posting of notice of other job vacancies which the College may decide to post, notice will be posted of jobs covered by this Agreement which the College advertises outside the College in a newspaper or trade journal. Such a notice will be posted for at least five (5) days in order to permit application to be filed.

8.13 The lay-off of employees arising from a strike by employees in the support staff bargaining unit shall not require notice as set out in Sections 8.02 and 8.04. Section 8.05 shall not apply thereto provided the lay-off of employees is in an uniform manner. A probationary employee shall have his continuous service bridged over the period and he shall be credited with his service as at the date of lay-off.

8.14 (a) A person who has been in a position that is now covered by the Agreement and has been or is assigned a position with the College outside the Agreement will be credited with and continue to accumulate service for the purpose of this Agreement while in the employ of the College.

(b) Service with the College in a position ordinarily outside the bargaining unit in the course of which teaching, counselling or library assignments have been undertaken in the College (other than on an unusual or isolated basis) shall count in computing service of persons hired by the College in positions outside the Agreement. Such service shall be credited in the proportion that the teaching, counselling or library assignment is of a full time assignment based on one-quarter, one-half or three-quarters of a month of service for each full months service.

8.15 (a) In the event of a recall being made by the College, the College shall advise of the names and classifications of the persons recalled;

(b) Effective October 31st and at least quarterly thereafter, the College shall notify the local branch president of all hirings of personnel assigned to perform work of the nature of that performed by the members of the bargaining unit, provided that the extent of a persons work is in excess of twenty hours in a month and except as to persons employed in extension and continuing education. The College shall supply the Union with an initial list of all personnel who performed such work to such an extent during October.

GRIEVANCE PROCEDURE

9.01 Sections 9.01 to 9.05 inclusive apply to an employee covered by this Agreement who has been employed continuously for at least the preceding six months.

9.02 Complaints

It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is

understood that if an employee has a complaint, he shall discuss it with his immediate Supervisor within fifteen (15) days of the occurrence or origination of the circumstances giving rise to the complaint in order to give his immediate Supervisor an opportunity of adjusting his complaint. The discussion shall be between the employee and his immediate Supervisor unless mutually agreed to have other persons in attendance. The immediate Supervisor's response to the complaint shall be given within five (5) days after the discussion with the employee.

9.03 Grievances

Failing settlement of a complaint, it shall be taken up as a grievance in the following manner and sequence provided it is presented within five (5) days of the immediate Supervisor's reply to the complaint:

Step. No. 1:

An employee shall present a signed grievance in writing to his immediate Supervisor setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The immediate Supervisor shall arrange a meeting within five days of the receipt of the grievance at which the employee, the Union steward, if the steward so requests, the Dean of the Division and the immediate Supervisor shall attend and discuss the grievance. The immediate Supervisor and Dean will give the grievor and the Union steward their decision in writing within five (5) days following the meeting. If the grievor is not satisfied with the decision of his immediate Supervisor and Dean, he shall present his grievance in writing at Step 2 within ten (10) days of the day he received such decision;

Step No. 2:

The grievor shall present his grievance to the President of the College concerned. The President or his designee shall convene a meeting concerning the grievance, at which the grievor shall have an opportunity to be present, within fifteen

(15) days of the presentation, and shall give the grievor and the Union steward his decision in writing within ten (10) days following the meeting. In addition to the Union steward, a Union staff representative shall be present at the meeting herein if requested by the employee, the Union or the College. The President or his designee may have such officials or counsel attend as he deems necessary.

In the event any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to the other party within ten (10) days of the date of receipt by the grievor of the decision of the College official at Step No. 2, be referred to arbitration as hereinafter provided.

9.04 (a) Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a Board of three (3) arbitrators composed of an arbitrator appointed by each of the College and the Union and a third arbitrator who shall be Chairman. The Chairman shall be selected from the following panel:

Dean Harry Arthurs
Howard D. Brown, Esq.,
Donald O'Shea, Esq.,
Professor E.E. Palmer
Professor W.B. Raynor
O.B. Shime, Esq.,
J.F.W. Weatherill, Esq.,

Representatives of the Council and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of a Chairman to hear each of the grievances. The Chairman shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such

panel. Following selection of a Chairman, the College and the Union shall each appoint its arbitrator within ten days thereafter and forthwith notify the other party and the Chairman. However, if the College and Union mutually agree prior to selection of a Chairman to arbitration by a sole arbitrator, he shall be selected from the panel as in the case of a Chairman and the other provisions referring to an arbitration board shall appropriately apply.

