

ONTARIO COLLEGES OF APPLIED ARTS AND TECHNOLOGY

## ACADEMIC EMPLOYEES

# COLLECTIVE AGREEMENT

BETWEEN:  
ONTARIO COUNCIL OF REGENTS  
FOR THE COLLEGES OF  
APPLIED ARTS AND TECHNOLOGY

AND:  
ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(FOR ACADEMIC EMPLOYEES)

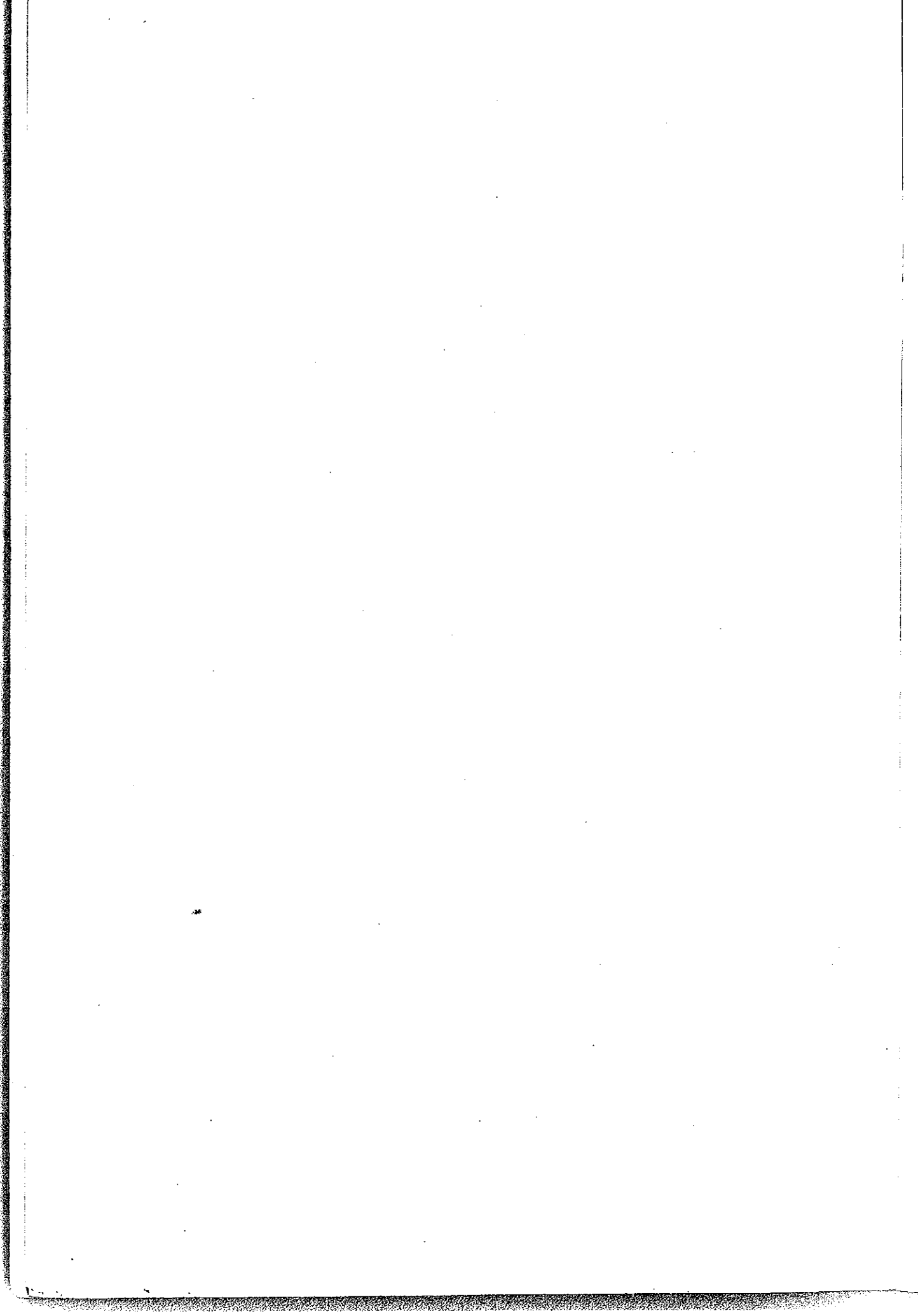
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FROM SEPTEMBER 1, 1989  
TO AUGUST 31, 1991



ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
SYNDICAT DES EMPLOYÉ-E-S DE LA FONCTION PUBLIQUE DE L'ONTARIO

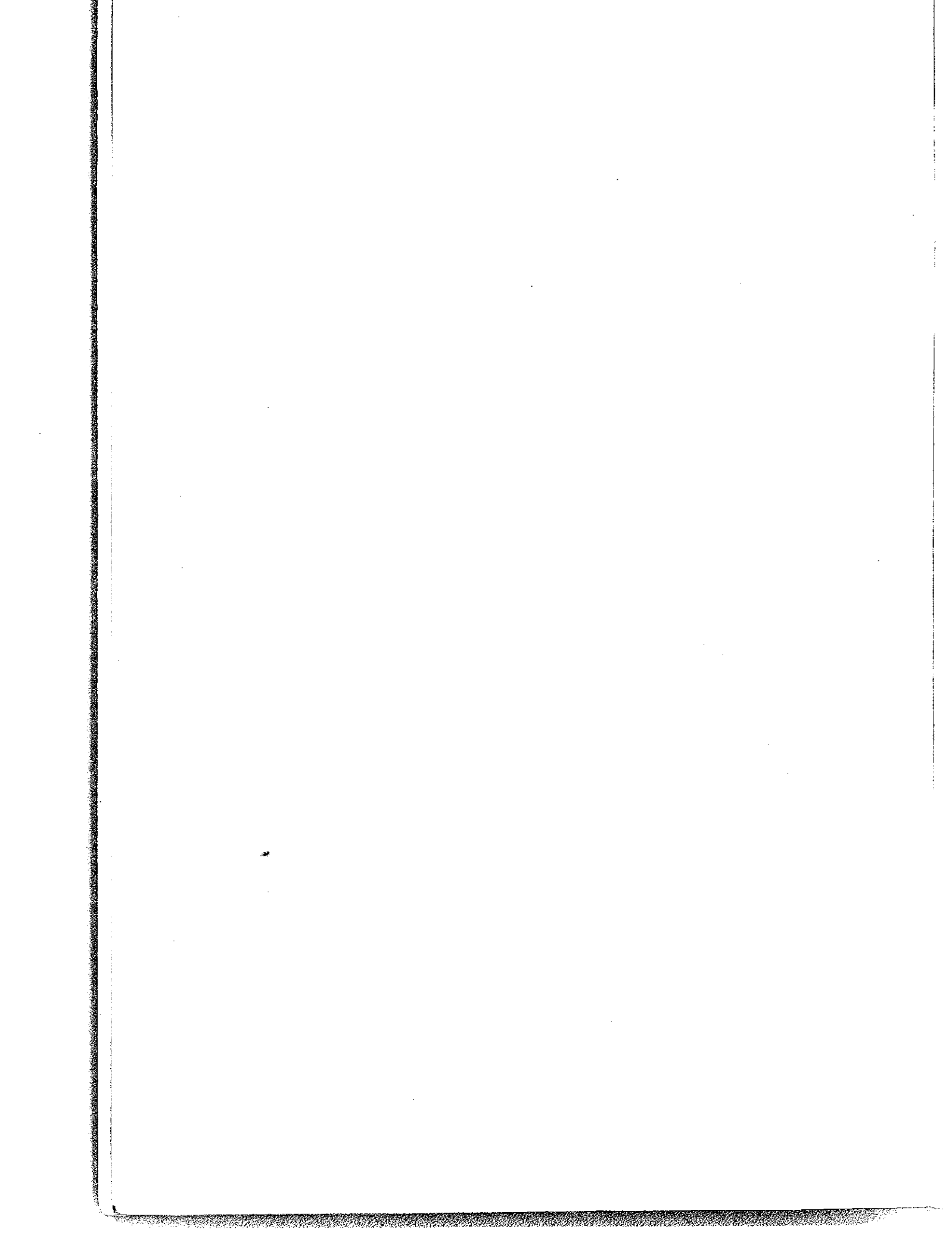
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MEMORANDUM OF AGREEMENT, effective the  
28th day of November, 1989

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—

**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, counsellors and librarians, all as more particularly set out in Appendix I hereto save and except Chairs, Department Heads and Directors, persons above the rank of Chair, 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 practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union or because of an employee's filing or not filing a grievance including participation in the workload complaint system.

**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 I 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 November 28, 1989, and the application to certain present employees above the maximum scale shall continue as set out in the "Guidelines" starting on page 70, which also set out the terms of reference of the Joint Educational Qualification Sub-Committee.

**3.03** (1) The Salary scales as set out in Appendix I will apply to persons teaching more than twelve (12) hours on a regular basis. Persons teaching over six (6) and up to and including twelve (12) hours on a regular basis will be covered by paragraph (2) hereof and Appendix II.

**3.03** (2) Persons who teach over six (6) and up to and including twelve (12) 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 Workers' 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.

**3.03** (3) It is recognized that a full-time teacher who may be assigned by the College to an instructional assignment of less than thirteen (13) 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.

**3.03** (4) A full-time employee may request, and, with the approval of the College, may undertake a less than full-load assignment for a mutually agreed period.

Such employee shall be paid on the basis of pro-rata salary rather than on an hourly rate. Seniority shall accumulate on a pro-rata basis. The method of calculating pro-rata salaries and benefits under this section shall be established by mutual agreement between the employee and the College. The request of the employee shall be in writing and a copy provided to the Union Local President.

## Article 4 WORKLOAD

**4.01** (1) Each teacher shall have a workload that adheres to the provisions of this Article.

**4.01** (2)(a) Total workload assigned and attributed by the College to a teacher shall not exceed forty-four (44) hours in any week for up to thirty-six (36) weeks in which there are teaching contact hours for teachers in post-secondary programs and for up to thirty-eight (38) weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.

The balance of the academic year shall be reserved for complementary functions and professional development.

Workload factors to be considered are:

- (i) teaching contact hours
- (ii) attributed hours for preparation
- (iii) attributed hours for evaluation and feedback
- (iv) attributed hours for complementary functions

**4.01** (2)(b) A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College.

**4.01** (3) Each teaching contact hour shall be assigned as a fifty (50) minute block plus a break of up to ten (10) minutes.

The voluntary extension of the teaching contact hour beyond fifty (50) minutes by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the teacher staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

**4.01** (4)(a) Weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
----------------	--

New	1 : 1.10
Established A	1 : 0.85
Established B	1 : 0.60
Repeat A	1 : 0.45
Repeat B	1 : 0.35
Special A	as indicated below
Special B	as indicated below

**4.01** (4) (b) No more than four (4) different course preparations or six (6) different sections shall be assigned to a teacher in a given week

except by voluntary agreement which shall not be unreasonably withheld.

**4.01** (4) (c) For purposes of the formula:

(i) "New" refers to the first section of a course which the teacher is

- teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a partial-load, sessional or part-time employee, nor to courses designated as "Special" as defined below); or
- teaching for the first time since a major revision of the course or curriculum has been approved by the College.

(ii) "Established A" refers to the first section of a course which the teacher has previously taught but not within the previous three (3) academic years.

(iii) "Established B" refers to the first section of a course which the teacher has taught within the previous three (3) academic years.

(iv) Where a non-language course is to be taught in more than one language the first section taught in a second language shall be regarded as "New" or "Established".

(v) "Repeat A" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established", but to students in a different program or year of study.

(vi) "Repeat B" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established" or "Repeat A" to students in the same program and year of study.

(vii) "Special A" refers to sections of courses in which students may enter on a continuous intake basis or courses which have been organized into individualized self-learning packages.

The first section of a "Special A" course which the teacher has not taught before or which the teacher has not taught within the previous three (3) academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special A" course which the teacher has taught within the previous three (3) academic years, attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special A" course attract the numerical value in "Repeat A" (1:0.45).

(viii) "Special B" refers to preparation for sections of a course in which the objectives describe the students' application of knowledge in actual work settings.



The first section of a "Special B" course which the teacher has not taught before or which the teacher has not taught within the previous three (3) academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special B" course which the teacher has taught within the previous three (3) academic years, attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special B" course attract the numerical value in "Repeat B" (1:0.35).

Additional time necessary to arrange and prepare for student placement in such learning situations shall be attributed on an hour for hour basis and recorded on the Standard Workload Form (SWF), as referred to in Article 4.02 below.

(ix) Hours for curriculum review or course development assigned to a teacher on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF.

**4.01** (5) (a) Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

---

**RATIO OF ASSIGNED TEACHING CONTACT HOURS TO  
ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK**

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Essay or Project	Routine or Assisted	In-Process
1:0.030 per student	1:0.015 per student	1:0.0092 per student

---

**4.01** (5) (b) For purposes of the formula:

(i) "Essay or project evaluation and feedback" is grading:

- essays
- essay type assignments or tests
- projects; or
- student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.

(ii) "Routine or assisted evaluation and feedback" is grading by the teacher outside teaching contact hours of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.

(iii) "In-process evaluation and feedback" is evaluation performed within the teaching contact hour.

(iv) Where a course requires more than one type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.

**4.01** (5) (c) The number of students in a course or section shall be determined initially by the College's planning estimates and recorded on the Standard Workload Form (SWF) as provided for in Article 4.02.

The number of students in a course or section shall be reviewed after the enrolment audit dates and not later than the completion of the course or section or, at the request of the teacher, following the last day for withdrawal of registration by the student(s), and revised where appropriate.

The number of students in a continuous intake program, course or section shall be reviewed every three (3) months at the request of either the College or the teacher and determined as the weighted average of the number of students formally registered over the duration of the program, course or section. The weighted average shall be calculated by summing the number of formally registered students in each week of the program, course or section and then dividing the sum by the number of weeks in the duration of the program, course or section.

**4.01** (6) Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of five (5) hours of the forty-four (44) hour maximum weekly total workload shall be attributed as follows:

3 hours for routine out-of-class assistance to individual students

2 hours for normal administrative tasks.

**4.01** (7) (a) Where preparation, evaluation, feedback to students and complementary functions can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines established by the College.

**4.01** (7) (b) Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 4, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.

**4.01** (8) (a) The College shall allow each teacher at least ten (10) working days of professional development in each academic year.

**4.01** (8) (b) Unless otherwise agreed between the teacher and the supervisor, the allowance of ten (10) days shall include one period of at least five (5) consecutive working days for professional development.

**4.01** (8) (c) The arrangements for such professional development shall be made following discussion between the supervisor and the teacher subject to agreement between the supervisor and the teacher, and such agreement shall not be unreasonably withheld.

**4.01** (9) Teaching contact hours for a teacher in post-secondary programs shall not exceed eighteen (18) in any week. Teaching contact hours for a teacher not in post-secondary programs shall not exceed twenty (20) in any week.

**4.01** (10) (a) Notwithstanding the above, overtime worked by a teacher shall not exceed one (1) teaching contact hour in any one week or three (3) total workload hours in any one week and shall be voluntary.

**4.01** (10) (b) Such teaching contact hour agreed to in excess of the respective weekly teaching contact hour maximum shall be compensated at the rate of 0.1% of annual salary. Such workload hours agreed to in excess of the forty-four (44) hour weekly workload maximum shall be compensated at the rate of 0.1% of annual salary. Such overtime payments shall be for the greater amount but shall not be pyramided.

**4.01** (10) (c) All such voluntary overtime agreements, which shall not be unreasonably withheld, shall be set out in writing on the SWF for that period by the College and filed with the teacher and the Union Local within ten (10) days.

**4.01** (10) (d) Probationary teachers shall not be assigned teaching contact hours or total workload hours in excess of the maxima under any circumstances.

