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# **Collective Agreement for CAAT Academic Employees 1979 ~ 1981**

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**Ontario Public Service Employees Union**

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MEMORANDUM OF AGREEMENT, effective the 1st day of May, 1980.

BETWEEN

**THE ONTARIO COUNCIL OF REGENTS FOR COLLEGES OF APPLIED ARTS AND TECHNOLOGY** acting through its Student/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 —

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**  
(hereinafter referred to as the "Union")

**Article 1**  
**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 I 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 Agreement with the Ontario Public Service Employees Union in the support staff bargaining unit, and other persons excluded by the legislation 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."

**Article 2**  
**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, Union Executive or membership meetings 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.

### **Article 3**

#### **SALARIES**

**3.01** The salary scales applicable to full-time employees shall be as set out in Appendix 1 attached hereto.

**3.02** Determination of starting salaries and progression within the salary scales shall be in accordance with the College's Classification Plans dated August 1975 and as set out in the "Guidelines for the Implementation of Salary Adjustments and the Classification Plans" and the application to certain present employees above the maximum scale shall continue as set out in the "Guidelines" attached hereto, which also sets out the terms of reference of the Joint Educational Classification Subcommittee.

**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.)

Effective September 1, 1977 pro-rata salary payment under this article will be discontinued and the salary scales as set out in Appendix I will apply to persons teaching fourteen (14) hours or more on a regular basis. Persons teaching over six (6) and up to and including thirteen (13) hours on a regular basis will be covered by paragraph (b) hereof and Appendix II.

**3.03** (b) Persons who teach over six (6) and up to and including thirteen (13) hours per week on a regular basis shall be referred to as "partial-load" employees and 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 and in accordance with the other provisions of Appendix II.

It is recognized that a full-time teacher who may be assigned by the College to an instructional assignment of less than fourteen (14) hours per week shall continue to be paid on the basis of salary rather than on an hourly rate except as may occur through the application of Article 8, Seniority, or as may be mutually agreed between the employee and the College.

#### **Article 4**

##### **INSTRUCTIONAL ASSIGNMENTS**

At any College, either Article 4.01, Option "A" or Article 4.01, Option "B" shall continue in effect as last selected by the Local Union in accordance with the immediately previous Collective Agreement.

It is further agreed that the adoption of either Option "A" or Option "B" will be available for election by the Local Union on an individual College by College basis for the 1980-81 Academic Year, providing written notice of the selection is given by the Local Union to the College no later than April 1, 1980.

##### **Option "A"**

##### **INSTRUCTIONAL ASSIGNMENTS**

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

	<b>Group 1 (Academic Post Secondary)</b>	<b>Group 2</b>
Maximum teaching hours per week	19	21
Maximum teaching hours per year	700	900
Maximum teaching hours for Nursing per year		775
Maximum contact days per year	180	190

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.

For purposes of calculating the rolling average, when a teacher is absent on an assigned contact day by reason of sickness and is not replaced the assigned hours shall be deemed to have been taught.

It is understood that no teacher shall be assigned teaching hours in excess of the maximum teaching hours provided for herein except by voluntary agreement between the teacher and the college providing fair compensation (which may be by way of equivalent reduction in other teaching or non-teaching assignments or by way of monetary payments). If there is no such agreement or if there is a dispute arising out of such agreement a claim by an employee concerning compensation as referred to above for teaching hours in excess of the maximum teaching hours is subject to the grievance and arbitration procedure.

All individual arrangements between the teacher and his immediate supervisor shall be set out in writing within ten (10) days and filed by them with the Local Union President and the College for information purposes.

If requested by either the Union Local or the College, the other party will indicate whether a particular agreement has been filed with it and a copy will be provided upon request.

#### **Option "B"**

#### **INSTRUCTIONAL ASSIGNMENTS**

**4.01** Effective on the commencement of the second semester of the 1978-79 Academic Year, the College will establish teaching schedules that adhere to the following:

	<b>Group 1 (Academic Post Secondary)</b>	<b>Group 2</b>
Maximum teaching hours per week	20	22
Maximum teaching hours per year	700	900
Maximum teaching hours for Nursing per year		775
Maximum contact days per year	180	190

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.

A contact day assigned by the College which the employee would have otherwise performed except for illness and for which contact day the employee is not replaced shall be considered a contact day for the purpose of determining the number of contact days beyond which an extra payment allowance may be paid the employee, as set out above.

It is understood that no teacher shall be assigned teaching hours in excess of the maximum teaching hours provided for herein except by voluntary agreement between the teacher and the College providing fair compensation (which may be by way of equivalent reduction in other teaching or non-teaching assignments or by way of monetary payments).

If there is no such agreement or if there is a dispute arising out of such agreement a claim by an employee concerning compensation as referred to above for teaching hours in excess of the maximum teaching hours is subject to the grievance and arbitration procedure.

All individual arrangements between the teacher and his immediate supervisor shall be set out in writing within ten (10) days and filed by them with the Local Union President and the College for informational purposes. If requested by either the Union Local or the College, the other party will indicate whether a particular agreement has been filed with it and a copy will be provided upon request.

**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 agreed 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 assignment 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.

**4.02 (b)** A majority decision of the College Instructional Assignment Committee shall be binding upon the parties and the employee(s) concerned and its report shall be completed within three (3) weeks of the referral.

**4.02 (c)** If the teacher's complaint is not 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 to in paragraph (b) above and refer the grievance to arbitration as referred to in Section 9.03.