(b) No person shall be appointed as an arbitrator who is or was within six months prior to his appointment an employee or is or has within six months prior to his appointment, acted as solicitor, Counsel, advisor, agent or representative of either of the parties or the College concerned. Any Chairman who declines to act on five (5) consecutive occasions shall be removed from the panel and a replacement selected by mutual agreement of the parties.

(c) The finding of the majority of the arbitrators as to the facts and as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement shall be final and binding upon all parties concerned, including the employee(s) and the College.

(d) The arbitration board shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for grievance under this agreement.

(e) The College and the Union shall each pay one-half the remuneration and expenses of the Chairman of the Arbitration Board and shall each pay the remuneration and expenses of the person it appoints as arbitrator.

9.05 General

(a) If the grievor fails to act within the time limits set out at any Step, the grievance will be considered abandoned;

(b) if an official fails to reply to a grievance within the time limits set out in any Step, the grievor may submit his grievance to the next Step of the grievance procedure;

(c) at any Step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement;

(d) at a meeting at any Step of the grievance procedure, the employee may be represented by a Union Steward if the employee desires such assistance;

(e) the Arbitration Board may dispose of a grievance without further notice to any person who is notified of the Hearing and fails to appear;

(f) where the Arbitration Board determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances;

(g) it is understood that nothing contained in this Article shall prevent an employee from presenting personally his grievance up to and including a Hearing by the Arbitration Board without reference to any other person. However, a Union steward may be present as an observer, commencing at Step 1, if the steward so requests;

(h) the College and the Union shall each keep the other advised in writing of the names of its respective representatives authorized to act on its behalf under the Grievance Procedure.

9.06 Dismissal

It being understood that the dismissal of an employee during the probationary period shall not be the subject of a grievance, an employee who has completed his probationary period may lodge a grievance in the manner set out in sections 9.07 and 9.08.

9.07 An employee who claims he has been dismissed without cause shall, within fifteen (15) days of the date he is advised in

writing of his dismissal, present his grievance in writing to the President commencing at Step. No. 2 and the President shall convene a meeting and give the grievor and the Union steward his decision in accordance with the provisions of Step 2 of Article 9.03.

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

9.09 Group Grievance

In the event that more than one employee is directly affected by one specific incident and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the Director of Personnel or as designated by the College within fifteen (15) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Step No. 1 of the Grievance Procedure. Two grievors of the group shall be entitled to be present at meetings in Step No. 1 or 2 unless otherwise mutually agreed.

9.10 Union Grievance

The Union shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal or group grievance shall not be by-passed.

Such grievance shall be submitted in writing by the Union General Manager or the Union Grievance Officer at Head Office or a Branch President to the Director of Personnel or as designated by the College, within fifteen (15) days following the

occurrence or origination of the circumstances giving rise to the grievance commencing at Step No. 1 of the Grievance Procedure set out above.

9.11 College Grievance

A college shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by the President or his nominee, to the Union at the College concerned with a copy to the Union Grievance Officer within fifteen (15) days following the occurrence or origination of the circumstances giving rise to the grievance, commencing at Step 2. Failing settlement at a meeting held within fifteen (15) days of the presentation of the grievance, the Union shall give the College its written reply to the grievance in ten (10) days following the meeting. Failing settlement, such grievance may be referred to the Arbitration Board within fifteen (15) days of the date the College received the Union's reply.

9.12 Definitions

(a) "Committee Secretary" means the Secretary to the Staff Affairs Committee of the Council of Regents;

(b) "day" means a calendar day

(c) "Union" means the Civil Service Association of Ontario Inc. ;

(d) "grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement.

UNION DEDUCTION

10.01 There shall be an automatic deduction of the regular monthly dues from the salaries of those employees on whose behalf such dues are presently being deducted.