**4.01** (11) (a) Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed one hundred and eighty (180) contact days per academic year for a teacher in post-secondary programs or one hundred and ninety (190) contact days per academic year for a teacher not in post-secondary programs.

**4.01** (11) (b) Weekly contact hours assigned to a teacher by the College may be scheduled into fewer than five (5) contact days and such compressed schedule shall be deemed to be five (5) contact days.

**4.01** (11) (c) Teaching contact hours shall not exceed six hundred

and forty-eight (648) teaching contact hours per academic year for a teacher in post-secondary programs or seven hundred and sixty (760) teaching contact hours per academic year for a teacher not in post-secondary programs.

**4.01** (11) (d) Compensation for work in excess of the maxima set out above shall be paid by the College to the teacher on the basis of:

- (i) 1/180 or 1/190 respectively of the teacher's annual salary for each contact day in excess of the 180 or 190 contact day annual maximum;
- (ii) 0.1% of the teacher's annual salary for each teaching contact hour in excess of the 648 or 760 teaching contact hour annual maximum.

Such compensation shall be for the greatest amount and shall not be pyramided under this clause or under 4.01 (10).

**4.01** (12) (a) The contact day shall not exceed eight (8) hours from the beginning of the first assigned hour to the end of the last assigned hour.

**4.01** (12) (b) Every effort shall be made to ensure that work will not be assigned to begin less than twelve (12) hours after the end of the previous day's work assignment.

**4.01** (12) (c) A teacher shall not normally be assigned work on calendar Saturdays or Sundays. Where a teacher is assigned to work on a Saturday or Sunday, the teacher shall be credited with one and one-half ( $1 \frac{1}{2}$ ) times the credit hours normally given for hours so assigned and attributed.

**4.01** (12) (d) A teacher may agree in writing to waive the premium credits provided for in Article 4.01 (12) (c) above for a specified period of time.

**4.01** (13) Where a Union Local and a College agree in writing on terms governing workload assignments at the College, such agreements shall be binding on the College, the Union Local and the teachers and timetables shall be established in accordance with such local agreements.

**4.02** (1) (a) (i) Prior to the establishment of a total workload for any teacher the supervisor shall discuss the proposed workload with the teacher and complete the Standard Workload Form (SWF), attached as Appendix VIII, to be provided by the College. The supervisor shall give a copy to the teacher not later than six (6) weeks prior to the beginning of the period covered by the timetable excluding holidays and vacations. It is recognized that if the SWF is subsequently revised by the College, it will not be done without prior consultation with the teacher.

**4.02** (1) (a) (ii) The College may, where a change in circumstances requires it, amend assignments provided to a teacher after the original assignment, subject to the teacher's right to refer any matter to the College Workload Monitoring Group (Group) referred to in Article 4.02(2) (a) and if necessary, the Workload Resolution Arbitrator (WRA) referred to in Article 4.02(5) (a) and appointed under Article 4.02(6) (a).

**4.02** (1) (b) The SWF shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size, attributed hours, contact days, language of instruction and complementary functions.

**4.02** (1) (c) Following receipt of the SWF, the teacher shall indicate in writing on the SWF whether in agreement with the total workload. If not in agreement the teacher and the supervisor may add such other comments as is considered appropriate and may indicate in writing that the workload should be reviewed by the College Workload Monitoring Group (Group).

**4.02** (1) (d) In the event that the teacher is not in agreement with the total workload and wishes it to be reviewed by the Group, the teacher must so indicate in writing to the supervisor within three (3) working days from date of receipt of the SWF.

Absent such indication, the teacher shall be considered to be in agreement with the total workload. The completed SWF will be forwarded by the supervisor to the Group within three (3) working days from date of receipt from the teacher with a copy to be given to the teacher.

**4.02** (1) (e) The timetable shall set out the schedule and location of assigned workload hours reported on the SWF, on a Timetable Form to be provided by the College, and a copy shall be given to the teacher no less than two (2) weeks prior to the beginning of the period covered by the timetable, which shall be the same period as that covered by the SWF.

**4.02** (1) (f) (i) In the event of any difference arising from the interpretation, application, administration or alleged contravention of Article 4.01 or 4.02, a teacher shall discuss such difference as a complaint with the teacher's immediate supervisor. The discussion shall take place within fourteen (14) 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 teacher in order to give the immediate supervisor an opportunity of adjusting the complaint. The discus-

sion shall be between the teacher and the 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 teacher.

Failing settlement of such a complaint, a teacher may refer the complaint, in writing, to the Group within seven (7) days of receipt of the immediate supervisor's reply.

The complaint shall then follow the procedures outlined in Articles 4.02(2) through 4.02(6).

**4.02** (1) (f) (ii) Grievances arising with respect to Article 4, other than Articles 4.01 and 4.02 shall be handled in accordance with the grievance procedure set out in Article 11.

**4.02** (2) (a) There shall be a College Workload Monitoring Group at each College.

**4.02** (2) (b) Each Group will be composed of eight (8) members, with four (4) to be appointed by the College and four (4) appointed by the Union Local unless the College and the Union Local otherwise agree. The term of office of each member of the Group shall be two (2) years, commencing on April 1 in each year with four (4) members of the Group, two (2) College appointees and two (2) Union appointees, retiring on March 31 of each year. A quorum shall be comprised of four (4), six (6) or eight (8) members with equal representation from the College and Union Local.

Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

**4.02** (3) (a) The functions of the Group shall include:

- (i) reviewing workload assignments in general at the College and resolving apparent inequitable assignments;
- (ii) reviewing specific disputes pursuant to Article 4.02(1) (d) and/or 4.02(1) (f) (i) and where possible resolving such disputes;
- (iii) making recommendations to the College on the operation of workload assignments at the College;
- (iv) reviewing individual workload assignments where requested by the teacher or the Union Local and, where possible, resolving the disputes;
- (v) making recommendations to the College and Union Local committees appointed under Article 14 as to amendments or additions to the provisions governing workload assignments at the College for local negotiation in accordance with Article 4.02(7) in order to address particular workload needs at the College.

**4.02** (3) (b) The Group shall in its consideration have regard to such variables affecting assignments as:

- (i) nature of subjects to be taught;
- (ii) level of teaching and experience of the teacher and availability of technical and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;
- (iv) numbers of students in class;
- (v) instructional modes;
- (vi) availability of time for the teacher's professional development;
- (vii) previously assigned schedules;
- (viii) lead time for preparation of new and/or changed schedules;
- (ix) availability of current curriculum;
- (x) students with special needs;
- (xi) introduction of new technology;
- (xii) the timetabling of workload.

**4.02** (4) (a) The Group shall meet where feasible within one (1) week of receipt of a workload complaint or at the request of any member of the Group.

**4.02** (4) (b) The Group shall have access to all completed SWFs and such other relevant workload data as it requires to review workload complaints at the College.

**4.02** (4) (c) The Group or any member of it may require the presence of the supervisor and/or the teacher before it to assist it in carrying out its responsibilities.

**4.02** (4) (d) Any decision made by a majority of the Group with respect to an individual workload assignment shall be in writing and shall be communicated by the College to the teacher, the supervisor, the senior academic officer at the College and the President of the Union Local as soon as possible after the decision is arrived at.

**4.02** (4) (e) Such decision shall be binding on the College, the Union Local and the teacher involved.

**4.02** (5) (a) If following a review by the Group of an individual workload assignment which has been forwarded to the Group, the matter is not resolved, the teacher shall be so advised in writing. The matter may then be referred by the teacher to a Workload Resolution Arbitrator (WRA) provided under the agreement. Failing notification by the Group within three (3) weeks of the referral of the workload assignment to the Group, the teacher may refer the matter to the WRA.

**4.02** (5) (b) If the teacher does not refer an assignment to the WRA within one (1) week of the receipt by the teacher of notification by the Group that it has been unable to settle the matter, the matter will be considered to have been settled.

**4.02** (6) (a) One or more Workload Resolution Arbitrators shall be jointly selected by the President of the College and the President of the Union Local. The appointment of a WRA shall be from July 1 until June 30 of the following year unless both parties otherwise agree in writing. A WRA shall act on a rotation basis or as otherwise agreed.

**4.02** (6) (b) A WRA shall indicate to the President of the College and the President of the Union Local, in writing, willingness to act within the time frames specified in this Article.

**4.02** (6) (c) In the event that the President of the College and the President of the Union Local are unable to agree upon the appointment of a WRA, either the College or the Union Local may request the College Relations Commission to appoint a WRA and the WRA shall, upon appointment by the College Relations Commission, have the same powers as if the appointment had been made by the College and the Union Local as provided herein.

**4.02** (6) (d) The College and the Union Local will provide to a WRA the SWF and any other documents which were considered by the Group in its deliberations and such other information as the WRA considers relevant.

**4.02** (6) (e) A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two (2) weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, that the WRA shall discuss the matter with the teacher, the teacher's supervisor, and whomever else the WRA considers appropriate.

**4.02** (6) (f) A WRA shall, following the informal discussions referred to above, issue a written award to the College and the Union Local and to the teacher, resolving the matter. Such award shall be issued by the WRA within ten (10) working days of the informal discussion. The award shall only have application to the teacher affected by the matter and shall have no application beyond the end of a twelve-month period from the date of the beginning of the workload assignment.

**4.02** (6) (g) On request of either or both parties within five (5) working days of such award, the WRA shall provide a brief explanation of the reasons for the decision.

**4.02** (6) (h) The award of the WRA shall be final and binding on the parties and the teacher, and shall have the same force and effect as a Board of Arbitration under Article 11.



**4.02** (6) (i) Having regard to the procedures set out herein for the resolution of disputes arising under 4.01 and 4.02, no decision of the Group or Award of the WRA is subject to grievance or any other proceeding.

**4.02** (6) (j) The Colleges and the Union shall each pay one-half of the remuneration and expenses of a WRA.

**4.02** (6) (k) Where a referral is made to the Group or the WRA by more than one teacher, references in the article to "teacher" shall be read as "teachers".

**4.02** (6) (l) References to "teacher" in this Article include "instructor" but do not include partial-load teachers.

**4.02** (7) It is recognized that speedy resolution of workload disputes is advantageous to all concerned. Therefore, the College and Union Local committees appointed under Article 14 have the authority to agree to the local application of Article 4 and such agreement may be signed by them and apply for the specific term of this Agreement as currently in effect. Also, such agreement shall not serve as a precedent for the future at that or any other College. Such agreement is subject to ratification by the Union Local 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 September 1 to the following June 30. The academic year shall in any event permit year-round operation and where a College determines the needs of any program otherwise, then the scheduling of a teacher in one or both of the months of July and August shall be on a consent or rotational basis.

**4.04** (1) The assigned hours of work for Librarians and Counsellors shall be thirty-five (35) hours per week.

**4.04** (2) (a) The College shall allow each Counsellor and Librarian at least ten (10) working days of professional development in each academic year.

**4.04** (2) (b) Unless otherwise agreed between the Counsellor or Librarian and the supervisor, the allowance of ten (10) days shall include one period of at least five (5) consecutive working days for professional development.

**4.04** (2) (c) The arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor or Librarian subject to agreement between the supervisor and the Counsellor or Librarian, and such agreement shall not be unreasonably withheld.

**4.04** (3) Where Counsellors and Librarians are assigned teaching responsibilities the Colleges will take into consideration appropriate preparation and evaluation factors when assigning the Counsellors' and Librarians' workload.

**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 period of assigned workload, teachers shall not take any employment, consulting or teaching activity outside the College except with the prior written consent of the supervisor. The consent of the supervisor shall not be unreasonably withheld.

**4.07** Where the College requires the performance of work beyond the limits herein established, the College shall provide any such teachers with proper work facilities during such period.

**4.08** In keeping with the professional responsibility of the teacher, non-teaching periods are used for activities initiated by the teacher and by the College as part of the parties' mutual commitment to professionalism, the quality of education and professional development.

Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.

Such activities will neither be recorded nor scheduled except as in accordance with Article 4.01(7) (a).

## **Article 5 VACATIONS**

**5.01** (1) A full-time employee who has completed one full academic year's service with the College shall be entitled to a vacation of two (2) months as scheduled by the College.

**5.01** (2) A teacher 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 (12) month program shall be entitled to a vacation of one (1) month, as scheduled by the College. Such teacher shall also receive a bonus of ten (10) percent of the employee's annual salary for the additional eleventh month of teaching assignment to be paid on completion of such assignment. A teacher assigned to teach in the eleventh month for less than a full month will be entitled to a pro-rata amount of the ten (10) percent bonus referred to above, to be paid on completion of such assignment.

A member of the teaching faculty teaching in a continuous

program shall not be required to teach for more than twelve (12) consecutive months without a scheduled vacation of at least one (1) month.

**5.01** (3) 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** In scheduling vacations, the College will take into consideration the maintenance of proper and efficient staffing of College programs and operations and the requests of employees and will notify employees of their vacation period at least four (4) 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. The Colleges agree that seniority shall be given consideration in resolving conflicting vacation requests.

## **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
Canada Day	Thanksgiving Day

**6.01** (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 Article 6.01(a) falls within the vacation period of a member of the academic staff teaching an eleventh month as referred to in Article 5.01, a Counsellor or a Librarian, the employee shall be granted an additional day off at a date designated by the College.

**6.03** When a holiday as defined in Article 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) to manage the College and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, 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) (i) A full-time employee will be on probation until the completion of the probationary period. This shall be two (2) years' continuous employment except as described hereafter.

**8.01** (a) (ii) The probationary period for the following will be one (1) year's continuous employment:

(a) a full-time employee who has completed a probationary period at the same or another Ontario College of Applied Arts and Technology, and is hired by the College in the same classification which the employee held during the previous probationary period.

(b) a full-time teacher who holds one of the following professional qualifications and who has one year or more of full-time teaching experience in Ontario:

- (i) a valid Ontario Teacher's Certificate;
- (ii) Bachelor of Education Degree;
- (iii) Master of Education Degree.

(c) a full-time counsellor who holds one of the following professional qualifications and who has one year or more of full-time counselling experience in an educational institution in Ontario:

- (i) a valid Ontario Guidance Specialist's Certificate;
- (ii) Master's Degree in Counselling or Guidance;

(d) a full-time Librarian who holds a Bachelor's Degree in Library Science or a Master's Degree in Library Science and who has one year or more of full-time experience as a professional librarian in Ontario.

**8.01** (b) 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 the purposes of this paragraph, a calendar month in which the employee completes fifteen (15) or more days worked shall be considered a "full month".

If an employee completes less than fifteen (15) days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed fifteen (15) days worked, an additional full month shall be considered to be completed.

**8.01** (c) On successful completion of the probationary period, a full-time employee shall then be appointed to regular status and be credited with seniority equal to the probationary period served.

**8.01** (d) During the probationary period an employee will be informed in writing of the employee's progress at intervals of four (4) months continuous employment or four (4) full months of accumulated non-continuous employment and a copy given to the employee. 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 the employee's employment upon at least thirty (30) calendar days' written notice and during the remainder of the employee's 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.

**8.01** (e) The calculation of seniority for full-time employees whose service includes some work performed during certain periods shall be governed by the provisions of Appendix VII.

**8.01** (f) 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 the employee's continuous service in such predecessor institutions. The list of predecessor institutions referred to herein is attached as Appendix VII of the Collective Agreement.

**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 but may be subject to the internal complaint process as referred to in Article 14.02(iv), an employee who has completed the probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance Procedure.

**8.02** (b) An employee being discharged who has completed the

probationary period shall be notified in writing by the College President or the person(s) the College President 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. Any vacation entitlement of an employee shall be paid in addition to the ninety (90) days' notice period or to any payment in lieu thereof.