**4.02 (d)** It is recognized that local resolution of disputes as to instructional assignments is advantageous to all concerned. Therefore, the College and Union Committees appointed under Article 12 have the authority to agree to the local application of Section 4.01 and such agreement may be signed by them and apply for the specific term agreed upon, provided it shall not continue beyond the term of this Agreement as currently in effect. Such agreement shall also not serve as a precedent for the future at that or any other College. Such agreement is subject to ratification by the Local Union Membership within ten (10) days and is subject to approval by the College President.

**4.03** 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.

**4.04** 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.

**4.05** The parties agree that no college shall circumvent the provision 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.

**4.06** 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.

**4.07** 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.

## **Article 5**

### **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 are 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.

**5.03** In scheduling vacations, the College will take into consideration the maintenance of proper and efficient staffing of College programmes and operations and the requests of employees and will notify employees of their vacation period at least four weeks prior to the commencement of the vacation period concerned. It is understood that following notification of vacation periods, vacation schedules may be changed in circumstances beyond the College's control or by mutual agreement.

## **Article 6 HOLIDAYS**

**6.01** (a) 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:

Good Friday	Civic Holiday
Victoria Day	Labour Day
Dominion Day	Thanksgiving Day

(b) An employee will be granted the holiday period of December 25th to January 1st inclusive without reduction of salary.

**6.02** When a holiday as defined in Section 6.01 (a) falls within the vacation period of a member of the academic staff teaching an eleventh month as referred to in Section 5.01, a counselor 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 (a) falls on a Saturday or Sunday, the College shall designate a day in lieu thereof.

## **Article 7 MANAGEMENT FUNCTIONS**

**7.01** 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.

**Article 8**  
**SENIORITY**

**8.01** (a) A full-time employee will be on probation until he has completed the probationary period which shall be two years' continuous employment.

(b) Effective September 1, 1976, the probationary period shall also consist of twenty-four (24) full months of non-continuous employment (in periods of at least one (1) full month each) in a forty-eight (48) calendar month period. For this purpose, only the period after September 1, 1975 shall be considered and no prior employment or calendar period shall be taken into account or credited. However, an employee's continuous service acquired in accordance with the provisions of the previous agreement dated the 17th day of September 1975, as at August 31, 1976 for the period back to September 1, 1975 shall count as continuous employment or months of non-continuous accumulated employment for the purpose of this Section.

For the purpose of this paragraph, effective September 1, 1976, a calendar month in which the employee completes fifteen (15) or more days worked shall be considered a "full month".

(c) During the probationary period an employee will be informed in writing of his progress at intervals of six (6) months continuous employment or six (6) full months of accumulated non-continuous employment and a copy given to him. Also, it is understood that an employee may be released during the first five (5) months of continuous or non-continuous accumulated employment 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. If requested by the employee, the reason for such release will be given in writing.

(d) Upon the completion of his probationary period, a full-time employee shall be credited with two (2) years' seniority. 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 seniority equal to 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 the Memorandum of Agreement.

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

(a) The College will notify the Local Union President of the planned staff reduction and the courses, programmes or services affected;

(b) Within seven calendar days of the receipt of such notification, the College and Union Committees shall meet for the purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected;

(c) If requested by the Union within three calendar days following the meeting under subsection (b), the College and Union Committees shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduc-

tion, the basis for the selection of the employees affected and the availability of alternative assignments.

It being understood that the College reserves the right to determine the number and composition of full-time, partial load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial load, part-time or sessional positions subject to such operational requirements as the quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community.

Further meetings may be held where mutually agreed by the College and the Union;

(d) The Union Committee shall maintain the confidentiality of the meetings and the identity of all employees discussed;

(e) The Union shall have the right to have a staff representative(s) of the Union present at meetings with the College under subsections (b) and (c) 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;

(f) When a College decides, following such meetings to proceed with a layoff of one or more employees who have completed the probationary period written notice of layoff of not less than ninety (90) calendar days duration shall be given to employees being laid off. If requested by the employee, a College representative will be available to meet with the employee within three (3) calendar days to discuss the basis of the College selection of the employees affected.

**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 consistent with the following:

(a) an employee will be reassigned within the College to a vacant full-time position in lieu of being laid off if the employee has the competence, skill, experience and suitability to perform the requirements of a vacant position;

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

- (i) the displacing employee has the competence, skill, experience and suitability to fulfill the requirements of the position relatively equal to the employee being displaced;
- (ii) the employee being displaced has lesser seniority 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) the displacing employee has the competence, skill, experience and suitability to fulfill the requirements of the position relatively equal to the employee being displaced;
- (ii) the employee being displaced has lesser seniority with the College.

(d) failing placement under paragraph (c) above, such employee shall be re-assigned to displace a partial-load employee (as referred to in Appendix II) or a part-time employee upon acceptance of the identical employment conditions as the partial-load or part-time employee concerned provided that:

- (i) the displacing employee has the competence, skill, experience and suitability to fulfill the requirements of the position relatively equal to the employees being displaced;
- (ii) the partial-load or part-time employee being displaced has lesser months of service with the College as determined in both Appendix II and IV than such displacing employee's months of seniority;



(e) failing placement under paragraph (d) above, such employee shall be reassigned to displace a sessional employee (who has more than ninety (90) days remaining on his term appointment) for the remainder of such sessional employee's appointment provided that:

- (i) the displacing employee has the competence, skill, experience and suitability to fulfill the requirements of the position relatively equal to the employee being displaced. Such a reassigned employee shall be laid off without further notice at the termination of the sessional appointment.