10.02 The equivalent of the regular monthly membership dues shall also be deducted from the salaries of all new employees.

10.03 Dues shall be deducted upon the receipt of written authorization from any other employee as at present.

10.04 The amount so deducted shall be remitted to the Union Head Office in accordance with and subject to the conditions set out in the Ontario Regulations, particularly paragraph 4 of Ontario Regulations 403/69. The cheque shall be accompanied by a list of the names and locations of employees from whom the deductions have been made.

UNION BUSINESS

11.01 That up to a maximum of five (5) persons per College be released from duty for sufficient time to engage in Arbitration Board Hearings or Provincial Union Committee Meetings for members thereof or Union conventions for elected delegates thereto (which may include seminars or conferences which will be considered by the College concerned on their individual merit(s)), provided such release does not in the opinion of the President, interfere with the efficient operation of the College.

11.02 The regular salary, pensions, sick leave, insurance and other fringe benefits of persons released from duty under Section 11.01 shall continue to be paid by the College, and the Union shall reimburse the College for the salary portion thereof.

11.03 (a) The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time person who has completed his probationary period for the purpose of assisting employees and the Local Branch in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Branch Committees in order to take into

account variations of:

(i) the philosophical desirability of any teaching or work assignment reduction having regard to the Branch structure of its officers and their function.

(ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the college concerned.

(b) In recognition that resolution locally as referred to in (a) above 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 Local Branch in the administration of this Agreement and the business directly pertinent thereto:

(i) In each College of 400 or less full-time persons in the academic bargaining unit, there shall be one unit of reduction that would otherwise have been assigned from 3 to 5 teaching hours per week in the case of a teacher;

(ii) in each College of more than 400 full-time persons in the academic bargaining unit, there shall be two units of reduction that would otherwise have been assigned of from 3 to 5 teaching hours per week in the case of a teacher;

(iii) In the case of a librarian or counsellor, one unit of reduction shall be 9 hours of work assignment.

*11.04 (a) The Union Branch shall advise the College President by June 1 of each year of the person or persons to have a reduced teaching or work assignment pursuant to the provisions of (a) or (b) above and the College shall arrange the reductions as provided herein effective for the academic year commencing September 1 subject to the availability of a suitable replacement or substitute for the person(s) concerned and the efficient operation of the College.

(b) The regular salary, pensions, sick leave, insurance and other fringe benefits of persons with a reduced teaching or work

assignment pursuant to Section 11.03 above shall continue to be paid by the College and the Union shall reimburse the College for the salary portion thereof.

(c) It is agreed that such persons when active in Union business shall not hinder or interfere with College assignments and the regular performance of employee(s) duties and responsibilities and shall co-operate with College officials in this objective.

COLLEGE MEETINGS

12.01 The Union may appoint a Committee at each College composed of up to three (3) members from among employees who have completed the probationary period. Where a College has another Campus more than twenty miles away from the College's main establishment, with at least twenty (20) employees covered by this Agreement employed thereat, the Union may appoint a Campus Committee of up to three (3) members, two (2) of whom shall be from employees on that Campus who have completed the probationary period.

12.02 A Committee of three (3) members appointed by the College or Campus officials will meet with the Union College or Campus Committee at a mutually agreed time and place provided that either party requests and gives at least seven (7) days prior notice accompanied by an agenda of matters proposed to be discussed. It is agreed that matters to be the subject of discussion at meetings include:

(i) the local application of this Memorandum of Agreement,

(ii) clarification of procedures or conditions causing misunderstanding or grievances and,

(iii) other matters which are mutually agreed upon.

It being understood that the College will continue to make reasonable provision for the safety, health and the

environmental conditions of air, light, space and temperature of employees' work areas in the College, a complaint of an employee concerning safety, health and the environment conditions mentioned above shall be discussed at a meeting under this Section and not under the provisions of the Grievance Procedure.

It is agreed that meetings under this Section shall not concern or entertain matters that are properly the subject of meetings as provided in Section 24.02.