### **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) the employee shall receive the minimum vacation payment to which the employee is entitled under applicable legislation in lieu of any vacation pay or credit to which the employee is entitled under the Memorandum of Agreement.

**8.04** When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply:

(a) The College will notify the Union Local President and the College Employment Stability Committee (CESC) of the planned staff reduction and the courses, programs or services affected;

(b) Within seven calendar days of the receipt of such notification, the CESC 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 a member of the CESC within three calendar days following the meeting under subsection (b), the CESC 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 reduction, 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.

The CESC may require that further meetings be held.

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

(e) Additional representatives of the College and the Union in equal numbers may attend CESC meetings under subsections (b) and (c) where requested by the CESC to assist the committee. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings or the notice to individuals affected by the staff reduction;

(f) Upon completion of its deliberations the CESC shall forward its recommendations, if any, to the College President and the Union Local President, who shall maintain the confidentiality of the recommendations;

(g) When a College decides, following such meetings to proceed with a lay-off of one or more employees who have completed the probationary period written notice of lay-off 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 or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another position from that previously held as a result of such lay-off or reduction of employees, the following placement and displacement provisions shall apply to full-time employees so affected. Where an employee has the competence, skill, and experience to fulfill the requirements of the full-time position concerned, seniority shall apply 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, and experience 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, and experience to fulfill the requirements of the position concerned;

(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, and experience to fulfill the requirements of the position concerned;
- (ii) the employee being displaced has lesser seniority with the College.

(d) failing placement under paragraph (c) above, such employee shall be reassigned to displace two partial-load employees (as referred to in Appendix II) provided that:

- (i) the displacing employee has the competence, skill, and experience to fulfill the requirements of the position concerned; and
- (ii) each of the partial-load employees being displaced has lesser months of service with the College as determined in Appendix II than such displacing employee's months of seniority; and
- (iii) it is understood that the College retains the right to assign additional work to the employee, where warranted, subject to the limits prescribed by Article 4.

(e) (i) failing placement under paragraph 8.05(d) above or where the employee has waived in writing the right in paragraph (d) above, such employee shall be reassigned to displace one partial-load employee (as referred to in Appendix II) and one or more part-time employees whose assigned courses are as described in paragraph 8.05 (e) (ii) below, provided that:

- (a) the displacing employee has the competence, skill, and experience to fulfill the requirements of the position concerned; and
- (b) each of the employees being displaced has lesser months of service with the College (as determined in Appendix II or Appendix IV, as appropriate) than such displacing employee's months of seniority; and
- (c) it is understood that the College retains the right to assign additional work to the employee where required so that the work assignment so created constitutes a full-load assignment, and is in accordance with the limits prescribed by Article 4.

(e) (ii) the courses taught by the part-time employees displaced must be:



- (a) the same as, or
- (b) essentially the same as, or
- (c) pre-requisite courses to those taught by the partial-load employee concerned.
- (e) (iii) such employee shall have the layoff notice extended completion of the assignment so created, and shall maintain current salary and benefits for the duration of that assignment.
- (e) (iv) upon completion of the assignment so created, or as mutually agreed between the College and the employee, such employee shall be reassigned within the College to a vacant full-time position if the employee has the competence, skill, and experience to perform the requirements of a vacant full-time position.
- (e) (v) failing placement under paragraph 8.05(e) (iv) above, the employee shall be laid off without further notice upon completion of the partial-load assignment.
- (f) (i) failing placement under paragraph 8.05(e) above or where the employee has waived in writing the right in paragraph (e) above, the employee shall be reassigned to displace one partial-load employee (as referred to in Appendix II) and engage in approved retraining activities such that the employee retains current salary and benefits for the duration of the partial-load assignment provided that:
  - (a) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned; and
  - (b) the partial-load employee being displaced has lesser months of service with the College as determined in Appendix II than such displacing employee's months of seniority.
- (f) (ii) such employee shall have the layoff notice extended until completion of the partial-load employee's assignment, and shall maintain current salary and benefits for the duration of the partial-load assignment.
- (f) (iii) upon completion of the partial-load assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned within the College to a vacant full-time position if the employee has the competence, skill and experience to perform the requirements of a vacant full-time position.
- (f) (iv) failing placement under 8.05(f) (iii) above, such employee shall be laid off without further notice upon completion of the partial-load assignment.
- (g) (i) failing placement under paragraph 8.05(f) (i) above or where the employee has waived in writing the right in paragraph (f) (i)

above, such employee shall be reassigned to displace a sessional employee (who has more than ninety (90) days remaining on the sessional employee's term appointment) provided that the displacing employee has the competence, skill, and experience to fulfill the requirements of the position concerned.

(g) (ii) such employee shall have the layoff notice period extended until completion of the sessional employee's assignment, and shall maintain current salary and benefits for the duration of the sessional assignment.

(g) (iii) upon completion of the sessional assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned within the College to a vacant full-time position, if the employee has the competence, skill, and experience to perform the requirements of a vacant full-time position.

(g) (iv) failing placement under 8.05 (g) (iii) above, such employee shall be laid off without further notice.

(h) (i) failing placement under paragraph 8.05 (g) (i) or where the employee has waived in writing the right in paragraph (g) above, such employee shall be reassigned to displace a part-time employee upon acceptance of the identical employment conditions as the part-time employee concerned provided that:

(a) the displacing employee has the competence, skill, and experience to fulfill the requirements of the position concerned; and

(b) the part-time employee being displaced has lesser months of service with the College as determined in Appendix IV than such displacing employee's months of seniority.

(h) (ii) such a reassigned person shall be deemed to be laid off and eligible for recall in accordance with Article 8.06 and 8.10.

(h) (iii) failing placement under paragraph (h) (i) above, such employee shall be laid off with written notice of not less than ninety (90) calendar days. Such employee shall be granted release from all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to ninety (90) days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period.

(h) (iv) at the termination of the period referred to in paragraph 8.05 (h) (iii) above, such employee shall be reassigned within the College to a vacant full-time position, if the employee has the compe-

tence, skill, and experience to perform the requirements of a vacant full-time position.

(h) (v) failing placement under 8.05 (h) (iv) above, such employee shall be laid off without further notice.

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

**8.06** (b) If more than one employee is entitled to recall to a position under paragraph (a) above, the person with the greater seniority will be recalled.

**8.07** (a) In January of each year, the College shall prepare and post lists as follows:

- (i) a seniority list of all regular full-time employees showing the employee's name, classification, division or department, and seniority as determined pursuant to this Article.
- (ii) a list of all probationary employees showing the employee's name, division or department, date of hire, and date of completion of the probationary period.
- (iii) a seniority list of all partial-load employees employed since the previous January showing the employee's name, division or department, and accumulated service to date.

Such lists shall also be sent to the Union Local President.

(b) Such lists 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) The Union Local shall be advised of the date on which an employee completes the probationary period.

**11.08** (a) An employee claiming improper lay-off contrary to the provisions of this Agreement, shall state in the grievance the positions occupied by full-time and , non-full-time employees whom the employee claims entitlement to displace. The time limit referred to in Article 11.02 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 Article 11.03 shall specify, from the positions originally designated in (a) above, two full-time positions, or positions occupied by 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 sub-paragraphs (a), (b), (c), (d), (e), (f), (g) or (h) of Article 8.05.

**8.09** Extension and Continuing Education programs 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** (a) Seniority shall be lost and employment deemed terminated if:

- (a) an employee is discharged and 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.

**8.10** (b) Notwithstanding clause (d) of Article 8.10 (a), a person on lay-off shall not lose seniority and shall not be deemed to be terminated where the person is unable to return to the College's employ, on one (1) occasion only during the lay-off, where a notice of recall is of one (1) month's duration or less. It is understood that in such circumstances, the College and the employee may mutually agree to adjust the period of the notice of recall where educational and operational objectives so require.

**8.11\*** A full-time employee shall continue to accumulate seniority for the purpose of this Article while:

- (a) in the College's active employ;
- (b) absent through verified illness or injury and/or leave of absence for up to twenty-four (24) months;
- (c) on a College-approved leave of absence on an exchange program;
- (d) on a College-approved professional development leave of absence;

(e) on a College-approved secondment for up to twenty-four (24) months.

**8.12** (a) Notice will be posted in the College of all vacancies of full-time positions in the bargaining unit. Such notice will be posted for at least five (5) working days.

At the same time, notice of these vacancies will be sent to the College's Union Local President for distribution to the other Union Local Presidents.

The College will also forward copies of the notice to the other Colleges with the intention that they be posted.

**8.12** (b) Where a vacancy of a full-time position in the bargaining unit occurs, and is not filled internally, the College will give consideration to applications received from academic employees laid off at other colleges before giving consideration to other external applicants. Such consideration shall be given for up to and including ten (10) working days from the date of posting as described in 8.12(a).

Consideration will include review of the skill, competence and experience of the applicants in relation to the requirements of the vacant position.

**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 Articles 8.02 and 8.04. Article 8.05 shall not apply thereto provided the lay-off of employees is in a uniform manner.

A probationary employee shall have employment bridged over the period and shall be credited with 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 seniority as at the date of assignment for six (6) years thereafter while in the employ of the College.

(d) Seniority credited pursuant to this Article can only be exercised once the person concerned has entered or re-entered the bargaining unit as the case may be.

**8.15** (a) In the event of a recall being made by the College, the College shall advise the Union Local 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 teach credit courses including, in particular, sessional appointments.

**8.16** (a) A Severance Pay Plan on lay-off is introduced to provide for severance payment to employees with two (2) or more full years of continuous service up to a maximum payment at twenty-three (23) or more years continuous service with the College, provided the employee gives the College written election of severance within three months after termination of the notice period and waives all recall rights under the Agreement.

**8.16** (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 I exclusive of allowance(s).

Full years of continual service at date of lay-off	Per cent of employee's annual salary rate exclusive of allowances at date of lay-off
2 years	9%
3 years	11%
4 years	13%
5 years	15%
6 years	17%
7 years	19%
8 years	21%
9 years	23%
10 years	25%
11 years	27%

12 years	29%
13 years	31%
14 years	33%
15 years	35%
16 years	37%
17 years	39%
18 years	41%
19 years	43%
20 years	45%
21 years	47%
22 years	49%
23 years or more	50%

**8.17** An employee reassigned by the College under the provisions of Article 8.05 to a work location more than eighty (80) kilometres distant from the employee's previous work location shall be reimbursed for necessary expenses incurred in transporting the employee's household furniture and effects to a residence near such new work location up to a maximum amount of \$1000. 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 one (1) year of the reassignment.

**8.18** To assist persons who are laid off, the College agrees to the following:

- (a) Such a person may take, tuition free, one (1) program or course offered by the College, for which the person meets the normal entrance and admission requirements. In addition, the College shall consider and implement such retraining opportunities as the College may consider feasible.
- (b) Before the College hires a sessional employee, a person who has been laid off under 8.05 within the past twenty-four (24) months and has not elected severance under 8.16 (a) shall be offered the sessional appointment provided that the former employee has the competence, skill, and experience to fulfil the requirements of the sessional position concerned. The applicable salary for the duration of the sessional appointment shall be at the current salary rate, at the step level in effect at the time of lay-off.

For the purposes of Appendix III, the former employee will be deemed to be a new hire. This sessional employee will terminate employment at the end of the sessional appointment.

For the purposes of 8.06 (a) and 8.10 the former employee will be deemed to be still on lay-off during the sessional appointment.

- (c) The College shall consider additional means of support such as career counselling and job search assistance where such activities are expected to assist the individual in making the transition to a new career outside the Bargaining Unit.

## **Article 9**

### **EXTRAORDINARY FINANCIAL EXIGENCY**

**9.01** When a College plans to reduce the number of full-time regular employees who have completed the probationary period by lay-off of five (5) percent or twenty (20) employees whichever is less because of an extraordinary financial exigency the following provisions shall apply prior to the application of the procedures set out in Article 8.04(g) and 8.05 of this Agreement.

**9.02** In the above circumstances the College shall give written notification to the Union Local President and the College Employment Stability Committee (CESC) of the College's plan to reduce the number of full-time regular employees who have completed the probationary period by lay-off of five (5) percent or twenty (20) employees whichever is less and indicate the courses, programs and services to be reduced or eliminated and provide the Union Local and the College Employment Stability Committee (CESC) with the budgetary data used by the College in reaching its tentative decision for a planned staff reduction.

**9.03** During the thirty (30) calendar day period following such notification the CESC shall be given an opportunity to present its recommendations or advice on measures to deal with the extraordinary financial exigency that may include:

- (a) the budgetary measures other than, or in addition to, reduction in the full-time academic salary budget, which might be resorted to in order to prevent or minimize such salary budget reduction;
- (b) whether the utilization of other means such as normal retirement, voluntary early retirements, leaves or transfers can postpone or alleviate the need to discontinue appointments;
- (c) the size of the required reduction, if any, in the full-time academic salary budget;
- (d) a set of priorities for meeting the exigency and a proposal on how any required reductions in the full-time academic salary budget could be accommodated within such priorities;



(e) whether or not, and to what extent, any required reductions could be accommodated, in whole or in part by:

- (i) adjusting faculty instructional assignments;
- (ii) curtailing certain academic programs.

**9.04** The College shall not proceed with its plan to reduce the number of full-time employees referred to in Article 9.01 until the expiry of the thirty (30) calendar day period referred to in Article 9.03 or receipt of the CESC's recommendations or advice, whichever should first occur.

**9.05** The CESC may have other persons at its meetings to assist in examination of the planned reduction of employees.

## **Article 10 EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE**

**10.01** This provision shall apply when the College introduces new technology in the form of new equipment or process substantially different in nature or design from that previously in effect which has the initial effect of displacing an employee from the employee's position or more than one employee from their positions.

**10.02** In such circumstances as in Article 10.01 above, the College will provide the Union Local and the College Employment Stability Committee (CESC) at least ninety (90) calendar days before the date on which the technological change is introduced with a description of the change and the approximate number of employees likely to be directly affected by the change. The CESC shall meet to discuss the effect on the employment status of employees directly affected and possible measures to reduce adverse effects of the technological change including discussion of developmental opportunities for employees for possible assignment to other positions within the College or assisting in a change of career for employees with suitable qualifications.

**10.03** The CESC may have other persons at its meetings to assist in examination of the circumstances regarding the technological change.

**10.04** The CESC may make recommendations on the measures for developmental opportunities or possibilities of other assignments, or other measures to assist the College and employees affected by the technological change.

**10.05** Following the effective date of the technological change a reduction of employees resulting therefrom shall be carried out pursuant to Articles 8.04 (g) and 8.05 of this Agreement.

**10.06** Where it is considered mutually desirable that the Union Local and the College set out in writing the measures to be applied such resolution shall be signed by the parties and shall have the effect of a provision of this Collective Agreement and be subject to the provisions of Article 11; but shall not however continue beyond the terms of this Agreement as currently in effect.

## **Article 11 GRIEVANCE PROCEDURES**

**11.01** Articles 11.01 to 11.05 inclusive apply to an employee covered by this Agreement who has been employed continuously for at least the preceding four (4) months.

### **11.02 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, the employee shall discuss it with the employee's 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 the immediate Supervisor an opportunity of adjusting the complaint. The discussion shall be between the employee and the 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.

### **11.03 Grievances**

Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under Article 11.12 (c)) 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 the employee's 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, a Union Steward designated by the Union Local, if the Union Local 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 the immediate Supervisor and Dean, the grievor shall present the grievance in writing at Step 2 within fifteen (15) days of the day the grievor received such decision.

## **Step No. 2**

The grievor shall present the grievance to the President of the College concerned.

The President or the President's 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 a Union Steward designated by the Union Local the President's decision in writing within fifteen (15) days following the meeting. In addition to the Union Steward, a representative designated by the Union Local shall be present at the meeting herein if requested by the employee, the Union Local or the College. The President or the President's designee may have such persons or counsel attend as the President or the President's designee 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.