**8.06** (a) Before hiring full-time employees, a person who has been laid off under Section 8.05 will be recalled to his former or another full-time position, provided that he has the competence, skill, experience and suitability to fulfill the requirements of the position concerned. Such recall entitlement shall apply during the period of two years from the date of layoff;

(b) If more than one employee is entitled to recall to a position under paragraph (a) above, and where the competence, skill, experience and suitability of the persons are relatively equal, the person with the greater seniority will be recalled.

**8.07** (a) In January of each year the College shall prepare and post College seniority lists of all regular full-time employees showing the employee's name, classification, division and seniority as determined pursuant to this Article. Such College Seniority List shall also be sent to the Local Union President;

(b) Such list shall be posted for at least two weeks and the information contained therein shall be considered correct for all purposes unless the employee disputes its accuracy within such two 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) The Local Union shall be advised of the date on which an employee completes the probationary period.

**8.08** (a) An employee claiming improper lay-off contrary to the provisions of this Agreement, shall state in the grievance the names of up to four (4) employees (of whom no more than three (3) shall be full-time) whom the employee claims he should displace. The time limit referred to in Section 9.02 for presenting complaints shall apply from the date written notice of lay-off is given to the employee.

(b) If the grievance is processed through Step 2, the written referral to arbitration in section 9.03 shall specify, from the names of such employees originally designated in (a) above, the name of only one full-time employee or two or more partial load or part-time employees (the sum of whose duties will form one full-time position), who shall thereafter be the subject matter of the grievance and arbitration. The grievor shall be entitled to arbitrate the grievance thereafter under only one of subparagraphs (a) (b) (c) (d) or (e) of Section 8.05.

**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** Seniority 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; or
- (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 seniority 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; or
- (d) is on leave of absence on an exchange program approved by the College.

**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 a uniform manner. A probationary employee shall have his employment bridged over the period and shall be credited with his employment 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 up to and including August 31, 1978 a position with the College outside the Agreement will be credited with and continue to accumulate seniority for the purpose of this Agreement while in the employ of the College.

(b) Employment 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 seniority of persons hired by the College in positions outside the Agreement. Such seniority 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 seniority for each full month's employment.

(c) A person who is covered by the Agreement and is assigned a position with the College outside the Agreement after August 31, 1978, will be credited with and maintain his seniority as at the date of assignment for six (6) years thereafter while in the employ of the College.

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

(b) During the last week of September, January and May the College shall notify the Local President of all personnel covered by the Agreement hired or terminated since the last notification, together with the classification, location and Division or Department concerned. At such times, the College shall also include notification 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 such work is in excess of twenty (20) hours per month and except as to persons employed in extension and continuing education.

**8.16** (a) A Severance Pay Plan on lay-off is introduced to provide for severance payment to employees with three (3) or more full years of continuous service up to a maximum payment at ten (10) or more years continuous service with the College, provided the employee gives the College written election of severance effective on termination of the notice period and waives all recall rights under the Agreement.

(b) Severance payment shall be in accordance with the following scale based on the number of full years of continuous service with the College as at the date of lay-off based on the employee's annual salary rate as of that date, as set out in Appendix 1 exclusive of allowance(s):

Full years of continuous service at date of lay-off	Per cent of employee's annual salary rate exclusive of allowances at date of lay-off
3 years	11%
4 years	13%
5 years	15%
6 years	17%
7 years	19%
8 years	21%
9 years	23%
10 or more years	25% maximum

(c) The amount of severance payment is subject to a "cap" so that, for employees with ten or more years of continuous service with the College, the aggregate payment of severance payment and vested sick leave payment on separation shall not exceed the amount of one-half the employee's annual salary as of the date of lay-off exclusive of allowance(s). Severance payment hereunder will therefore be adjusted by an amount which, when taken together with payment of any vested sick leave credits on separation of employment, will not exceed the aggregate amount of one-half of the employee's annual salary, exclusive of allowance(s).

**8.17** An employee re-assigned by the College under the provisions of Section 8.05 to a work location more than eighty (80) kilometres distant from his previous work location shall be reimbursed for necessary expenses incurred in transporting his household furniture and effects to a residence near such new work location up to a maximum amount of \$500. Packing and insurance charges shall not qualify as an expense for reimbursement purposes. To qualify for reimbursement, such relocation of residence and expense incurred as a result, must take place within six (6) months of the reassignment.

## **Article 9**

### **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 (6) 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 twenty (20) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee 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 seven (7) days after discussion with the employee.

### **9.03 Grievances**

Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under Section 9.12(d) ) in the following manner and sequence provided it is presented within seven (7) days of the immediate Supervisor's reply to the complaint. It is the intention of the parties that reasons supporting the grievance and for its referral to a succeeding Step be set out in the grievance and on the document referring it to the next Step. Similarly, the College written decisions at each step shall contain reasons supporting the decision.

#### **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 seven (7) 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 seven (7) 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 fifteen (15) 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 twenty (20) days of the presentation, and shall give the grievor and the Union steward his decision in writing within fifteen (15) 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 persons 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 fifteen (15) 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:

Howard D. Brown, Esq.

Kevin G. Burkett, Esq.