12.03 Where it is considered mutually desirable that the local Union Branch and the College set out in writing the resolution of a matter as to the local application of this Agreement or clarification of procedures or conditions causing misunderstanding or grievances as referred to in sub paragraph (i) or (ii) above, such resolution may be signed by the parties and apply for the specific terms agreed upon but, in any event, shall not continue beyond the term of this Agreement as currently in effect.

COPYRIGHT

13.01 Except as may be otherwise mutually agreed between the employee and the College, a work produced by an employee for the purpose of advancing the attainment of the educational objectives of the College or produced with College resources shall be and remain the property of the College. Other works produced by an employee on his own time shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada) and in particular section 12(3) thereof.

LEAVE OF ABSENCE

14.01 Both parties to this Agreement recognize the overriding professional responsibility to the students. Leaves of absence as provided in this Article will therefore be scheduled where

possible to ensure a minimum of disruption to the educational programs of the College. Reasonable notice shall be given to the department head concerned.

14.02 Leave of absence without pay may be granted by the College for legitimate personal reasons.

14.03 Leave of absence because of pregnancy shall be granted in accordance with the Employment Standards Act (Ontario).

14.04 Maternal leave of absence without pay on the adoption of a child shall be granted for a mutually agreed period, such period to be of not less than six weeks duration if requested by the employee.

14.05 Leaves of absence for personal reasons, religious leave and special leave in extenuating personal circumstances may be granted at the discretion of the College without loss of pay.

14.06 On the death of an employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent or grand-child and in order to attend or arrange the funeral, an employee shall be granted leave of absence of one or more days without loss of pay, the duration of the leave to be at the discretion of the College.

SABBATICAL LEAVE

15.01 A Sabbatical Leave of Absence may be granted by the College, subject to the condition that the academic employee return to the College upon the termination of the Sabbatical Leave, provided:

(a) the academic employee has been a member of the faculty of the College concerned for a period of not less than six years;

(b) a suitable substitute can be obtained;

(c) the purpose of the leave is for college approved academic or industrial pursuits;

(d) the leave will normally be for a period of twelve months;

(e) conditions are that the academic employee, upon termination of the Sabbatical leave, will return to the College granting the leave for a period of at least one year failing which, he shall repay the College all salaries and fringe benefits received by him while on Sabbatical Leave;

(f) the salary paid to the academic employee will be based on the following scale except as otherwise mutually agreed;

50% of his normal salary after six years of employment with the College concerned, increasing by 5% per year of additional service to a maximum of 70% of his normal salary after ten years.

It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period, exceeds the amount of the employee's normal salary.

(g) applications for Sabbatical Leave will be submitted, in writing, to the Chairman of the Department at least six months prior to the commencement date.

(h) all applicants will be notified, in writing by the President, as to the disposition of their application for Sabbatical Leave.

(i) an applicant who is denied Sabbatical Leave shall be notified in writing of the reasons for the denial.

NO STRIKE AND NO LOCK-OUT

16.01 The Union agrees there shall be no strike and the Council of Regents agrees there shall be no lock-out, "strike" and "lock-out" being as defined in The Colleges Collective Bargaining Act, 1975.

BENEFITS

17.01 Basic Life Insurance Plan

The Colleges agree to continue the present Group Basic Life Insurance Plan to provide term insurance coverage of \$5,000 on the life of the employee and to pay the full premium for employees covered thereby and subject to the eligibility requirements thereof.

17.02 Supplemental Life Insurance Plan

Commencing with the month of October 1975 the Colleges agree to amend the present Supplemental Life Insurance Plan to provide term insurance coverage of \$20,000 for single employees and \$40,000 for employees with dependent(s) for employees requesting such coverage. The Colleges agree to pay fifty percent (50%) toward the premium of such Plan for an employee covered thereby subject to the payment of the balance of the premium through payroll deduction.

*An employee enrolled on August 1, 1975 may elect on or before October 1st, 1975 to continue coverage based on twice annual earnings as at August 1, 1975.

17.03 Long Term Income Protection Plan

The employees shall pay the full premium of the present Long Term Income Protection Plan, the benefit level to be increased to sixty percent (60%) of basic monthly earnings.

18.01 Ontario Health Insurance Plan

The Colleges agree to pay ninety percent (90%) toward the premium of the Ontario Health Insurance Plan for employees covered thereby subject to the payment of the balance of the premium by the employee through payroll deduction and subject to the eligibility requirements of the Plan.