**11.04** (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 Chair. The Chair shall be selected from the following panel:

G. Brent	S. Schiff
R. MacDowell	R. Howe
J. Devlin	P. Picher
D. Carter	P. Knopf
K. Burkett	M. Teplitsky
H. Brown	M. Mitchnick
O. Shime	M. Picher
R. MacLaren	

Representatives of the Council and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of a chair to hear each of the grievances. The Chair 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 Chair, the College and the Union shall each appoint its arbitrator within ten (10) days thereafter and forthwith notify the other party and the Chair. However, if the College and Union mutually agree prior to selection of a Chair to arbitration by a sole arbitrator, the sole arbitrator shall be selected from the panel as in the case of a Chair 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 such appointment an employee or is or has within six months prior to such appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned. Any Chair 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 Chair of the Arbitration Board and shall each pay the remuneration and expenses of the person it appoints as arbitrator.

### **11.05 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 the 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 a 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 Local 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.

#### **11.06 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 the probationary period may lodge a grievance in the manner set out in Articles 11.07 and 11.08.

**11.07** An employee who claims to have been dismissed without just cause shall, within twenty (20) days of the date of receipt of the written notification of the dismissal, present a grievance in writing to the President, or in the absence of the President, the Acting President commencing at Step No. 2 and the President shall convene a meeting and give the grievor and the Union Steward the President's decision in accordance with the provisions of Step No. 2 of Article 11.03.

**11.08** If the grievor is not satisfied with the decision of the President, the grievor shall, within fifteen (15) days of receipt of the decision of the President or in the absence of the President, the Acting President, by notice in writing to the College, refer the matter to arbitration, as provided in this Agreement.

#### **11.09 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.

#### **11.10 Union Grievance**

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

#### **11.11 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 the President's 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.

#### **11.12 Definitions**

- (a) "day" means a calendar day;
- (b) "Union" means the Ontario Public Service Employees Union;
- (c) "grievance" means a complaint in writing arising from the

interpretation, application, administration or alleged contravention of this Agreement.

## **Article 12**

### **UNION DEDUCTION**

**12.01** There shall be an automatic deduction of an amount equivalent to the regular monthly membership dues from the salaries of all employees in the bargaining unit covered hereby.

**12.02** Regular monthly membership dues shall be in the amount established in accordance with the Union's Constitution and By-laws and may include an 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.

**12.03** 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 Section 54 of the Colleges Collective Bargaining Act, 1975. 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.

**12.04** 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.

**12.05** 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 13**

### **UNION BUSINESS**

**13.01** 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.

**13.02** The regular salary, pensions, sick leave, insurance and other fringe benefits of persons released from duty under Article 13.01 shall

continue to be paid by the College, and the Union shall reimburse the College for the regular salary portion thereof or, in the case of attendance of Union appointees, at meetings with management appointees of the Joint Educational Qualifications Subcommittee, Joint Insurance Committee, Pension Consultative Committee, Employee/Employer Relations Committee, Joint Grievance Scheduling Committee or such other Joint Union Management Committees as the Union and Council may subsequently agree in writing will be similarly treated for fifty percent (50%) of the regular salary portion thereof.

**13.03** The Colleges agree to provide paid leaves of absence for the seven (7) employees who are the members of the Union's negotiating team. These leaves shall extend from the beginning of bargaining for a new contract until such date as it is completed, not just for the specific times at which direct negotiations are being conducted.

**13.04** The regular salary, pension, sick leave, insurance, and other fringe benefits of persons released from duty under Article 13.03 shall continue to be paid by the College. Such leave shall be with full accumulation of seniority. Persons on leave under this Article shall enjoy all rights provided by the Collective Agreement and shall be deemed to have completed satisfactorily the total duties they could otherwise have been assigned.

**13.05** (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 the probationary period for the purpose of assisting employees and the Union 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 Union Local 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 Union Local in the administration of this Agreement and the business directly pertinent thereto:

In each College, there shall be a reduction of up to thirty-five



(35) teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for fifty percent (50%) of the regular salary portion. In the case of a Librarian or Counsellor, three (3) hours of work or assignment shall be deemed equivalent to one (1) teaching contact hour for purpose of this Article only. For the purposes of workload calculation each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF.

(c) In each College there shall be a further reduction of up to thirty (30) teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for one hundred percent (100%) of the regular salary portion. In the case of a Librarian or Counsellor, three (3) hours of work or assignment shall be deemed equivalent to one (1) teaching contact hour for purpose of this Article only. For the purposes of workload calculation each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF.

**13.06** (a) The President of the Union Local 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 13.05 (a), (b) or (c) 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 or persons 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 Article 13.05 above shall continue to be paid by the College and the Union shall reimburse the College as provided for above.

(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.

**13.07** 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.

**13.08** Upon application in writing by the Union to the Staff Affairs Committee through the College concerned, a leave of absence shall be granted to two (2) employees 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 Article 8.11, be with full accumulation of seniority.

## **Article 14**

### **COLLEGE MEETINGS**

**14.01** The Union Local 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 thirty-two (32) km away from the College's main establishment, with at least twenty (20) employees covered by this Agreement employed thereat, the Union Local 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.

**14.02** 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) local application of this Memorandum of Agreement;
- (ii) clarification of procedures or conditions causing misunderstanding or grievances;
- (iii) local initiatives to enhance employment equity including matters relating to child care;
- (iv) an internal complaint process to facilitate the resolution of employee complaints that do not fall within the provisions of Articles 4.01, 4.02 or Article 11;
- (v) other matters which are mutually agreed upon;
- (vi) if requested by the Union Local, the rationale for a sessional appointment by the College shall be the subject of discussion; and
- (vii) if requested by the Union Local, the College shall explain its rationale for its application of Article 8.04(c), Appendix II(6) or Appendix III(2), and in particular, will consider any representations which the Union Local may make with respect to the assigning of work on a full-time or a session-

al, partial-load or part-time basis, and with respect to the feasibility of assigning work on a full-time basis rather than on a sessional, partial-load or part-time basis.

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 30.02.

**14.03** 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 15**

### **EMPLOYEE/EMPLOYER RELATIONS COMMITTEE**

Terms of Reference for the Employee/Employer Relations Committee for the Community Colleges - Academic Staff.

#### **15.01 Purpose**

The parties agree to establish an Employee/Employer Relations Committee in order to:

(a) Facilitate communications between Management and the Union at the Provincial level in an unconstrained, yet official manner during the life of the Agreement.

(b) To preclude and resolve common problems during the life of the Agreement.

(c) To permit both Parties to enter negotiations with much of the groundwork completed.

#### **15.02 Membership**

(a) The Committee will be composed of equal representation not to exceed a total of ten (10) members, five (5) appointed by each Party.

(b) Each Party shall designate a Co-Chair and they will be responsible for the coordination of the Committee meetings.

(c) The Committee shall determine its own internal rules of procedure.

(d) Union members of the Committee may be released from duty without loss of pay for the purpose of attending meetings. Such leave of absence shall not be unreasonably withheld, recognizing the need for efficiency of operations of the College. Union members who are not on duty will attend meetings on their own time. Travelling expenses and other expenses incurred by the Union members of the Committee will be borne by the Union.

### **15.03 Meetings**

(a) The frequency of meetings shall be as established by the Committee.

(b) The Committee will primarily concern itself with matters that have Province-wide application and other items as mutually agreed upon that do not constitute altering or changing the Collective Agreement.

(c) The Committee will consider matters of a local College concern. Either Party will inform the other Party if an item is to be referred to the E.E.R.C. prior to its being discussed by E.E.R.C.

(d) The Committee will discuss College practices on utilization of sessional employees and all matters regarding the use of sessional employees referred to it.

(e) The Committee will not address items that are the subject of a grievance.

(f) It is recognized that the Committee is not intended as a decision-making body. However, the Committee may make recommendations as appropriate.

(g) The Committee will examine issues relating to employment equity and means of enhancing it, including an examination of the recognition of part-time service under the College's Classification Plans.

(h) The Committee will examine the adequacy of information supplied to the Union Local, including information supplied under Articles 8.07 and 8.15 (b).

## **Article 16 COPYRIGHT**

**16.01** 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

the employee's 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 17**

### **LEAVE OF ABSENCE**

**17.01** 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 programs of the College. Reasonable notice shall be given to the department head concerned.

**17.02** (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.

**17.03** (a) Leave of absence because of pregnancy shall be granted to a pregnant employee who has completed more than one year of employment with the College immediately preceding the estimated date of delivery. Except as hereinafter provided, the leave of absence shall be in accordance with the Employment Standards Act (Ontario). On request in writing, at least two weeks prior to the date of expiry of the pregnancy leave, an employee shall be granted a leave of absence without pay beyond that provided under the Employment Standards Act to a maximum leave of six (6) months. If through stillbirth or miscarriage the employee wishes to return at an earlier date than the leave of absence originally agreed to, and subject to satisfactory medical evidence of fitness to perform the employee's duties, the College shall endeavor to arrange for such earlier return to work and such request shall not be unreasonably denied. It is understood that Section 38 of the Employment Standards Act shall continue to apply to a leave of absence that has been extended under this provision.

(b) An employee entitled to pregnancy leave under this Article, who provides the College with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

(c) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the salary which the employee would otherwise have earned during the period  
and
- (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the salary which the employee would otherwise have earned during the period.

(d) An employee receiving the pregnancy leave allowance under the Supplementary Unemployment Benefit Plan shall have insured benefit coverage continued (i.e. OHIP, group life insurance, group disability, extended health, dental and pension benefits) during the period the employee receives the pregnancy leave allowance as follows:

- (i) The College shall continue the employee's benefit coverage for all insured benefits for which the College is responsible for payment of 100% of the billed premium (i.e. OHIP, extended health, dental, basic life).
- (ii) The College shall continue to pay its percentage of premium cost for all insured benefits for which the College and the employee jointly share the cost provided the employee continues to pay the employee's percentage share of the premium cost (i.e. supplemental life, pension).
- (iii) Any benefit coverage that is based on an employee's salary shall be based on the salary which the employee would otherwise have earned during the period.
- (iv) Sick leave credits will continue to accumulate.

(e) The College will not require an employee to take vacation entitlement concurrently with pregnancy leave.

(f) The implementation of the pregnancy leave provisions is subject to required approval by the appropriate federal agencies. If the required approval is obtained, the College shall be responsible for making its share of the payments under Articles 17.03 (c) and 17.03 (d) effective June 10, 1985.

**17.04** 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. Where the employee will be taking primary responsibility for child care during the leave, the first two (2) weeks of the leave shall be paid in accordance with the terms of the Supplementary Unemployment Benefits Plan. It is agreed that for the purpose of this provision, one parent only shall be taking primary responsibility for child care during such period.

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.

An employee entitled to leave under this Article, who provides the College with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan. Payments made according to the Supplementary Unemployment Benefit Plan will consist, for the two (2) week period in question, of payments equivalent to ninety-three percent (93%) of the salary which the employee would otherwise have earned during the period. The implementation of this provision is subject to the required approval by the appropriate federal agencies, which shall be done as soon as possible after ratification.

**17.05** 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. Where leave of absence for personal reasons is denied, reasons shall be given in writing to the applicant where requested.

**17.06** 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 three or more days without loss of pay, the duration of the leave to be at the discretion of the College.

It is understood that Article 17.05 is applicable to employees seeking bereavement leave related to the death of persons not identified in this Article.

**17.07** An employee required to appear for or serve jury duty or served with a subpoena to appear as a Court witness shall not have 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 the employee's immediate Supervisor immediately after receipt of notice of selection for jury duty or the subpoena requiring 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 Article. 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 the employee is not required to attend the Court.

**17.08** If a full-time employee terminates employment for the purpose of caring for a dependent person (or persons) and is subsequently re-employed by the same College as a full-time employee, the employee shall, upon application and completion of the probationary period, be credited with the employee's previous length of service for the purpose of:

- vesting of Cumulative Sick Leave Gratitude (provided no previous payment was made upon termination);
  - the severance pay plan;
  - Professional Development Leave;
  - College Prepaid Leave Plan; and
  - seniority
- provided that:

(a) the employee had completed at least two (2) years continuous service at the time of termination;

(b) the employee's termination indicated the reason for leaving to be the caring for a dependent person (or persons);

(c) the break in service was for no longer than six (6) years, except as may be mutually agreed between the College and the employee.

## **Article 18**

### **PROFESSIONAL DEVELOPMENT LEAVE**

**18.01** The College recognizes that it is in the interests of employees, students and the College that employees are given the opportunity by the College to pursue College-approved professional development activities outside the College through further academic or technical studies or in industry where such activities will enhance the ability of the employee upon return to the College to fulfill professional responsibilities.

**18.02** To that end, each College will grant a minimum of two (2) percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than six (6) years, and an additional one (1) percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than fifteen (15) years, to be absent on profession-



al development leave at any one time in accordance with the following conditions:

(a) the purpose of the leave is for College-approved academic, technical, industrial or other pursuits where such activities will enhance the ability of the teacher, counsellor or librarian upon return to the College;

(b) a suitable substitute can be obtained;

(c) the leave will normally be for a period of from one (1) to twelve (12) months;

(d) the employee, upon termination of the professional development leave, will return to the College granting the leave for a period of at least one (1) year, failing which the employee shall repay the College all salaries and fringe benefits received by the employee while on professional development leave;

(e) the salary paid to the employee will be based on the following scale: fifty-five percent (55%) of the employee's normal salary increasing by five percent (5%) per year after six (6) years of employment with the College concerned to a maximum of seventy percent (70%) of the employee's normal salary after nine (9) 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. The amount and conditions of payment will be pro-rated for shorter leaves;

(f) Applications for professional development leave will be submitted in writing containing a detailed statement of the nature of the proposed leave and its perceived benefit to the College and the employee; to the Chair of the Department at least six (6) months prior to the commencement date;

(g) All applicants will be notified in writing by the President as to the disposition of their application for professional development leave;

(h) The College may on its own initiative propose plans of professional development leave to employees; however no employee shall be under obligation to accept such a proposal;

(i) The provisions of the Article shall not preclude the College from permitting greater numbers of employees to be absent on professional development leave;

(j) The fulfillment of the minimum of two percent (2%) of full-time employees on professional development leave (arising out of employee-initiated leaves) as set out herein will depend upon the receipt and approval by the College of a sufficient number of qualified applications in accordance with the criteria set out above;

(k) In the event that more eligible employees apply for professional development leave than will be approved, preference shall be given to the applicants with greater length of service since their last professional development or sabbatical leave under Article 18 of the preceding collective agreements.

(l) An applicant who is denied professional development leave shall be notified in writing of the reasons for the denial. Approval of an application for professional development leave shall not be unreasonably withheld.

(m) For professional development leaves that are granted for a period of less than one (1) year, the payment shall be pro-rated. The unused portion of the allowable earned leave shall be available to the teacher, counsellor or librarian subject to the application and approval processes of the college and those defined within this article. Payment for the unused portions of leave when taken shall be paid at the same proportion of salary as established in Article 18.01(e) when the first portion was taken.

**18.03** An employee in the bargaining unit may take, for a tuition fee of not more than \$20.00, on the employee's own time,

(a) Ministry approved programs or courses,  
or

(b) other programs or courses as mutually agreed,

which the College currently offers. The employee must meet the normal entrance and admission requirements.

## **ARTICLE 19 PREPAID LEAVE PLAN**

**19.01** The Prepaid Leave Plan (hereinafter called the Plan) has been developed to afford full-time Professors, Instructors, Counsellors and Librarians the opportunity of taking up to 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 leave.