Professor E.E. Palmer

P. John Brunner, Esq.

George W. Adams, 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. Also the parties may agree to a supplementary list of persons to act on a single or number of occasions. Following selection of a Chairman, the College and the Union shall each appoint its arbitrator within ten (10) 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 Complaint or Grievance Step, the grievance will be considered abandoned;

(b) If an official fails to reply to a grievance within the time limits set out at any Complaint or Grievance Step, the grievor may submit his grievance to the next Step of the grievance procedure;

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

(d) the time limits set out at the Complaint or Grievance Steps including referral to arbitration, shall be calculated by excluding the period from Christmas Day to New Year's Day inclusive;



(e) 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;

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

(g) 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;

(h) 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;

(i) 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 twenty (20) 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 No. 2 of Section 9.03.

**9.08** If the grievor is not satisfied with the decision of the President, the grievor shall, within fifteen (15) 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 twenty (20) 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 except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of persons in the bargaining unit.

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Local President to the Director of Personnel or as designated by the College, within twenty (20) days following the expiration of the twenty days of 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 twenty (20) days following the occurrence or origination of the circumstances giving rise to the

grievance, commencing at Step No. 2. Failing settlement at a meeting held within twenty (20) days of the presentation of the grievance, the Union shall give the College its written reply to the grievance in fifteen (15) days following the meeting. Failing settlement, such grievance may be referred to the Arbitration Board within twenty (20) days of the date the College received the Union's reply.

#### **9.12 Definitions**

- (a) "Committee Secretary" means the Secretary to the Student/Staff Affairs Committee of the Council of Regents;
- (b) "day" means a calendar day;
- (c) "Union" means the Ontario Public Service Employees Union;
- (d) "grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement.

### **Article 10**

#### **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** Regular monthly membership dues shall be in the amount established in accordance with the Union's Constitution and By-laws and may include a regular uniform amount for the Union Local which has also been established in accordance with such Constitution and By-laws. The Union shall advise the College in writing of the amount (including the Union Local portion) to be deducted. The amount to be deducted shall be a uniform regular amount for full-time employees and a lesser uniform regular amount for partial load employees.

**10.05** The amount so deducted shall be remitted to the Union Head Office and the Local Treasurer in the appropriate amounts in accordance with and subject to the conditions set out in Ontario Regulations, particularly paragraph 4 of Ontario Regulations 403/69. The cheques shall be accompanied by a list of the names and locations of employees from whom the deductions have been made and forwarded not later than the 15th day of the month following the month in which such deductions have been made.

**10.06** The Union agrees to indemnify and keep the College harmless from any claim by an employee arising out of the deduction arrangements set out in this Article.

**10.07** By January 31 the Union shall be provided with information regarding the number of persons in each classification by salary step and by College.

#### **Article 11 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, which shall not be unreasonably withheld, 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 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 Local Union Committees in order to take into account variations of:

- (i) the philosophical desirability of any teaching or work assignment reduction having regard to the Local 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 in the administration of this Agreement and the business directly pertinent thereto:

- (i) In each College of 400 or fewer 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 President of O.P.S.E.U. 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.

**11.05** On or prior to commencement of employment, each new employee shall be provided with a copy of this Agreement, and the names and addresses of the Union Local executive if supplied to the College by the Union Local.

**11.06** Upon application in writing by the Union to the Student/Staff Affairs Committee through the College concerned, a leave of absence shall be granted to one (1) employee elected to a full-time position with the Union, subject to the availability of a suitable replacement or substitute for the person concerned. Such leave of absence shall be for one term of office of two (2) years unless extended for a specific period on agreement of the parties. Leave of absence granted hereunder shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding Section 8.11, be with full accumulation of seniority.

## **Article 12**

### **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;
- (iii) other matters which are mutually agreed upon, and
- (iv) if requested by the Local Union, the rationale for a sessional appointment by the College shall be the subject of discussion.

It is understood that the College will continue to make reasonable provision for the environmental conditions of air, light, space and temperature of employees' work areas in the College. A complaint of an employee concerning the environment conditions mentioned above, shall be discussed at a meeting under this Article and not under the provisions of the Grievance Procedure. It is agreed that meetings under this Article shall not concern or entertain matters that are properly the subject of meetings as provided in Article 26.02.

**12.03** Where it is considered mutually desirable that the Union Local 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.

### **Article 13 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.

## **Article 14**

### **LEAVE OF ABSENCE**

**14.01** Both parties to this Agreement recognize the over-riding 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 programmes of the College. Reasonable notice shall be given to the department head concerned.

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

(b) If an employee requests leave of absence of seven (7) consecutive calendar days or more in writing, accompanied by supporting reasons, a denial thereof by the College shall be in writing containing the reasons if such a written reply is requested by the employee.

**14.03** Leave of absence because of pregnancy shall be granted in accordance with the Employment Standards Act (Ontario). On request in writing, leave of absence without pay beyond that provided under the Employment Standards Act may be granted to an employee on maternity leave up to a maximum leave (including leave available under the legislation) of six (6) months. The College in considering any request for an extension in maternity leave in excess of that provided under the legislation shall give consideration to any medical or other relevant reasons.

**14.04** Leave of absence without pay on the adoption of a child shall be granted for a period of not less than six (6) weeks if requested by an employee, or such other period as may be mutually agreed.

The College, in considering a request for any leave of absence in excess of six (6) weeks herein, shall give due consideration to any relevant conditions required by the local adoption agency.