18.02 Extended Health Plan

The Colleges agree to pay ninety percent (90%) toward the premium of the Extended Health Plan for employees covered thereby subject to the payment of the balance of the premium by the employee through payroll deduction and subject to the eligibility requirements of the Plan.

19.01 Workmens Compensation

All employees shall be covered by Workmen's Compensation.

20.01 Liability Insurance

Each College shall arrange liability insurance coverage of employee's liability, while performing duties or tasks required and authorized by the College or customarily performed as part of the employee's duties.

MILEAGE ALLOWANCE

21.01 An employee authorized to use his car on approved College business including travelling to assigned duties away from his accustomed work location, shall be paid mileage allowance in accordance with the following:

(a) for the first five thousand miles driven —

at the rate of 20¢ per mile for the part thereof in Northern Ontario and 19¢ per mile for the part in Southern Ontario;

(b) for mileage driven over five thousand miles and up to fifteen thousand miles —

at the rate of 15¢ per mile for the part thereof in Northern Ontario and 14¢ per mile for the part thereof in Southern Ontario;

(c) For mileage driven over fifteen thousand miles —

at the rate of 13¢ per mile for the part thereof in Northern Ontario and at the rate of 12¢ per mile for the part

thereof in Southern Ontario;

(d) The boundary between Northern and Southern Ontario shall be —

Healy Lake (Municipal) Road from Healy Lake easterly to its junction with Highway 612; to Highway 103; Highway 103 easterly to its junction with Highway 69; Highway 69 easterly to its junction with Highway 118; Highway 118 through Bracebridge to its junction with Highway 11; Highway 11 northerly to its junction with Highway 60 at Huntsville; Highway 60 easterly to its junction with Highway 62 at Killaloe Station, Highway 62 to Pembroke, the above named highways to be included in southern Ontario;

(e) For the purpose of this section all mileage outside of Ontario will be at the rates for Southern Ontario.

PERSONNEL RECORDS

22.01 Performance appraisals, which are to be filed on the employee's record, shall be shown to the employee in advance. The employee may add his views to such appraisal before it is filed. Each employee shall receive a copy of any disciplinary notice to be placed in his personnel file. Access of an employee to his file containing performance appraisals, records of educational achievement and disciplinary notices shall be the subject of discussion under Article 12.02 if requested.

NO DISCRIMINATION

23.01 (a) The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Colleges, by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.

(b) It is understood that nothing contained in (a) above limits the right of an employee to grieve in accordance with the

grievance procedure as set forth in Article 9 hereof.

DURATION

24.01 This Memorandum shall take effect commencing September 1st, 1975 and shall continue in full force and effect until the 31st day of August, 1976, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing in January, 1976 that it desires to amend this Memorandum.

24.02 Negotiations shall begin within thirty (30) days following notification for amendment as provided above. Proposals having application to an individual College only which the parties to this Agreement agree are appropriate for discussion at meetings directly between a College Committee of three members (as appointed under Section 12.01) shall be held at mutually agreed dates during the period of one month following receipt of the notification referred to in Section 24.01. Failing settlement, such proposal(s) may then be included as matters for discussion in the negotiations between the parties of this Memorandum.

DATED at TORONTO, Ontario, this 17th day of September, 1975.

For the Ontario Council of Regents for Colleges of Applied Arts and Technology with respect to and on behalf of Colleges of Applied Arts and Technology.

Norman A. Sisco

Chairman, Ontario Council of Regents

J.D. McFarlane

Chairman, Staff Affairs Committee

For the Civil Service Association of Ontario Inc.

C. Darrow

President, Civil Service Association of Ontario Inc.

C. Trower

Bruce McColl

Ron Martin

Bill Vair

John Jaffray

Bill Kuehnbaum

Al Dalsto

Maxine Jones

E.G. Theobald

APPENDIX I

TEACHING MASTERS & COUNSELLORS — SALARY SCALE

The salary maximums are established in terms of relevant formal educational levels and equivalencies as listed below:

Min.: 12,000

Step 1 12,750.