**19.02** Any full-time Professor, 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.

**19.03** (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. Requests will not be unreasonably denied.

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

- (i) one (1) year deferral of up to one-half ( $1/2$ ) of annual salary in each year followed by one (1) year of leave;
- (ii) two (2) years deferral of up to one-third ( $1/3$ ) of annual salary in each year followed by one (1) year of leave;
- (iii) three (3) years deferral of up to one-quarter ( $1/4$ ) of annual salary in each year followed by one (1) year of leave;
- (iv) four (4) years deferral of up to one-fifth ( $1/5$ ) of annual salary in each year followed by one (1) year of leave;
- (v) five (5) years deferral of up to one-sixth ( $1/6$ ) of annual salary in each year followed by one (1) year of leave;
- (vi) when mutually agreed between the College and the academic employee, a prepaid leave plan may be devised which allows for a deferral period different from those proposed in (i) to (v) above, provided that the percent and amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of participation in the plan (i.e. the fraction of the leave of absence over the sum of the deferral period and the leave period).

(e) No plan devised under this section shall have a deferral period in excess of seventy-two (72) months or a leave period in excess of twelve (12) months.

(f) Following College approval, the employee and the College shall enter into a written agreement which states that the employee waives the right to receive the deferred portion of salary as defined in accordance with 19.03(d). The agreement shall further set out all other terms of the plan agreed to in accordance with the conditions herein.

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

(a) In the period of the program, preceding the period of the leave, the employee will be paid a reduced percentage, in accordance with subsection 19.03 above, of the employee's annual salary as set out in Appendix I and the applicable allowance(s) as set out in the Guidelines.

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 period of leave.

(b) The calculation of interest under the 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 in the participant's credit will be sent to the participant by the College. If at the last day of any month, any one or more of the above products is not offered by the bank with which the College deals, then the interest rates on the remaining products will be averaged.

(c) During the period of the program prior to the leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the period concerned had the participant 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 the leave of absence, if eligibility conditions permit; however, the premium costs of all such plans shall be paid by the participant during the leave.

(e) During the period 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 period prior to taking the leave had the participant not been in the Plan.

(f) At the commencement of the period of leave, the College shall pay to the participant the monies standing to the participant's credit less any premiums or contributions deducted for the leave, except as may otherwise be mutually agreed. If by mutual agreement, the employee chooses to have some of the deferral amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.

**19.05** (a) On return from leave, a participant will be assigned to the participant's 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 the participant's return, the period 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 the participant's return.

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

(c) A participant may, with the approval of the College, withdraw from the plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for withdrawal must be submitted in writing, detailing the reason(s) for withdrawal, as soon as possible prior to commencement of the leave. The College shall maintain the request and its approval as a part of College records.

When a request for withdrawal is approved, the College shall pay to the employee a lump sum amount equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of approval 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 or the participant requests a postponement of the leave, the College may up to six (6) months prior to the commencement of the leave postpone the leave, but the period of the postponement shall not exceed twelve (12) months. In this instance, a participant may choose to remain in the Plan, or receive payment as in (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 monies 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 monies accumulated, plus interest accrued to the date of payment will be paid to the employee's estate. Every agreement entered into under 19.03(f) shall state that monies paid to the estate of an employee under this section are a "right or thing" within the meaning of the Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act.

**19.06** During each taxation year the participating employee's in-

come tax liability shall be in accordance with the Canadian Income Tax Act and the amount of the withholding tax deducted at source by the College shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this Plan by Revenue Canada.

## **Article 20**

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

**20.01** 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 21**

### **SHORT-TERM DISABILITY PLAN AND LONG-TERM DISABILITY PLAN**

#### **21.01 SHORT-TERM DISABILITY PLAN**

##### **21.01(1) Participation**

Effective April 1, 1991, all full-time members of the bargaining unit shall be covered by this plan.

##### **21.01(2) Funding**

This plan shall be funded by the College.

##### **21.01(3) Waiting Period**

New employees will be eligible for benefits under this plan from their first day of service with the College. The annual benefit allocation described in 21.01(6) shall be credited at that time.

##### **21.01(4) Benefit Year**

The benefit year shall be September 1 to August 31. For the balance of the benefit year expiring August 31, 1991, an employee will be credited with the unused credits, if any, standing in the name of the employee on April 1, 1991, under the terms of a previous Cumulative Sick Leave (CSL) Plan, where applicable. Employees hired between April 1, 1991, and August 31, 1991, shall be credited with a pro-rated number of annual credits, depending on date of hire.

##### **21.01(5) Workers' Compensation and Other STD Insurance**

Where a full-time member of the bargaining unit is entitled to payments under the Workers' Compensation Act and Regulations, or is entitled to payments under any other short term disability insurance, such person shall be entitled to payments, where required, from this plan to supplement the amount payable under the Workers' Compensation Act and Regulations, or such other insurance, up to the amount otherwise payable under this plan.

## **21.01(6) Benefits**

(a) During absences due to illness or injury, participating employees who would otherwise be scheduled to work shall receive one hundred percent (100%) of regular pay for up to and including twenty (20) working days in any one benefit year, plus any unused credits carried forward from previous years. Days not utilized in any year shall be considered to be credits (on the basis that one (1) credit represents one hundred percent (100%) of regular pay for one (1) working day) and shall be carried forward to the next benefit year. Debits shall be made from the total assigned benefit on a day-for-day basis.

(b) During absences due to illness or injury in excess of the accumulated days referred to in (a) above, participating employees shall be paid seventy-five percent (75%) of regular pay for up to the difference between the number of accumulated days referred to in (a) above and the date the employee would normally qualify for LTD. Debits shall be made from the total assigned benefit on a day-for-day basis.

(c) Where the qualifying period for LTD has expired, and the employee qualifies for LTD, and the employee still has credits standing in his or her name under this plan, such credits may, at the election of the employee, be utilized by the employee instead of LTD benefits, until the employee elects to take LTD benefits, if qualified.

(d) During the period defined in (a) above, a participating employee who is absent due to injury or illness on the day before or after a holiday as defined in Article 6.01 shall receive pay for the holiday at the rate defined in (a) above.

(e) During the period defined in (b) above, a participating employee who is absent due to injury or illness on the day before or after a holiday as defined in Article 6.01 shall receive pay for the holiday at the rate defined in (b) above.

(f) Application for benefits under the plan shall be made at such time and in such manner as the College shall determine, and shall be supported by such medical evidence, if any, as the College may require.

## **21.01(7) Expiry of Credits**

Subject to 21.01(8), upon retirement, layoff or termination of employment, any credits standing in the name of the employee shall be cancelled and shall be of no effect.

## **21.01(8) Protection of Existing Rights**

Notwithstanding 21.01(7), employees hired before April 1, 1991, shall be entitled to utilize available credits (or portions thereof) at the time of

retirement, termination of employment or layoff as a lump sum gratuity calculated in accordance with the terms of the pre-existing Cumulative Sick Leave Plans, where applicable and where the employee is eligible and shall not exceed the amount of one-half the employee's annual salary as of the date of separation.

## **21.02 LONG-TERM DISABILITY PLAN**

The employees shall pay the full premium of the present Long-Term Disability Plan, the benefit level to be sixty percent (60%) of basic monthly earnings reduced by:

- (i) any form of salary continuation from the employer or benefit from an employer sponsored retirement or pension plan;
- (ii) any basic disability benefits payable from government sponsored income security programs (e.g. C/QPP, W.C., U.I., or similar programs);

but this amount shall not be reduced by amounts payable under:

- (i) any privately sponsored group disability insurance plan;
- (ii) any increase in benefit arising from the C/QPP as a result of an adjustment in the Consumer Price Index.

## **Article 22**

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

#### **22.01 Ontario Health Insurance Plan**

The Colleges agree to pay one hundred percent (100%) of the billed premium of the Ontario Health Insurance Plan for employees covered thereby, and subject to the eligibility requirements of the Plan.

#### **22.02 Extended Health Plan**

The Colleges agree to pay one hundred per cent (100%) of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan.

#### **22.03 Post Retirement Extended Health Coverage**

The Colleges agree to include eligible retired employees in the Extended Health Plan at the option of the employee under the following conditions:

(1) The retired employee shall pay to the College quarterly in advance the full cost of the plan from the date of retirement.

(2) Eligibility for such coverage shall be dependent upon:

- (i) The employee qualifying for benefits under the Col-



leges of Applied Arts and Technology Pension Plan or the Teachers' Superannuation Plan.

(ii) The employee maintaining eligibility for benefits under O.H.I.P.

(iii) The employee commencing retirement on or after May 1, 1988.

(3) Insurable benefits payable under O.H.I.P. shall not be payable under the Extended Health Plan.

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

(a) The Colleges agree to pay one hundred percent (100%) of the billed premiums of an insured dental plan providing features comparable to Blue Cross #7 plus Rider #1 and Rider #2 and the ODA schedule for the immediately preceding year 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.

The College will pay one hundred percent (100%) of the billed premiums for an insured dental plan with features comparable to Blue Cross Rider #3 with \$1,000.00 lifetime maximum per person covered regardless of age and fifty percent (50%) co-insurance.

(b) The Colleges agree to include eligible retired employees in the Dental Plan (Appendix V) at the option of the employee under the following conditions:

(1) The retired employee shall pay to the College quarterly in advance the full cost of the plan from the date of retirement.

(2) Eligibility for such coverage shall be dependent upon:

(i) The employee qualifying for benefits under the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Superannuation Plan.

(ii) The employee maintaining eligibility for benefits under O.H.I.P.

(iii) The employee commencing retirement on or after May 1, 1988.

(3) Insurable benefits payable under O.H.I.P. shall not be payable under the Dental Plan.

#### **22.05 Survivor Benefits**

(a) The Colleges agree to continue for the dependent survivor of a deceased employee coverage of Extended Health and Dental Plan for six (6) months at no cost to the survivor and on a voluntary basis for an additional six (6) months at one hundred per cent (100%)

survivor paid premiums, provided the deceased employee was subscribing to such benefits immediately prior to death.

(b) The Colleges agree to continue at the option of the dependent survivor of a retired employee the benefits set out in 22.03 and 22.04 under the same terms and conditions provided that such benefits were in force at the date of death.

#### **22.06 Vision Care**

The Colleges shall pay seventy-five percent (75%) of the premiums for a Vision Care Plan providing coverage to a maximum of \$200 each two (2) years, — per person 18 years of age and over, and \$200 each one (1) year per person under 18 years of age, for glasses, frames, and contact lenses, subject to eligibility requirements and enrolment requirements, and the balance of the premiums shall be paid by payroll deduction.

#### **22.07 Hearing Aid Plan**

The Colleges shall pay seventy-five percent (75%) of the premiums for a Hearing Aid Plan providing coverage to a maximum of \$300 each five (5) years, per person, subject to eligibility requirements and enrolment requirements, and the balance of the premiums shall be paid by payroll deduction.

#### **22.08 Basic Life Insurance Plan**

The Colleges agree to continue the present Group Basic Life Insurance Plan to provide term insurance coverage of \$25,000 on the life of the employee and to pay the full premium for employees covered thereby and subject to the eligibility requirement thereof.

#### **22.09 Supplemental Life Insurance Plan**

(a) Commencing when arrangements have been completed with the Insurance Carrier, the Colleges agree to amend the present Supplemental Life Insurance Plan to provide for availability of Supplementary Life Insurance in units of \$10,000 up to a maximum of \$60,000 of coverage with the College paying 50% of the premium for employees covered by the Plan subject to the payment of the balance by payroll deduction.

(b) The Colleges agree to continue the Supplemental Life Insurance Plan to provide for the availability of Supplementary Life Insurance in units of \$10,000 to a maximum of \$40,000 for employees who elect the maximum option of \$60,000 as contained in Article 22.09(a) provided the employee pays the full premium cost through payroll deduction.

(c) The Colleges agree to arrange for Dependent Life Insurance coverage in the amount of \$5,000 upon the death of a spouse and

\$2,000 upon the death of a dependent child to those employees who elect such coverage in writing, subject to the enrolment requirements of the plan, and agree to pay through payroll deductions, 100% of the premium as established by the insurance carrier.

### **Article 23**

#### **WORKERS' COMPENSATION**

**23.01** All employees shall be covered by Workers' Compensation.

### **Article 24**

#### **LIABILITY INSURANCE**

**24.01** 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 or the Union Local 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 or the Union Local, as the case may be.

### **Article 25**

#### **REIMBURSEMENT FOR AUTOMOBILE EXPENSES**

**25.01** (a) An employee authorized to use the employee's car on approved College business including travelling to assigned duties away from the employee's accustomed work location shall be reimbursed kilometrage expenses in accordance with the following:

Kilometers Driven	Southern Ontario	Northern Ontario
0-4000	29 cents/km	29.5 cents/km
4001-10700	24.5 cents/km	25 cents/km
10701-24000	21 cents/km	21.5 cents/km
24001 km and over	17.5 cents/km	18 cents/km

(b) The boundary between Northern and Southern Ontario shall be: Healey Lake (Municipal) Road from Healey 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;

(c) For the purpose of this Article, all kilometrage outside of Ontario will be at the rate for Southern Ontario;

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

(e) 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 on 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 26**

### **PERSONNEL RECORDS**

**26.01** Performance appraisals, including written progress reports referred to in Article 8.01 which are to be filed on the employee's record, shall be shown to the employee in advance. The employee may add the employee's views to such appraisal before it is filed. It is understood that such appraisals do not in themselves constitute disciplinary action by the College against the employee.

**26.02** Each employee shall receive a copy of any disciplinary notice to be placed in the employee's file. Where the College or a Board of Arbitration determines that any suspension or written disciplinary notations were indeed without cause, such suspension or written disciplinary notation and grievances arising thereunder shall be removed from the employee record.

**26.03** An employee shall be given access to the employee's record and shall, upon request, be given a copy of any documents contained in the employee record.

## **Article 27**

### **NO DISCRIMINATION**

**27.01** (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 11 hereof.

(c) The parties agree that the implementation of a special program under Section 13 of the Human Rights Code, 1981, as amended, shall be deemed not to contravene clause (a) above.

## **Article 28**

### **EMPLOYMENT STABILITY**

**28.01** (a) The parties hereto subscribe to certain objectives and principles as follows:

- (i) that employment stability should be enhanced, within the resources available, through both long-term and short-term strategies;
- (ii) that such strategies could include, but not necessarily be restricted to, planning, retraining, early retirement, alternative assignments, secondments, employee career counselling, job sharing and professional development;
- (iii) that data which is relevant to employment stability should be made available to both parties;
- (iv) that procedures should be in place to deal with situations that arise in which, notwithstanding the best efforts of both parties, lay-offs and/or reductions in the number of employees who have completed the probationary period become necessary; and,
- (v) that resources should be made available to achieve, to the degree that it is feasible, these objectives and principles.

**28.01** (b) The parties have agreed to the following provisions, in order to achieve, to the degree that it is feasible, the foregoing objectives and principles.

**28.02** (a) There shall be established, at each College, a College Employment Stability Committee (CESC).

**28.02** (b) Each CESC will be composed of four (4) members, with two (2) to be appointed by the College and two (2) by the Union Local. The term of office of each member shall be one (1) year, which may be renewable, commencing on September 1 of each year. Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

**28.03** The functions of the CESC shall be to recommend long-term and short-term strategies to enhance employment stability, and to administer and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF) established under 28.08, as specifically prescribed in 28.04, 28.05 and 28.06.

**28.04** The functions of the CESC shall include the making of recommendations with respect to long-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

- (i) receiving and analyzing data provided under the Collective

Agreement with the objective of creating a shared data base;

- (ii) identifying needs for further data collection;
- (iii) analyzing, on an ongoing basis, internal and external trends which may have impact on employment stability, such as areas of growth and decline and changing resource levels and priorities;
- (iv) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer.