**14.05** Leave 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 grandchild 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.

**14.07** An employee required to appear for or serve jury duty or served with a subpoena to appear as a Court witness shall not have his regular salary reduced for the period concerned subject to the payment to the College by the employee of the jury duty or witness fees received. The employee shall notify his immediate Supervisor immediately after receipt of notice of selection for jury duty or the subpoena requiring his appearance as a witness. The College may require the employee to furnish a certificate of service from an officer of the Court before making payments under this Section. In order to qualify for payment hereunder the employee will report to the College for work during those regular hours of work or assignment that he is not required to attend the Court.

## **Article 15**

### **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 (6) 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 (12) 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 (1) 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 (10) 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 (6) 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.

#### **Article 16**

#### **COLLEGE DEFERRED SALARY — Prepaid Leave Plan**

**16.01** The Deferred Salary — Prepaid Leave Plan (hereinafter called the Plan) has been developed to afford full time teaching masters, instructors, counsellors and librarians the opportunity of taking a one (1) year leave of absence and to finance the leave through deferral of salary from the previous years in an appropriate amount which will be accumulated and, together with interest, be paid out at the commencement of the year of leave.

**16.02** Any full time teaching master, instructor, counsellor or librarian having three (3) years seniority with the College is eligible to participate in the Plan in accordance with the conditions set out in this Article.

**16.03** (a) A full time employee who qualifies as above must make written application to the President of the College on or before January 31st requesting permission to participate in the Plan setting out the deferral program requested.

(b) Written acceptance, or denial of the request, with explanation, will be forwarded to the applicant by May 1st in the year the request is made.

(c) Approval of individual requests to participate in the Plan shall rest solely with the College.

(d) The deferral period over which salary is deferred and accumulated, the amount thereof and the year in which leave is granted and repayment of such deferred salary and interest occurs shall be one of the following programs:

- (i) two years deferral of one-third of annual salary in each year followed by one year of leave.
- (ii) three years deferral of one-quarter of annual salary in each year followed by one year of leave.
- (iii) four years deferral of one-fifth of annual salary in each year followed by one year of leave.
- (iv) five years deferral of one-sixth of annual salary in each year followed by one year of leave.

(e) The one year period of leave shall be the period from September 1st to the following August 31st inclusive, or such other 12 month period as may be mutually agreed.

(f) Following College approval, the employee and the College shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

**16.04** The payment of salary and benefits, and the period of the one year leave of absence shall be as follows:

(a) In each year of the program, preceding the year of the leave, the employee will be paid a reduced percentage, in accordance with subsection 16.03 above, of his annual salary as set out in Appendix 1 and the applicable allowance(s) as set out in such Appendix. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the College to finance the year of leave.

(b) The calculation of interest under terms of this Plan shall be monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a 1 year term deposit, a 3 year term deposit and a 5 year term deposit. The rates for each of the accounts identified will be those set out in writing by the Bank Branch with which the College deals.

Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing to the participant's credit will be sent to the participant by the College.

(c) During the years of the program prior to the year of the leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the year concerned had he not been in the Plan.

(d) A participant's coverage for life insurance, LTD, OHIP, Extended Health and Dental Plan coverage will be maintained by the College during his leave of absence, if eligibility conditions permit; however, the premium costs of all such plans shall be paid by the participant during the year of the leave.

(e) During the year of the program that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the year prior to taking the leave had he not been in the Plan.

(f) At the commencement of the period of leave, the College shall pay to the participant the moneys standing to his credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned for the year of the leave.

16.05 (a) On return from leave, a participant will be assigned to his same position or, if the lay-off displacement or placement provisions have application, the employee will be governed by the appropriate terms of this Agreement. In determining the salary level applicable following his return, the year of leave shall not qualify for salary increment purposes, but, if there is a period of service in the year prior to the commencement of the leave for which no consideration has been given for salary level determination purposes, such period shall be taken into consideration for salary level determination purposes on his return.

(b) Sick leave credits will not accumulate during the year spent on leave nor will sick leave be available during such period.

(c) A participant may withdraw from the Plan any time up to 6 months prior to commencement of the leave. Anyone withdrawing from the Plan shall be paid a lump sum adjustment equal to moneys deferred plus interest moneys accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible but must be made within 30 days of withdrawal from the Plan.

(d) In the event that a suitable replacement cannot be obtained for a participant who has been granted a leave, the College may up to six months prior to commencement of the leave, defer the year of the leave. In this instance, a participant may choose to remain in the Plan, or receive payment as in sub-paragraph (c) above.

(e) Should sub-paragraph (d) result in a leave of absence being taken later than the originally intended final year of the Plan, any moneys accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.

(f) Should a participant die while enrolled in the Plan, any moneys accumulated, plus interest accrued at the date of death, will be paid to his estate.

**16.06** The amount of income tax to be deducted is dependent upon receiving a ruling from Revenue Canada that the income deferral scheme contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount of income tax to be deducted may be computed on the reduced salary paid to the employee.

#### **Article 17**

##### **NO STRIKE AND NO LOCK-OUT**

**17.01** 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.

#### **Article 18**

##### **LIFE INSURANCE AND LONG TERM INCOME PROTECTION PLAN**

###### **18.01 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 requirement thereof.

###### **18.02 Supplemental Life Insurance Plan**

Commencing when arrangements have been completed with the insurance carrier, the Colleges agree to amend the present Supplemental Life Insurance Plan to provide term insurance coverage of \$30,000 for employees without dependent(s) and \$60,000 for employees with dependent(s) for employees requesting such coverage.