Step 2 13,500.

Step 3 14,250.

Step 4 15,000.

Step 5 15,750.

Step 6 16,500. * Mid-point for
Step 12

Step 7 17,250. * Mid-point for
Steps 13 & 14

Step 8 18,000. * Mid-point
for Steps 15 & 16

Step 9 18,750.

Maximum starting salary
for step 12 qualifications.
Maximum starting salary
for step 13 qualifications.

Step 10 19,500.

Maximum starting salary
for step 14 qualifications.

Step 11 20,250.

Maximum starting salary
for step 15 qualifications.

Step 12 21,000. Maximum salary
— No formal post-
secondary diploma,
certificate or degree.

Maximum starting salary
for step 16 qualifications.

Step 13 21,750. Maximum salary
1 year post-secondary
certificate.

Step 14 22,500. Maximum salary
— 2 year C.A.A.T.
Diploma or Certified
Journeyman.

Step 15 23,250. Maximum salary
— 3 year C.A.A.T.
Diploma or
General/Pass
University Degree

Step 16 24,000. Maximum salary
— 4 years Honours
University Degree or
more or C.G.A.,
P. Eng., C.A., or R.I.A.

* The mid-points equal the step value of the maximum step attainable divided by two, and rounded to the next higher step where the quotient is not an integer.

ALLOWANCES — TEACHING MASTERS

Senior College Master Allowance

Those employees receiving a Senior College Master Allowance

will continue to be allowed to exceed the applicable maximum by an amount not to exceed \$2,000.

Co-ordinator Allowance

Those employees who are designated as Co-ordinators will receive an allowance equal to one or two steps on the appropriate scale. Such allowance will be in addition to the individual's salary.

1/6 of unit

INSTRUCTORS — SALARY SCALE

Minimum	10,100.
Step 1	10,850.
Step 2	11,600.
Step 3	12,350.
Step 4	13,100.
Step 5	13,850. * Mid-point of range
Step 6	14,600.
Step 7	15,350. * Maximum Starting Salary
Step 8	16,100.
Step 9	16,850.

* The mid-point equals the step value of the maximum step attainable divided by two, and rounded to the next higher step since the quotient is not an integer.

LIBRARIANS — SALARY SCALE

Librarian I

Minimum:	12,200.
Step 1	12,950.
Step 2	13,700.
Step 3	14,450. * Mid-point of range
Step 4	15,200. Maximum Starting Salary
Step 5	15,950.
Step 6	16,700.

Librarian 2

Minimum: 14,500.

Step 1 15,250.

Step 2 16,000.

Step 3 16,750. * Mid-point of range

Step 4 15,200. Maximum Starting Salary

Step 5 18,250.

Step 6 19,000.

* The mid-point equals the step value of the maximum step attainable divided by two.

Annual increments to the mid-point are based upon experience, at the rate of 1 step for each completed year of on-the-job experience. Above the mid-point but not beyond the maximum, one step will be granted where performance in the past year was satisfactory.

APPENDIX II

1. As referred to in Section 3.03(b) of the Memorandum of Agreement, teachers who teach more than six to not more than twelve hours per week inclusive, shall not receive salary, vacations, holidays or fringe benefits (except for coverage of Workmen's Compensation and Liability Insurance) but shall be paid for the performance of each teaching hour at an hourly rate within the following range:

Minimum — \$8.00 per hour

Maximum — \$22.00 per hour

It is understood that there is no entitlement to any retroactive payment prior to date of execution of the Memorandum.

2. It is agreed that Article 8 has no application to teachers teaching from more than six to twelve hours per week inclusive or sessional teachers. Such teachers may be released upon two weeks written notice and shall resign by giving two weeks written notice.

3. The probationary period shall be a continuous period equivalent to two years of full time service as set out below:

(a) a teacher teaching more than six to not more than twelve hours per week inclusive will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of one half months credit for each full month of service and the probationary period for teachers covered hereby will therefore be of four years continuous duration;

(b) a teacher hired on a full-time sessional basis shall be entitled to credit for service from September 1, 1971 (but not earlier) and will, upon completion of twelve months sessional service within a twenty-four month period, be considered as having completed the first year of the two year probationary period. If such a sessional teacher is continued in employment after twelve months sessional service, he shall thereafter be covered by the provisions of the Memorandum of Agreement. It is also understood that sessional appointments will not be used for the purpose of filling continuing full-time positions.