**28.05** (a) The functions of the CESC shall include the making of recommendations with respect to short-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

- (i) receiving data concerning vacancies at other Colleges under Article 8.12, and distributing information concerning such vacancies and providing assistance to employees regarding such vacancies;
- (ii) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer;
- (iii) identifying local adaptations of other provisions of the Agreement which may have impact on employment stability.

**28.05** (b) The CESC shall perform the functions conferred upon it under Article 8.04 and Articles 9 and 10.

**28.06** The CESC shall administer and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF), established under 28.08, by using the JESRF, or such portion as the CESC considers appropriate, to facilitate employment stability strategies, both long-term and short-term.

**28.07** (a) The CESC shall make any recommendations that it is empowered to make under 28.04 and 28.05 and any decisions that it is empowered to make under 28.06 by majority vote, subject to (b) and (c) as hereinafter provided. The decision of the CESC under 28.06 shall be final and binding on the parties and any employee affected by the decision. In making any decision under 28.06, the CESC shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

**28.07** (b) Where there is no majority decision with respect to any recommendation under 28.04 or 28.05, each of the members of the CESC may make separate recommendations.

**28.07** (c)(i) Where there is no majority decision under 28.06, any member of the CESC may refer the matter to the Employment Stability Reserve Fund Arbitrator (ESRFA), as hereinafter provided.

(ii) There shall be an Employment Stability Reserve Fund Arbitrator established at each College to be appointed by agreement of the President of the College and the President of the Union Local. The appointment, which may be renewable by mutual agreement, shall be for one (1) year, commencing on September 1 and expiring on August 31 in each year. In the event that the President of the College and the President of the Union Local are unable to agree upon the appointment of an ESRFA, either the College or the Union Local may request the College Relations Commission to appoint an ESRFA and the ESRFA shall, upon appointment by the College Relations Commission, have the same powers as if the appointment had been made by the College and the Union Local as provided herein.

(iii) The ESRFA may make any decision that the CESC is empowered to make under 28.06.

(iv) The ESRFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESRFA.

The ESRFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

(v) The decision of the ESRFA shall be final and binding on the parties and any employee affected by the decision. The ESRFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

(vi) The College and the Union shall each pay one-half of the fees and expenses of the ESRFA.

**28.08** (a) There shall be established at each College a Joint Employment Stability Reserve Fund (JESRF).

**28.08** (b) The College shall make an annual contribution to the JESRF, to be made on or before September 1 in each year, in an amount equal to \$50.00 per full-time member of the bargaining unit at the College, provided that where the amount of the JESRF is equal to or exceeds an amount equal to \$500.00 per full-time member of the bargaining unit at the College, the obligation of the College to contribute to the JESRF shall be suspended until the JESRF is again below that amount. In such a case, the next annual contribution required by

the College shall again be \$50.00 per full-time member of the bargaining unit at the College or the amount required to restore the JESRF to \$500.00 per full-time member, whichever is less.

**28.08** (c) The JESRF shall be maintained at a bank or other financial institution at which the College maintains one or more of its accounts, and shall be maintained under the supervision of the chief financial officer of the College. The books and records of the JESRF shall be open for inspection by any member of the CESC at any time during regular business hours.

**28.08** (d) Any requisition for a cheque and/or withdrawal from an account in which the JESRF is maintained shall be countersigned by one member of the CESC appointed by the College and one member appointed by the Union Local.

**28.08** (e) Surplus funds, if any, that are not immediately required for the purposes of 28.06 may be invested on the instructions of the CESC in any account or certificate of deposit maintained at or issued by a bank or financial institution.

**28.08** (f) While it is recognized that the specific financial obligation by the College to the JESRF is the annual contribution to the JESRF (subject, in addition, to any other specific obligations imposed by this Agreement), it is understood that this is not to act as a limitation on either the College's or the Union Local's ability to explore and utilize other means of enhancing employment stability, including contributing additional funds to the JESRF

## **Article 29**

### **GENERAL**

**29.01** (a) The College will continue to make reasonable provision for the conditions of safety and health in the employees' work areas in the College by conforming with the provisions of the Occupational Health and Safety Act and Regulations.

**29.01** (b) Where the employee in the performance of duties uses safety equipment as required under the Occupational Health and Safety Act of Ontario, the College shall provide such equipment to the employee at no cost. Specific eligibility problems shall be resolved by the Joint Occupational Health and Safety Committee.

**29.02** It is the policy of the Council of Regents that assignments to be performed within the confines of a penal institution are voluntary except when the person is hired on the basis that the assignment may include activities within a penal institution.

**29.03** The cost of printing the Collective Agreement booklets will be shared equally by the Council of Regents and the Union subject to



mutual agreement as to format and production arrangements.

**29.04** The parties agree that a French language and an English language version of this Agreement shall be prepared. With respect to any dispute arising at a French language College, the French language version of this Agreement shall prevail. With respect to any dispute arising at an English language College, the English language version of this Agreement shall prevail. With respect to any dispute arising at a bilingual College, the version of the Agreement that will prevail shall be as designated by the grievor.

### **Article 30 DURATION**

**30.01** This Memorandum shall take effect commencing on November 28, 1989, and shall have no retroactive effect or application (except as to the full-time employee Salary Schedule as set out in Appendix I and the partial-load hourly rates as set out in Appendix II, effective as of September 1, 1989), and shall continue in full force and effect until August 31, 1991 (except as to the full-time employee Salary Schedule as set out in Appendix I and the partial-load hourly rates as set out in Appendix II effective as of September 1, 1990) and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing in January, 1991, that it desires to amend this Memorandum.

**30.02** 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 (3) members (as appointed under Article 14.01) shall be held at mutually agreed dates during the period of one (1) month following receipt of the notification referred to in Section 30.01. Failing settlement, such proposal(s) may then be included as matters for discussion in the negotiations between the parties of this Memorandum.

EXECUTED at TORONTO, ONTARIO, this 27th day of February, 1990.

**FOR THE UNION**

**Paddy Musson  
Fred Upshaw  
Ted Montgomery  
Philip R. Cunningham  
Joan Hastings-Dove  
Bart Wesseling  
Fernand Bégin  
Ronald S Golemba  
André Bekerman**

**FOR THE COUNCIL**

**Charles Pascal  
Laura Barr  
Bill Cruden  
Cindy Hazell  
Dorothy Ellis  
James Turner  
Gail Hilyer  
Dorothy Lambert  
Steve Bantoft  
Kathryn Cesnick  
Bert Dejeet  
Mark Titterson  
Ian McArdle  
Robert Mayrand  
Larry Carr-Braint**

**APPENDIX I**  
**SALARY SCHEDULES**  
**(Effective September 1, 1989)**

**(a) Professors and Counsellors and Librarians**

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

Step 2	\$31,740	
Step 3	33,428	
Step 4	35,119	
Step 5	36,807	
Step 6	38,497	Control point for Step 12
Step 7	40,188	Control point for Steps 13 & 14
Step 8	41,875	Control point for Steps 15 & 16 — Maximum starting salary for Step 12 qualifications
Step 9	43,565	Maximum starting salary for Step 13 qualifications
Step 10	45,254	Maximum starting salary for Step 14 qualifications
Step 11	46,943	Maximum starting salary for Step 15 qualifications
Step 12	48,632	Maximum salary — no formal post-secondary diploma, certificate or degree — Maximum starting salary for Step 16 qualifications
Step 13	50,322	Maximum salary — 1 year post-secondary certificate
Step 14	52,011	Maximum salary — 2 year CAAT Diploma or certified Journeyman*
Step 15	53,702	Maximum salary — 3 year CAAT diploma or General Pass University Degree or certified Journeyman* holding equivalent qualifications**
Step 16	55,387	Maximum salary — 4 year Canadian University Degree or more; C.G.A.; P.Eng; C.A.; or C.M.A. (formerly R.I.A.); In-service Teacher Training Program Certificate

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

\*"Journeyman" to be replaced with appropriate term when Apprenticeship Act is amended.

\*\*Step 15 equivalent qualifications for a certified Journeyman\* or someone treated as such, shall mean the successful completion of five full year CAAT courses at the technologist level of which two are directly related to the individual's area of expertise, or the equivalent. The course of study leading to equivalent Step 15 qualifications for certified Journeymen\*, or someone treated as such, shall be approved in advance by the College.

**(b) Instructors**

Minimum	\$24,213	
Step 1	25,904	
Step 2	27,592	
Step 3	29,281	
Step 4	30,972	
Step 5	32,662	Control point of range
Step 6	34,349	
Step 7	36,040	Maximum starting salary
Step 8	37,730	
Step 9	39,419	
Step 10	41,108	

(c) Annual increments to the control point are based upon experience, at the rate of one step for each completed year on-the-job experience. Above the control point, but not beyond the maximum, one step will be granted where performance in the past year was satisfactory. For the purposes of this paragraph the following shall be considered as on-the-job experience: leave for union activities, paid leave of absence, secondment.

**APPENDIX I**  
**SALARY SCHEDULES**  
**(Effective September 1, 1990)**

**(a) Professors and Counsellors and Librarians**

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

Step 2	\$33,644	
Step 3	35,434	
Step 4	37,226	
Step 5	39,016	
Step 6	40,807	Control point for Step 12
Step 7	42,599	Control point for Steps 13 & 14
Step 8	44,388	Control point for Steps 15 & 16 — Maximum Starting salary for Step 12 qualifications
Step 9	46,179	Maximum starting salary for Step 13 qualifications
Step 10	47,969	Maximum starting salary for Step 14 qualifications
Step 11	49,760	Maximum starting salary for Step 15 qualifications
Step 12	51,550	Maximum salary — no formal post-secondary diploma, certificate or degree — Maximum starting salary for Step 16 qualifications
Step 13	53,342	Maximum salary — 1 year post-secondary certificate
Step 14	55,132	Maximum salary — 2 year CAAT Diploma or certified Journeyman*
Step 15	56,924	Maximum salary — 3 year CAAT diploma or General Pass University Degree or certified Journeyman* holding equivalent qualifications**
Step 16	58,710	Maximum salary — 4 year Canadian University Degree or more; C.G.A; P.Eng; C.A.; or C.M.A. (formerly R.I.A.); In-service Teacher Training Program Certificate

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

\*"Journeyman" to be replaced with appropriate term when Apprenticeship Act is amended.

\*\*Step 15 equivalent qualifications for a certified Journeyman\* or someone treated as such, shall mean the successful completion of five full year CAAT courses at the technologist level of which two are directly related to the individual's area of expertise, or the equivalent. The course of study leading to equivalent Step 15 qualifications for certified Journeymen\*, or someone treated as such, shall be approved in advance by the College.

**(b) Instructors**

Minimum	\$25,665	
Step 1	27,459	
Step 2	29,248	
Step 3	31,038	
Step 4	32,830	
Step 5	34,621	Control point of range
Step 6	36,410	
Step 7	38,202	Maximum starting salary
Step 8	39,993	
Step 9	41,784	
Step 10	43,574	

(c) Annual increments to the control point are based upon experience, at the rate of one step for each completed year on-the-job experience. Above the control point, but not beyond the maximum, one step will be granted where performance in the past year was satisfactory. For the purposes of this paragraph the following shall be considered as on-the-job experience: leave for union activities, paid leave of absence, secondment.

**GUIDELINES**

1. A Professor or Counsellor being paid a salary rate in excess of Step 16 on August 31, 1989, pursuant to Section 2(f) of the guidelines attached to the previous Agreement, dated the 17th day of September 1975, will have their salary increased effective as of September 1, 1989 and September 1, 1990 so that their new salary rates will exceed Step 16 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 Professors will not be reclassified as Instructors, except through the application of Article 8, Seniority.

3. For Professors and Counsellors and Librarians the applicable maximum is the Step on the scale reflecting their individual qualifications. For Instructors, 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 the employee's maximum, in which case the higher rate will prevail for the term of this Agreement.

**4. Joint Educational Qualifications Subcommittee**

The parties agree to the establishment of a Joint Educational Qualifications Subcommittee to consider and rule on further formal educational qualifications for the purpose of maximum salary level

identification under the salary scale. Such Committee shall be composed of three (3) representatives of the Union and the 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.

#### **5. Allowances — Professors**

(a) 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.

(b) Coordinator Allowance — Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the Academic Manager who assigns their specific duties. It is understood that coordinators do not have responsibility for the disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.

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.

### **APPENDIX II PARTIAL-LOAD EMPLOYEES**

1. (a) As referred to in Article 3.03 (2) of the Agreement, a partial-load employee is defined as a teacher who teaches more than six (6) and up to and including twelve (12) 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 Workers' Compensation and Liability insurance) but shall be paid for the performance of each teaching hour at an hourly rate calculated as follows:

Equivalent grid salary \*

---

52 weeks X 18 or 20 TCH as appropriate

"Equivalent grid salary" means the annual salary for a Professor or Instructor, as appropriate, calculated in accordance with the appropriate qualifications and experience under Appendix I.

\*It is understood that some variation of this formula will be required to take into account the results of the deliberations of the task force and/or arbitration board concerning the "post-secondary/non-post-secondary" issue, referred to in a letter of understanding attached to this Agreement on page 90.

2. It is agreed that Article 8 has no application to partial-load teachers except as referred to in Article 8.05 (d), (e), (f), Article 8.07 (a), Article 8.08 (b) and Article 8.15 (b). Such partial-load teachers may be released upon thirty (30) days' written notice and shall resign by giving thirty (30) days' written notice.

3. For the purpose of determining the service of a partial-load teacher under Article 8.05 (d), (e), (f) and 8.08 (b) and for the purpose of determining progression through the grid 10 months of on-the-job experience will entitle the employee to one year of service and to progress one step on the grid.

On-the-job experience will be calculated as follows: A partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of one-half (1/2) month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of one-half (1/2) month's credit for each calendar month in which the employee teaches thirty (30) hours or more.

4. A partial-load employee who completes twelve (12) months of employment with the College will be entitled to four percent (4%) of earnings in lieu of vacation for work performed as a partial-load employee after September 1, 1981.

5. A partial-load employee shall pay dues in accordance with Article 12.

6. The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions subject to such operational requirements as the quality of the programs, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.

### **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, such an employee shall be considered as having completed the first year of the 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.

(d) If the College continues a full-time position beyond one (1) full academic year of staffing the position with sessional appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.

2. The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

The College will not abuse the usage of sessional appointments by combining sessional with partial-load service and thereby maintaining an employment relationship with the College in order to circumvent the completion of the minimum twelve (12) months sessional employment in a twenty-four (24) month period.

A person assigned to replace a full-time regular employee for up to fourteen (14) working days for unplanned absences in any month shall not have such period (s) considered as sessional employment for the purpose of the computation of the twelve (12) months sessional employment. During such periods such a person shall be paid as if partial-load and within the range of partial-load hourly rates as set out in Appendix II hereof.

Other matters concerning the use of sessional appointments may be referred to the E.E.R.C. which shall deal with these matters as priority items.

#### **APPENDIX IV PART-TIME SERVICE**

In the administration of Articles 8.05 (e), 8.05 (h) and 8.08 (b) and for that purpose only, a part-time employee shall be considered to have service based on one-quarter (1/4) month's credit respectively for each full month of employment with the College.

#### **APPENDIX V DENTAL PLAN**

- Coverage will be provided for all eligible academic employees for a dental plan providing features comparable to the Blue Cross #7 Dental Plan with Rider #1 and Rider #2 based on the ODA schedule for the immediately preceding year.
- 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.
- Coverage for endodontic, periodontal, surgical and adjunctive services listed in Schedule B attached.
- Coverage for prosthodontic procedures listed in Schedule C attached effective July 1, 1985.
- Benefits limited to a maximum of \$1,000 per annum for each beneficiary with no deductible.
- Coverage for orthodontia procedures listed in Schedule D attached, with \$1,000.00 lifetime maximum per person covered regardless of age and fifty percent (50%) co-insurance, effective May 1, 1988.
- Coverage to include employee, spouse and dependent children to age 21.
- 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.