The Colleges agree to pay the premium for the first \$10,000 of coverage for employees without dependent(s) and the first \$20,000 of coverage for employees with dependent(s) for employees covered by such Plan subject to the payment of the balance of the premium by the employee through payroll deduction.

### **18.03 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 sixty percent (60%) of basic monthly earnings.

## **Article 19**

### **OHIP, EXTENDED HEALTH PLAN AND DENTAL PLAN**

#### **19.01 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.

#### **19.02 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.

#### **19.03 Dental Plan (Appendix V)**

Effective June 1, 1980, the Colleges agree to pay one-hundred percent (100%) of the billed premiums of an insured dental plan to be introduced effective on such date providing features comparable to Blue Cross #7, plus Rider #1 and the 1978 O.D.A. schedule with 50% co-insurance paid by the employee, for coverage of eligible full-time employees on the active payroll and in the active employ of the College, following the completion of six (6) months continuous service during the probationary period.

## **Article 20**

### **WORKMEN'S COMPENSATION**

**20.01** All employees shall be covered by Workmen's Compensation.

**Article 21**  
**LIABILITY INSURANCE**

**21.01** 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. Upon the request of an employee and reasonable advance notice, the College will provide access to the employee liability insurance provisions of the College's insurance policy or policies to the employee concerned.

**Article 22**  
**KILOMETRAGE ALLOWANCE**  
(Effective May 1, 1980)

**22.01** 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 kilometrage allowance in accordance with the following:

(a) for the first four thousand kilometres driven at the rate of 17.5¢ per kilometre for the part thereof in Northern Ontario and 17¢ per kilometre for the part thereof in Southern Ontario;

(b) for kilometrage driven over four thousand kilometres and up to twelve thousand kilometres at the rate of 14.5¢ per kilometre for the part thereof in Northern Ontario and 14.0¢ per kilometre for the part thereof in Southern Ontario;

(c) for kilometrage driven over twelve thousand kilometres — at the rate of 12.0 per kilometre for the part thereof in Northern Ontario and at the rate of 11.5 per kilometre 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 article, all kilometrage outside of Ontario will be at the rate for Southern Ontario.

(f) An employee paid a kilometrage allowance in accordance with this Article shall be reimbursed for necessary parking expense incurred.

(g) If kilometrage rates payable to Ontario Public Servants under the Collective Agreement between Management Board of Cabinet and O.P.S.E.U. be amended during the term of this Agreement, such amended kilometrage rates shall apply to employees effective on the commencement of the month following the effective date of the amendment agreed to but not in any event retroactively prior to the date of announcement of the agreed amendments.

### **Article 23**

#### **PERSONNEL RECORDS**

**23.01** Performance appraisals, including written progress reports referred to in Section 8.01 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 Section 12.02 if requested.

### **Article 24**

#### **NO DISCRIMINATION**

**24.01** (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.

## **Article 25**

### **GENERAL**

**25.01** The College will continue to make reasonable provision for the conditions of safety and health in the employees' work areas in the College.

## **Article 26**

### **DURATION**

**26.01** This Memorandum shall take effect commencing on the date of signing and shall have no retroactive effect or application (except as to the Salary Schedule as set out in Appendix I effective as of September 1, 1979) and shall continue in full force and effect until the 31st day of August, 1981, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing in January 1981 that it desires to amend this Memorandum.

**26.02** 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 (1) month following receipt of the notification referred to in Section 26.01. Failing settlement, such proposal(s) may then be included as matters for discussion in the negotiations between the parties of this Memorandum.

**26.03** (a) Notwithstanding the foregoing, negotiations shall be permitted on the following matters only during the term of the Agreement to August 31, 1981:

(i) **Salary Rates**

Salary Scales in Appendix I for the period September 1, 1980 to August 31, 1981 for Teaching Masters and Counsellors, Instructors and Librarians;

(ii) Hourly Rates

Hourly rate range and any increase to hourly rates in Appendix 2 (paragraphs 1(b) and (c)) for the period September 1, 1980 to August 31, 1981 for partial load employees;

(iii) The issue of salary progression for certified journeymen, or those treated as such, if requested by the Union.

Negotiations on such matters to commence on or before June 1, 1980 and upon settlement, this Agreement shall be amended by the appropriate additions to Appendices I and II;

(b) If settlement of the negotiations referred to in paragraph (a) above is not reached by August 31, 1980, this Agreement shall be considered as ceasing to operate at midnight on such date for the purpose of the matters in paragraph (a) that remain in dispute being referred to fact finding as provided under The Colleges Collective Bargaining Act, 1975, and so that the right to strike or lock-out may be exercised under such legislation with respect to the matters in paragraph (a) that remain in dispute;

(c) Upon settlement of the negotiations of the matters remaining in dispute being reached after August 31, 1980, this Agreement as amended by the appropriate additions to Appendices I and II to reflect the settlement of such matters, shall immediately resume operation and be reinstated to continue in full force and effect for the remainder of the duration of this Agreement until August 31, 1981 as provided in Section 26.01.