(c) For the purpose of computing continuous service:

(i) a period of absence from the active employ of from one up to four months shall not be included in determining the length of continuous service, but service before and after such period of absence shall be deemed to be continuous and

(ii) a period of absence from the College's active employ of four months or more shall break the period of continuous service and service before and after such period shall not be deemed continuous service.

Guidelines for the Implementation of Salary Adjustments and the Classification Plans

1. All full-time Teaching Masters, Counsellors, Instructors and Librarians will receive the general increase applicable to the maximum of their particular scale. This will be applied to their salaries, exclusive of allowances. In the case of Teaching Masters and Counsellors, the general increase is the percentage increase applicable to the current Master maximum (\$21,337), to arrive at the maximum (step 16), of the new scale for Teaching Master and Counsellor.

2. After the application of 1 above, and except as modified by 2(f) below; all full-time Teaching Masters, Counsellors, Instructors and Librarians will be brought on to the new scales on the date of implementation on the following basis and in the following sequence:

(a) if after the application of 1, an employee is below the minimum salary for the applicable scale, the employee's salary will be increased to the minimum of that scale;

(b) each employee who is to receive an experience increment on September 1, 1975 will receive an increment of \$500;

(c) each employee who is to receive a normal performance increment on September 1, 1975 will receive an increment of \$500;

(d) each employee (other than as described in 2(e) and (f)) whose salary calculated as above is not an exact step value will be granted the amount necessary to bring his salary to the next higher step on the scale;

(e) in accordance with 3(a) and (b), each employee who is currently in receipt of Northern and/or Degree allowance(s) and whose salary, after the application of 1 and 2(a), (b) and (c), and with such allowance(s) now added, is below or at the maximum of the appropriate scale:

(i) will have such allowance(s) incorporated into his basic salary, and then

(ii) if the salary so calculated is not an exact step value, he will be granted the amount necessary to bring his salary to the value of the next higher step;

(f) in accordance with 3(a) and (b), each employee who is currently in receipt of Northern and/or Degree allowance(s) and whose salary, after the application of 1 and 2(a), (b) and (c), and with such allowance(s) added in, is above the maximum of the appropriate scale:

(i) will have such allowance(s) added to their salary, and

(ii) to the extent that the resulting rate exceeds the maximum of the appropriate scale, shall be maintained at that amount above the maximum for the term of this Agreement.

3. Allowances

(a) Northern Allowance

The new classification plans do not contemplate the continuation of the Northern Allowance. Therefore,

(i) no employee hired after the signing of this Agreement will be given a Northern Allowance;

(ii) employees currently receiving a Northern Allowance will have had it incorporated into their basic salaries, except as indicated in 2(f) above.

(b) Degree Allowance

(i) The new classification plans recognize advanced formal qualifications on appointment. The plans do not, however, contemplate future movement beyond the employee's appropriate maximum by the application of a Degree Allowance.

(ii) Employees currently receiving a Degree Allowance will have had it incorporated into their basic salaries except as indicated in 2(f) above.

(c) Senior College Master Allowance

Those employees receiving a Senior College Master Allowance will continue to be allowed to exceed the applicable

maximum by an amount not to exceed \$2,000.

(d) Co-ordinator Allowance

Those employees who are designated as Co-ordinators will receive an allowance equal to one or two steps on the appropriate scale. Such allowance will be in addition to the individual's salary.

4. The Colleges renew the commitment that faculty members currently classified as Affiliates, Assistants, Associates or Masters will not be reclassified as Instructors.

5. For Teaching Masters and Counsellors, the applicable maximum is the Step on the scale reflecting their individual qualifications. For Instructors and Librarians, the applicable maximum is the maximum salary for their classification. However, in the application of (2) above, the salary rate of an employee may exceed his maximum, in which case the higher rate will prevail for the term of this Agreement.

800 MASTER
1200 PHD
Termine above payment
incorporate into base salary