**Schedule A  
COVERED DENTAL SERVICES**

**Diagnostic Services**

	<b>Procedure Codes (Inclusive)</b>
<b>Physical Oral Examination</b>	
Complete Oral Examination	01110-01400
Periapical 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

**Preventive Services**

Dental Prophylaxis	11100-11300
Fluoride Treatment	112400
Other Preventive Services	13100-13510
Space Maintainers	15100-15110
	15120-15400

**Restorative Services**

Amalgam Restorations	21101-21225
Retentive Pins	21301-21305
Composite Restorations	22101-22102
Resin or Composite Restorations	23101-23223
Coverage Restorations	21401-21413
Other Restorative Services	27130,27500 and 29800

**Schedule B  
COVERED DENTAL SERVICES**

**Endodontic Services**

	<b>Procedure Codes (Inclusive)</b>
Crown Capping	31100-31110
Roototomy	32201-32211
Root Canal Therapy	33100-33420
Extraction	33501-33514
Apical Services	34101-34212
Root Amputation	34401-34402
Other Endodontic Procedures	39100-39120
Periapical Extraction	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

## **Schedule C COVERED DENTAL SERVICES**

### **Prosthodontic Procedures**

	<b>Procedure Codes (Inclusive)</b>
Complete Maxillary Denture (once every 3 years)	51100
Complete Mandibular Denture (once every 3 years)	51110
Complete Maxillary and Mandibular Dentures (once every 3 years)	51120, 51300, 51310, 51320, 51600, 51610 and 51620

Removable Partial Dentures  
(once every 3 years)

52120-52121  
52220-52221  
52230-52231  
52320-52321  
52400,52410,  
52500,52510,  
52520,52525,  
52530-52531  
52535,52600,  
52610,52620,  
52630  
and 52800

Denture Adjustments

54250  
and 54300-54302

Denture Repairs

55101-55104  
55201-55204  
55520,55530,  
and 55700

Denture Rebasing, Relining

56200-56201  
56210-56211  
56220-56221  
56230-56231  
56260-56265  
56270-56273

## **Schedule D COVERED DENTAL SERVICES**

### **Diagnostic Services**

Orthodontic Cast

**Procedure  
Codes (Inclusive)**  
04530

### **Preventative Services**

Space Maintainers

15100-15110  
15111-15120  
15200-15210  
15300-15310  
15400-15500  
and 15600

### **Observation and Adjustment**

Observation

80610

Observation and Adjustment

80620

Repairs	80630
Alterations	80640
Re-Cementations	80650
Separation	80700

### **Orthodontic Appliances**

Removable	81105-81106 81110-81111 81115-81116 81120-81125 81126-81130 81131-81140 81201-81214 (inclusive)
Fixed-Bilateral	81251-81252 81216
Fixed-Unilateral	82050-82101 82102-82201 82202
Appliances to Control Harmful Habits	82300
Myofunctional Therapy	83111-83112
Retention Appliances	

## **APPENDIX VI JOINT INSURANCE COMMITTEE**

### **(1) Name of Committee**

The Committee shall be referred to as the Joint Insurance Committee (Academic Staff).

### **(2) Purpose of the Committee**

The purpose of this Committee is to facilitate communication between the Council of Regents and OPSEU on the subject of group insurance applicable to the Academic Staff Bargaining Unit, including Basic Life, Supplementary Life Insurance, Extended Health Insurance, Long Term Disability Insurance, the Dental Plan and such other negotiated benefits that may, from time to time, be included in the group insurance plan.

Nothing herein shall prevent this Committee from meeting jointly with any comparable committee, if established, concerning the Support Staff Bargaining Unit should it be mutually agreed between this Committee and such other Committee.

It is understood that the group insurance benefits to be provided to employees and the cost sharing arrangements shall be as set out in the applicable Collective Agreement and the matters for consideration by this Committee shall be only as set out in these terms of reference.

### **(3) Composition of the Committee**

The Committee shall be composed of an equal number of representatives from the Council and OPSEU with not more than 8 representatives in total. At meetings of the Committee each party may be accompanied by up to 2 resource persons to provide actuarial or other technical advice. Additionally, when necessary, representatives of insurance carriers shall attend meetings to provide information but shall not act as resource persons for either party.

### **(4) Duties of Committee**

The duties of the Committee shall consist of the following:

- (a) development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);
- (b) consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (c) recommendation to the Council of Regents on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (d) consideration and recommendation to the Council of Regents on the renewal of existing contracts of insurance upon expiry;
- (e) review of the financial reports on the Group Insurance Plan; and
- (f) review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

### **(5) Specifications for Public Tender**

When specifications for public tender are required to obtain the services of an insurance carrier, the duties of the Committee shall be as follows:

- (a) develop and recommend specifications for tender;
- (b) consider and examine all tenders submitted in response to the specifications;
- (c) make a recommendation to the Council of Regents with respect to the selection of a carrier(s).

The specifications for tender will describe the benefits to be provided, the cost sharing arrangements, the past financial and experience history, the appropriate employee data, the format for the

retention, illustrations for each coverage, the financial reporting requirements, and other parameters as appropriate. The tendering process will be conducted through the Ontario Government's Public Tenders Office. Tenders shall be entertained from any insurance carrier and such carrier may act solely on its own behalf or may arrange reinsurance as may be necessary.

The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

#### **(6) Policy Renewals**

Following receipt of an existing insurance carrier's proposal for renewal of an insurance contract, the Committee shall:

- (a) examine and analyze the proposal, assessing the completeness, fairness and validity of the proposal;
- (b) assess the funding methods employed in the insurance policy;
- (c) assess and monitor the deposit accounts;
- (d) suggest and discuss alternative proposals and funding methods with the carrier; and
- (e) make recommendations to the Council of Regents with respect to acceptance of the carrier's renewal proposals, funding methods and deposit account administration.

The basis for recommendations for renewal will take into account the level of service provided by the carrier and the expected long term net cost of the benefits.

#### **(7) Experience Review**

The Committee will also meet as required to review the financial experience under the plans. The specifications for tender will describe the information to be included in the financial statements to be prepared by the insurance carrier(s).

These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The Committee shall request the insurance carrier(s) to provide such additional information as may be necessary.

#### **(8) Recommendations**

If the Committee fails to agree on the recommendation to the



ncil of Regents that is contemplated by these Terms of Reference, members of the said Committee nominated by the Council and SEU may each make a recommendation in writing to the Council of Regents, supported by reasons for their respective recommendations.

It is understood that the Council of Regents at all times retains the right to select whatever carrier(s) to underwrite the group insurance plan(s) it may consider in the best interest of the employees and Regents and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Committee.

## **APPENDIX VII**

### **SENIORITY CALCULATION AND PREDECESSOR INSTITUTIONS**

#### **PART I — SENIORITY CALCULATION**

1. The following provisions shall govern the calculation of seniority for full-time employees whose service includes some work performed during certain periods, as follows:

(a) effective September 1, 1976, seniority shall include the period of twenty-four (24) full months of non-continuous employment periods of at least one (1) full month each) in a forty-eight (48) calendar month period, for those who completed a probationary period on that basis since that date. 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 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 provision;

(b) for the purpose of clause (a), 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) for the purpose of clauses (a) and (b), effective September 1, 1981, if an employee completes less than fifteen (15) days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, equal fifteen (15) days worked an additional full month shall be considered to be completed.

## **PART II — PREDECESSOR INSTITUTIONS**

### **(a) Institutes of Technology**

- 1) Eastern Ontario Institute of Technology (E.O.I.T.) located in Ottawa
- 2) Western Ontario Institute of Technology (W.O.I.T.) located in Windsor
- 3) Northern Ontario Institute of Technology (N.O.I.T.) located in Kirkland Lake and Haileybury (Haileybury School of Mines)
- 4) Hamilton Institute of Technology (H.I.T.) located in Hamilton

### **(b) Ontario Vocational Centres**

- 5) Sault Ste. Marie, Ontario Vocational Centre
- 6) London, Ontario Vocational Centre
- 7) Ottawa, Ontario Vocational Centre

### **(c) Other Institutes of Trade**

- 8) The Provincial Institute of Trades located in Toronto (now Kensington Campus of George Brown College)
- 9) The Provincial Institute of Trades and Occupations located in Toronto (now Casa Loma Campus of George Brown College)
- 10) The Provincial Institute of Automotive and Allied Trades — located at Bay and Wellesley Streets in Toronto (functions absorbed into Centennial College without retaining location)

### **(d) Schools of Nursing**

- 11) The Nightingale School of Nursing located in Toronto (now Nightingale Campus of George Brown College)

# **APPENDIX VIII STANDARD WORKLOAD FORM**

College \_\_\_\_\_ Dept. \_\_\_\_\_

Teacher \_\_\_\_\_ Probationary ( ) Yes ( ) No

Full-Time/( ) Partial Load/( ) Part-Time/( ) Sessional

Coordinator: ( ) Step I/( ) Step II/( ) not applicable

Period covered by S.W.F. From \_\_\_\_\_ To \_\_\_\_\_

Course / Subject Identification	Assigned Teaching Contact Hours	Language(s) of Instruction	Preparation				Evaluation Feedback				Complementary Hours Allowance	Complementary Hours Assigned
			Type	Factor	Attrib'd. Hours	Additional Attrib'd. Hours	Class Size	Type	Factor	Attrib'd. Hours		
References to Collective Agreement	4.01 (2)&(3)	4.01 (4)	4.01 (4)	4.01 (4)	4.01 (4)	4.01 (4)	4.01 (5)	4.01 (5)	4.01 (5)	4.01 (5)	4.01 (6)	4.01 (4)&(6)&(7)
Weekly Totals												

Preparation Hours / Subject = Factor × Teaching Contact Hours  
 Evaluation Feedback Hours / Subject =  
 Factor × Class Size × Teaching Contact Hours

Number of different course preparations	
Number of different sections	
Number of languages of instruction	

## Summary of Weekly Totals

Assigned Teaching Contact Hours / week	
Preparation Hours / week	
Evaluation Feedback Hours / week	
Complementary Hours (allowance) / week (Minimum 5)	
Complementary Hours (assigned) / week	
Total this period S.W.F.	

## Accumulated Totals to S.W.F. Period End Date

	Teaching Contact Hours.	Contact Days	Teaching Weeks
Balance from previous S.W.F.			
Total this period S.W.F.			
Total to end date			

## Complementary Functions for Academic Year

Description	Weekly Attributed Hours
Total:	

Dates of Discussion of Proposed Workload: \_\_\_\_\_

Date S.W.F. Received by Faculty Member: \_\_\_\_\_

Supervisor's Comments: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Faculty Member's Comments: \_\_\_\_\_

NOTE: If not in agreement with the total workload, the Faculty Member must so indicate in writing within three (3) days from the date of receipt of the S.W.F. and return a copy to the Supervisor.

Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- ☐ Mutual Agreement of Assigned Workload
- ☐ Proposed Workload referred to College Workload Monitoring Group
- ☐ Proposed Workload referred to Workload Resolution Arbitrator

#### Voluntary Overtime Agreement

In accordance with Article 4.01 (10) (b) overtime will be compensated at the rate of 0.1% of annual salary.

I hereby agree to one (1) Teaching Contact Hour or \_\_\_\_\_ Workload Hour(s).

Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## LETTERS OF UNDERSTANDING

The following Letters of Understanding, negotiated by the parties and renewed during the most recent round of bargaining, are reproduced for information purposes.

Council of Regents  
for Colleges of  
Applied Arts and  
Technology

10th Floor  
790 Bay Street  
Toronto, Ontario  
M5G 1N8

November 28, 1989

### Re: Cumulative Sick Leave Plans

This will serve to confirm the advice given in negotiations by the Colleges' Negotiating Committee that the Colleges will continue the Sick Leave Plans as in operation on August 31, 1973, until March 31, 1991.

This will also confirm the agreement of the parties that the right of employees hired before April 1, 1991, to be paid a lump sum gratuity on retirement, termination of employment or layoff will be protected and will be maintained in perpetuity, and any amendment to the right of such employees to the gratuity shall be subject to ratification by majority vote of such employees.

J. Clancy  
President  
Ontario Public Service  
Employees Union

C.E. Pascal  
Chair  
Ontario Council  
of Regents

Council of Regents  
for Colleges of  
Applied Arts and  
Technology

10th Floor  
790 Bay Street  
Toronto, Ontario  
M5G 1N8

November 28, 1989

Re: Sick Leave Credit Transfers

This is to confirm the understanding reached at negotiations that an employee hired by a College of Applied Arts and Technology without a break in service from a previous College of Applied Arts and Technology will have college earned sick leave credits recognized by the employing college at the employee's option. However, the vesting period for gratuity purposes will not be transferable and will recommence with the date of employment at the hiring college.

Subject to the provisions of the pension plans, if re-employment takes place within 18 months the pension plan will continue for affected employees, if a refund has not been paid. However, if a refund has been paid, the employee may take advantage of the "prior service option".

Clancy  
President  
Ontario Public Service  
Employees Union

C.E. Pascal  
Chair  
Ontario Council  
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M5G 1N8

November 28, 1989

Re: Displacement of Part-Time Employees

This will confirm the advice given in negotiations that it is the Colleges' intention that failing placement of a full-time employee who has completed the probationary period under Paragraph (d) of Article 8.05, the College will give reasonable consideration to the written request of a full-time employee about to be laid off to continue a full-time assignment by displacing two or more part-time employees and the employee shall set out:

(a) the names of such part-time employees, each of whom, have lesser continuous service with the College.

Upon receipt of such written request, the College will consider the feasibility thereof taking into account such features as:

(b) possible reduction in efficiency, quality of performance or adverse effect upon the program objectives; and

(c) the competence, skill and experience to fulfill the requirements of the positions concerned.

J. Clancy  
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November 28, 1989

Re: Standard Workload Form (S.W.F.)

This is to confirm that during a previous round of negotiations a Standard Workload Form was designed and issued (attached as appendix VIII). This form will be used within all Colleges in the assignment of teacher workloads. It is understood that this form may require revision by the EERC after the form has been used.

J. Clancy  
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November 28, 1989

Re: Post-Secondary/Non-Post-Secondary Designation

The parties agree on the principle that the current distinctions in weekly teaching contact hours and teaching weeks per year based on the designation as "post-secondary" and "non-post-secondary" should be replaced. Variations in workload should be based on differences in preparation, evaluation, and modes of instruction. A task force to discuss methods to implement this principle and these concepts shall consist of an equal number of persons (not to exceed five (5) appointed by each party) designated respectively by the Union and the Council of Regents. The task force shall begin its work within thirty (30) days from the date of signing, and shall complete its work by March 1, 1989. The parties agree to establish a single research secretariat that will generate data as required and provide a research capacity to support the task force's deliberations. The task force's recommendations shall be implemented effective September 1, 1989 and may include such factors as a common teaching contact limit of eighteen (18) teaching contact hours per week and thirty-six (36) teaching weeks per year, with the provision to exceed the eighteen (18) hour maximum where the type of teaching has low preparation and evaluation values.

If the task force is unable to make recommendations to finally resolve this issue by April 1, 1989, the parties agree to a one-time arbitration to do so.

If such arbitration is required, each party shall appoint its nominee to the arbitration board by May 1, 1989 and within thirty (30) days thereafter they shall agree on a chair. In default of any appointment to the board within the time as stipulated, the appointment may be made by the College Relations Commission. The fees and expenses of the chair shall be divided between the parties, and each party shall pay the fees and expenses of its nominee.