DATED at TORONTO, Ontario, this 1st day of May 1980

**FOR THE COUNCIL:**

<u>P.L. Williams</u>
<u>A.M. Tait</u>
<u>A.M. Pesce</u>
<u>M. Hewgill</u>
<u>Ian McArdle</u>
<u>H.E. Smith</u>
<u>T. Norton</u>
<i>Chairman, Ontario</i>
<i>Council of Regents</i>
Norman E. Williams

**FOR THE UNION:**

<u>Wally Krawczyk</u>
<u>Mel Fogel</u>
<u>R.J. Kelly</u>
<u>Jim Wyllie</u>
<u>D. O'Donnell</u>
<u>D. McCormack</u>
<u>G. Griffin</u>
<i>President, Ontario Public</i>
<i>Service Employees Union</i>
Sean O'Flynn

**Appendix I**  
**SALARY SCALES**  
(Effective September 1, 1979)

**1 (a) Teaching Masters and Counsellors**

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

Minimum:	\$15,478	
Step 1	16,400	
Step 2	17,322	
Step 3	18,244	
Step 4	19,166	
Step 5	20,088	
Step 6	21,010	*Mid-point for Step 12
Step 7	21,932	*Mid-point for Steps 13 and 14
Step 8	22,854	*Mid-point for Steps 15 and 16 — Maximum starting salary for Step 12 qualifications.
Step 9	23,776	Maximum starting salary for Step 13 qualifications
Step 10	24,698	Maximum starting salary for Step 14 qualifications
Step 11	25,620	Maximum starting salary for Step 15 qualifications
Step 12	26,542	Maximum salary — no formal post- secondary diploma, certificate or degree — Maximum starting salary for Step 16 qualifications
Step 13	27,464	Maximum salary — 1 year post- secondary certificate
Step 14	28,386	Maximum salary — 2 year CAAT Diploma or certified Journeyman
Step 15	29,308	Maximum salary — 3 year CAAT Diploma or General Pass University Degree
Step 16	30,230	Maximum salary — 4 year Canadian University Degree or more; 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.

Note — Formal educational qualifications not specified above will be subject to evaluation by the Joint Educational Qualifications Subcommittee.

## **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.

### **Coordinator Allowance**

Those employees who are designated as coordinators 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.

### **(b) Instructors**

Minimum	\$13,215	
Step 1	14,137	
Step 2	15,059	
Step 3	15,981	
Step 4	16,903	
Step 5	17,825	*Mid-point of range
Step 6	18,747	
Step 7	19,669	Maximum starting salary
Step 8	20,591	
Step 9	21,513	
Step 10	22,435	

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

### **(c) Librarians**

#### **Librarian I**

Minimum	\$16,013	
Step 1	16,935	
Step 2	17,857	
Step 3	18,779	*Mid-point of range
Step 4	19,701	Maximum starting salary
Step 5	20,623	
Step 6	21,545	

#### **Librarian 2**

Minimum	\$18,751	
Step 1	19,673	
Step 2	20,595	
Step 3	21,517	*Mid-point of range
Step 4	22,439	Maximum starting salary
Step 5	23,361	
Step 6	24,283	

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

2. Annual increments to the mid-point are based upon experience, at the rate of one step for each completed year 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 PARTIAL-LOAD EMPLOYEES**

1(a) As referred to in Section 3.03 (b) of the Agreement, a partial-load employee is defined as a teacher who teaches more than six (6) and up to and including thirteen (13) hours per week on a regular basis.

(b) A partial-load employee 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 — \$11.00 per hour  
Maximum — \$25.00 per hour

(c) A partial-load employee employed during the previous Agreement and employed to teach the same instructional assignment following September 1st 1979 shall be entitled to the rate range increase of one dollar (\$1.00) per hour except to the extent that the partial-load employee has already received an increase of up to \$1.00 per hour in his/her rate from that in effect under the previous agreement.

2. It is agreed that Article 8 has no application to partial-load teachers except as referred to in Section 8.05(d) and Section 8.15(b). Such partial-load teachers may be released upon two (2) weeks' written notice and shall resign by giving two (2) weeks' written notice.

3. For the purpose of determining the service of a partial-load teacher under Section 8.05(d) a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of one-half ( $\frac{1}{2}$ ) month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of one-half ( $\frac{1}{2}$ ) month's credit for each calendar month in which the employee teaches thirty (30) hours or more.

4. Commencing January 1, 1977 a partial-load teacher who completes twelve (12) months of employment with the College in a period of twenty-four (24) calendar months shall have deducted in each subsequent month of employment an equivalent amount to the regular monthly membership dues for partial-load employees in accordance with Article 10 of the Agreement. In determining eligibility for deduction, only the period(s) after January 1, 1976 shall be considered and no prior months of employment or calendar period shall be taken into account or credited. For this purpose a "month of employment" is defined as a calendar month in which the partial-load teacher teaches thirty (30) hours or more.

### **Appendix III**

#### **SESSIONAL EMPLOYEES**

1(a) A sessional employee is defined as a full-time employee appointed on a sessional basis for up to twelve (12) full months of continuous or non-continuous accumulated employment in a twenty-four (24) calendar month period. Such sessional employee may be released upon two (2) weeks' written notice and shall resign by giving two (2) weeks' written notice.

(b) In determining the employment and calendar periods under paragraph (a) above, only the period after January 1, 1976 shall be considered and no prior employment or calendar period shall be taken into account. Also, an employee's continuous service acquired in accordance with the provisions of the previous Agreement, dated the 17th day of September 1975, as at August 31, 1976 for the period back to January 1, 1976 shall count as continuous employment or months of non-continuous accumulated employment for the purpose of such paragraph.

(c) If a sessional employee is continued in employment for more than the period set out in paragraph (a) above, he shall be considered as having completed the first year of his two (2) year probationary period and thereafter covered by the other provisions of the Agreement. The balance of such an employee's probationary period shall be twelve (12) full months of continuous or non-continuous accumulated employment during the immediately following twenty-four (24) calendar month period.

### **Appendix IV**

In the administration of Section 8.05(d) and for that purpose only, a part-time employee shall be considered to have service based on one-quarter ( $\frac{1}{4}$ ) month's credit respectively for each full month of employment with the College.

### **GUIDELINES**

1. A teacher or counsellor being paid a salary rate in excess of Step 16 on August 31, 1979, pursuant to Section 2(f) of



the Guidelines attached to the previous Agreement, dated the 17th day of September 1975, will have his salary increased effective as of September 1, 1979 and September 1, 1980 so that his new salary rates will exceed Step 16 as of such dates by the same amount as in effect under the immediately previous Agreement.

An instructor or librarian being paid a salary rate in excess of Step 10 or Step 6 respectively on August 31, 1979 will have his salary increased effective as of September 1, 1979 and September 1, 1980 so that his new salary rates will exceed Step 10 or Step 6, as the case may be, as of such dates by the same amount as in effect under the immediately previous Agreement.

2. The Colleges renew the commitment that faculty members classified as Teaching Masters will not be reclassified as Instructors, except through the application of Article 8, Seniority.

3. 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 (1) 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.

#### **Joint Educational Qualification Sub-Committee**

4. The parties agree to the establishment of a Joint Educational Qualification Sub-Committee to consider and rule on further formal educational qualifications for the purpose of maximum salary level identification under the salary scale for Teaching Masters and Counsellors. Such Committee shall be composed of three representatives of the Union and Council of Regents respectively and shall decide the Committee's procedure. Any further qualification must be agreed to by the representatives of both the Council of Regents and the Union and shall be in writing.

## **Appendix V**

### **DENTAL PLAN**

- Tenders to be let for coverage of all eligible academic employees for dental plan providing features comparable to the Blue Cross #7 Dental Plan with Rider #1 based on the 1978 ODA fee schedule.
- Colleges to pay 100% of the billed premiums for coverage of eligible employees under the plan.
- Coverage for diagnostic, preventive and restorative services listed in Schedule A attached with 50% co-insurance paid by the employee.
- Coverage for endodontic, periodontal, surgical and adjunctive services listed in Schedule B attached with 50% co-insurance paid by the employee.
- Coverage to include employee, spouse and dependent children to age 21.
- Benefits limited to a maximum of \$1,000 per annum for beneficiary with no deductible.
- Plan to apply to all full time employees in the active employ and on the active payroll who have completed 6 months of their probationary period subject to the eligibility requirements and terms and conditions of the plan except for employees whose spouses are covered by a comparable or better plan at their place of employ.
- Dental plan to be introduced effective June 1st 1980.

**Schedule A  
COVERED DENTAL SERVICES  
1978  
ODA Guide  
Diagnostic services**

<b>Clinical Oral Examination</b>	<b>Procedure Codes (Inclusive)</b>
Complete Oral Examination	01110-01400
Radiographs	
Intra Oral Films	02100-02144
Extra Oral Films	02201-02600
Cephalometric Films	02701-02800
	02920-02930
Tests and Laboratory Examinations	04100-04500
	04601-04602
Case Presentation	05100-05200
<b>Preventive Services</b>	
Dental Prophylaxis	11100-11300
Fluoride Treatment	12400
Other Preventive Services	13100-13510
Space Maintainers	15100-15110
	15120-15400
<b>Restorative Services</b>	
Amalgam Restorations	21101-21225
Retentive Pins	21301-21305
Silicate Restorations	22101-22102
Acrylic or Composite Restorations	23101-23223
Crowns	27130
	27401-27413
	27500
Other Restorative Services	29800

**Schedule B**  
**COVERED DENTAL SERVICES**  
**1978**  
**ODA Guide**

**Endodontic Services**

	<b>Procedure Codes (Inclusive)</b>
Pulp Capping	31100-31110
Pulpotomy	32201-32211
Root Canal Therapy	33100-33420
Apexification	33501-33514
Periapical Services	34101-34212
Root Amputation	34401-34402
Other Endodontic Procedures	39100-39120
Hemisection	39210-39300
Bleaching	39400
Intentional Removal, Apical	39501-39600
Filling and Reimplantation	
Emergency Procedures	39901-39985

**Periodontal Services**

Non-Surgical Services	41100-41300
Surgical Services	42001-42500
Adjunctive Periodontal Services	43200-43600

**Surgical Services**

Removal of Erupted Tooth	71101-71111
Uncomplicated	
Surgical Removals	72100-72240
Removal of Residual Roots	72310-72450
Alveoloplasty	73100-73110
Gingivoplasty and/or Stomaloplasty	73119-73120
Osteoplasty	73133-73141
Surgical Excision	74108-74409
Surgical Incision	75100-75110
Fractures	76198-76951
Frenectomy	77800-78110
Miscellaneous	79104-79604

### **Adjunctive General Services**

Unclassified Treatment	91110 92110-92120
General Anaesthesia	92201-92340
Professional Consultation	93100
Professional Visits	94100, 94200 and 94400
Drugs	96100-96101

## NOTES