The jurisdiction of the board shall be limited to:

- A) maintaining the then status quo; or
- B) effecting a reduction in the teaching contact hours for teachers not in post-secondary programs by two (2) hours per week and two (2) weeks per year and, if the board considers it appropriate, effecting a redistribution of work by the following means:

(i) effecting an increase of up to two (2) teaching contact hours per week for teachers whose teaching has low preparation and evaluation factors.

(ii) determining the total workload hours which would permit the additional teaching contact hours per week.

(iii) allowing the types of instruction with low actual preparation time to be assigned to the lower values of 4.01(4)(a).

If the board makes a determination pursuant to the above, it shall be guided by the principles that, it is not the intention of the parties to effect a system-wide increase or decrease in total workload and that it is the intention of the parties that the current distinctions in weekly teaching contact hours and teaching weeks per year based on the designation as "post-secondary" and "non-post-secondary" should be replaced.

The determination or determinations of the board shall be implemented effective the first day of the semester commencing after the release of the award of the board, provided that the SWF's for that semester have not been issued. If they have been issued, the determination or determinations shall be implemented effective the first day of the following semester.

J. Clancy  
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November 28, 1989

Re: Access to the Salary Scale Maximum

The parties reaffirm their on-going commitment to the quality of teaching in the CAAT system. The parties have agreed to the establishment of an In-Service Teacher Training Certificate Program in a modularized format which provides accessibility to the employees at each college. The program is being offered by Confederation College as host institution, and an agreement has been entered into by the Council, OPSEU and the host institution in that regard.

The objectives, curriculum delivery and length of the program will be developed by the task force (established under the previous Collective Agreement), and shall have regard for the accrued experience of CAAT teachers including teacher training courses and programs completed.

Employees who have fifteen (15) years or more of service and whose maximum Step is currently below Step 16 and who enroll and participate in the program shall receive (once only) an immediate one (1) step salary progression, to a maximum of Step 16, and shall maintain that Step upon maintaining satisfactory performance in the program.

Employees who successfully complete the program shall be entitled to progress to Step 16.

J. Clancy  
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November 28, 1989

Re: Article 4.08

The parties agree that the use of the word "recorded" in Article 4.08 is intended to permit normal administrative correspondence rather than being used in its technical collective agreement sense.

J. Clancy  
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November 28, 1989

Re: Employment Equity

The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:

- a. At the local level, the parties will work together to facilitate:
  - the implementation of employment systems, policies and practices that are non-discriminatory in nature and effect; and
  - the attainment of appropriate representation of targeted groups identified by the Province of Ontario.
- b. At the provincial level, the parties will work together to ensure that all provisions of the Collective Agreement are non-discriminatory in nature and effect.
- c. At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified by the Province of Ontario as targeted groups in the day-to-day administration of the Collective Agreement. This could include, but not be limited to, the administration of Articles 4, 11, 14, 15, Guideline 4 and Appendix VI.

The targeted groups referred to above are considered to be, for the purpose of this letter:

- women
- visible and ethnic minorities
- disabled persons
- native persons
- Francophones

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November 28, 1989

Re: French Language College

The parties recognize that the creation of a French Language College in Eastern Ontario is a unique circumstance, requiring some special treatment in these negotiations.

The parties subscribe to the following principles and guidelines affecting the transfer of academic employees from Algonquin and St. Lawrence to La Cité collégiale, where programs, services and/or departments, in whole or in part, are transferred. The parties also agree to the establishment of mechanisms described in this letter to facilitate the process.

a) The parties agree that the following shall govern the transfer of these employees, where programs, services or departments, in whole or in part, are transferred:

i) employees who transfer to La Cité collégiale from Algonquin or St. Lawrence, or vice versa, pursuant to clauses (a) (ii), (iii), (iv), (v), and (vi), shall have continuous service recognized for all purposes under the Collective Agreement as if such service had been at the College to which the employee transfers; this shall include, but not be restricted to, seniority, placement on the salary grid, completion of probation, sick leave protection, vacation entitlement and any qualifying periods for benefits;

ii) where all, or substantially all, of the work that would otherwise be assigned to a full-time employee is transferred to La Cité collégiale, the employee shall have the right to elect to transfer to La Cité collégiale in the same classification. The employee will be notified in writing of the pending work transfer and will be required to indicate such election within thirty days;

iii) if the employee does not elect to accept the initial offer of transfer, the employee shall have the right to elect to transfer to La Cité collégiale until September 1, 1992, provided there is a vacant position in the bargaining unit for which the employee has the competence, skill and experience to fulfill the requirements of the position;

iv) where part of the work that would otherwise be assigned to a full-time employee is transferred to La Cité collégiale, the employee shall have the right to elect to transfer to La Cité collégiale until September 1, 1992, provided there is a vacant position in the bargain-

ing unit that is not filled under (iii) above, and provided the employee has the competence, skill, and experience to fulfill the requirements of the position;

v) where none of the work assigned to a full-time employee is transferred to La Cité collégiale, and where such employee applies for a vacancy in the bargaining unit at La Cité collégiale until September 1, 1992, such employee shall be given preference, provided the vacancy is not filled internally or under (iii) or (iv) above, and provided the employee has the competence, skill, and experience to fulfill the requirements of the position;

vi) where a full-time employee has transferred to La Cité collégiale from Algonquin or St. Lawrence, such an employee shall have the right to fill a vacancy in the bargaining unit at the College from which the employee was transferred until September 1, 1992, provided the vacancy is not filled internally and provided the employee has the competence, skill and experience to fulfill the requirements of the position;

vii) in the event of any conflict between or among employees as a consequence of the implementation of the provisions of clauses (ii), (iii), (iv) and (vi), seniority, as defined under Article 8, shall prevail;

viii) in order to facilitate the transition of faculty from Algonquin and St. Lawrence into La Cité collégiale, an employee who transfers to La Cité collégiale under the provisions of this letter and whose work location is more than eighty (80) kilometres distant from the employee's previous work location shall be reimbursed (once only) for necessary expenses incurred in transporting the employee's household furniture and effects to a residence near such new work location up to a maximum amount of \$1,000.00.

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 one (1) year of the transfer.

b) The parties will strive to achieve the following:

i) there should be no lay-offs as a result of the transfer of programs, services or departments;

ii) employees whose work is transferred in whole or in part to La Cité collégiale, and who do not elect to transfer to La Cité collégiale, should be reassigned within their College to positions for which they have the competence, skill and experience.

c) i) On or before November 1, 1989, two (2) task forces will be established, one to address transfer from Algonquin to La Cité collégiale and the second to address transfer from St. Lawrence to La



Cité collégiale. Each task force shall consist of four (4) representatives, as follows:

- a) one (1) representative appointed by OPSEU, Local 415 or Local 417 as appropriate;
- b) one (1) administrative representative appointed by St. Lawrence or Algonquin as appropriate;
- c) one (1) representative appointed by OPSEU to act on its behalf at La Cité collégiale;
- d) one (1) administrative representative appointed by La Cité collégiale.

ii) The functions of the task force shall be to make recommendations within the requirements of the Agreement, and the principles and guidelines as specified within this Letter of Understanding:

- a) to facilitate the movement of employees from Algonquin and St. Lawrence to La Cité collégiale;
- b) to facilitate the reassignment of employees who have elected not to transfer to La Cité collégiale.

J. Clancy  
President  
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Employees Union

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M5G 1N8

November 28, 1989

Re: Transfer of Employees to La Cité collégiale

This will reaffirm our commitment to facilitate the transfer of employees in both bargaining units to La Cité collégiale. In particular, we will make every effort to ensure that no employee will be laid off as a direct result of the creation of La Cité collégiale.

Phil Killeen  
President  
Algonquin

Bill Cruden  
President  
St. Lawrence

Andrée Lortie  
President  
La Cité collégiale

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November 28, 1989

Re: Wages and Benefits

This will confirm the intention of the parties to strike a task force on academic wages and benefits, which will, during the term of the Agreement:

- (a) develop a broad framework of indicators and parameters to assist the parties in salary discussions, which take into consideration;
  - (i) wages and benefits of other educators, including secondary schools and universities;
  - (ii) wages and benefits of private sector trainers;
  - (iii) wages and benefits of other public sector trainers;
  - (iv) the employment sources/categories from which College teachers come;
  - (v) other benchmark categories agreed to by the parties;
- (b) develop a data base to support (a);
- (c) develop a system to maintain and update (b).

The task force shall consist of two (2) nominees appointed by each party, and an independent chair to be agreed upon or selected by Martin Teplitsky, and they shall determine procedure. The parties further agree to publish the results of the study. The fees and expenses of the independent chair shall be shared equally between the parties.

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M5G 1N8

November 28, 1989

Re: Sick Leave Credits — Buyout

This will confirm the following arrangements:

(a) effective April 1, 1991, the Colleges will make available the sum of \$5,000,000 to commence a voluntary program to buy out the sick leave credits of employees hired before April 1, 1991;

(b) it is the intention of the parties that an equivalent sum (or such other amount as the parties agree on) will be made available in each year thereafter for the same purpose;

(c) employees who qualify to have their credits purchased will have them cashed out in full, at the rate of 75 cents on the dollar, on the amount that would otherwise be payable on separation from employment (based on the entitlement as of the date of cash-out) under the terms of the pre-existing Cumulative Sick Leave Plans. A person who so cashes out his or her credits shall not thereafter be entitled to any further gratuity on separation from employment, but shall continue to accumulate credits for sick leave purposes;

(d) on the effective date of the Agreement, a task force shall be established consisting of two (2) persons appointed by each party, who will investigate:

(i) methods of determining eligibility for allocating the available funds for buyout purposes, on the basis of system-wide seniority or College seniority, or on some other basis;

(ii) tax implications;

(iii) potential alternative uses of available credits;

(e) the task force shall complete its task by December 31, 1990. Any matter within its jurisdiction on which the task force is unable to agree by that date shall be resolved by a sole arbitrator agreed to by the parties or, in default of agreement, appointed by Martin Teplitsky. The arbitrator shall adopt the most expeditious procedure possible, and shall issue a decision before April 1, 1991. His or her award shall be effective April 1, 1991. The fees and expenses of the arbitrator shall be shared equally between the parties.

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November 28, 1989

Re: Short-Term Disability Plan — St. Lawrence College

This will confirm the entitlement of full-time members of the bargaining unit who are employed at St. Lawrence College as of March 31, 1991:

(a) each full-time employee shall have the right to elect, in writing, on or before March 31, 1991, to remain covered by the terms of the pre-existing short-term disability plan affecting academic employees at St. Lawrence College or to be covered by the terms of the new Academic Short-Term Disability Plan, effective April 1, 1991. In default of such election, an employee shall be deemed to have elected to be covered by the new Academic Short-Term Disability Plan, effective April 1, 1991.

(b) if such an employee elects, or is deemed to have elected, to be covered by the new Academic Short-Term Disability Plan, he or she shall be credited with thirty (30) days' credits on April 1, 1991, and shall thereafter be covered by the terms of the new Academic Short-Term Disability Plan, and such an employee shall continue to be governed by the terms of 21.01(7).

(c) a full-time employee at St. Lawrence College who transfers to La Cité collégiale before March 31, 1991, shall remain covered by the short-term disability plan affecting academic employees at St. Lawrence College until March 31, 1991, and shall have the rights referred to in (a) and (b) above.

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November 28, 1989

Re: Teplitsky Award

The parties understand that, in addition to the specific contract language incorporated in this Agreement as awarded in the Teplitsky Award dated November 28, 1989 and the Supplementary Award dated December 7, 1989, there are portions of the Awards that specifically amend some provisions of this Agreement, and that the parties are bound by those portions of the Awards.

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November 28, 1989

Re: Restructuring of Agreement

This will confirm that the parties have agreed that it is desirable to restructure and/or renumber the Collective Agreement, in a manner similar to that which was done in connection with the Support Staff Agreement some time ago. This task is referred to the EERC, in the hope that the task can be completed during the term of the Agreement, and recommendations to the parties can be made before the next round of bargaining.

The parties recognize that it is not the intention, through this process, to change the substantive content of the Agreement.

J. Clancy  
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November 28, 1989

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after ratification, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums and the change in the benefit level will be retroactive to September 1, 1989, notwithstanding Article 30.01.

J. Clancy  
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**COLLEGES OF APPLIED ARTS  
AND TECHNOLOGY**

**JOB CLASSIFICATION  
PLANS FOR POSITIONS  
IN THE ACADEMIC  
BARGAINING UNIT**

**(To be used in determining salaries for  
Professors and Instructors and  
Counsellors and Librarians)**

## SECTION I

# CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS

## **FACTORS**

### **1. Appointment Factors**

#### **A) Experience: Relevant Teaching/Relevant Occupational**

Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should be totalled only if it forms part of a regular program of development such as a co-operative educational program.

Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.

Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.

The values to be given for experience are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: 1/2 point per year

#### **B) Relevant Formal Qualifications**

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest

qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate — per year (level) completed: 1½ points  
(Maximum of 4 years)

- University Degree — per year (level) completed: 1½ points  
(Maximum of 6 years)

- Formal integrated work/study program such as P.Eng., C.A., C.G.A., C.M.A. (formerly R.I.A.), Certified Journeyman\* — per year (level) completed: 1½ points  
(Maximum of 5 years)

(Note that years included herein are not also to be included under Factor A)

\*"Journeyman" to be replaced with appropriate term when the Apprenticeship Act is amended.

## COMPUTING INITIAL PLACEMENT

i) The minimum qualifications requirement is a count of 8 points based upon the appointment factors. Since this is the minimum requirement, a total of 8 points corresponds to the minimum rate. (This is not intended to preclude a college from hiring an individual whose qualifications and experience total less than 8 points. In such cases, however, the individual would be hired at the minimum of the scale.)

ii) Computation of the initial salary is, therefore,  $A + B - 8$ . The product is rounded to the next higher number, e.g.

$$A = 5 \text{ points}$$

$$B = 4\frac{1}{2} \text{ points}$$

$$A + B = 9\frac{1}{2} \text{ points}$$

$$9\frac{1}{2} - 8 = 1\frac{1}{2} = 2$$

• The starting position is the corresponding step (Step 2) on the scale.

iii) No individual will have a starting salary of less than the minimum on the salary scale. Nor will an individual's maximum starting salary exceed the specified maximum starting salary on the scale.

## 2. Progression Factors

(Annual increments to the appropriate control point of the salary scale are based upon experience. Beyond that point, performance constitutes the basis of progression.)

## Step Value

- A) **Experience** — to control point  
1 step per year
- B) **Performance** — above control point where performance satisfactory  
1 step per year
- C) **Further Formal Education** — where prior approval given by the college  
1 step for each completed year at the post-secondary level — on the basis of the explanatory notes set out in Section B of the Appointment Factors on pages 107-108.  
Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years.

### Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to three additional steps on appointment provided the resultant rate does not place the individual above the maximum starting rate for that person's level of formal education.

## SECTION II

# CLASSIFICATION PLAN FOR INSTRUCTORS

## **FACTORS**

### **1. Appointment Factors**

#### **A) Experience: Relevant Teaching/Relevant Occupational**

Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who has spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should only be totalled if it forms part of a regular program of development such as a co-operative educational program.

Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.

Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.

The values to be given for experience are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: 1/2 point per year

#### **B) Relevant Formal Qualifications**

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used in computation unless the subject areas are

from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate — per year (level) completed: 1½ points  
(Maximum of 4 years)
- University Degree — per year (level) completed: 1½ points  
(Maximum of 6 years)
- Formal integrated work/study program such as P.Eng., C.A., C.G.A., C.M.A. (formerly R.I.A.), Certified Journeyman\* — per year (level) completed: 1½ points  
(Maximum of 5 years)  
(Note that years included herein are not also to be included under Factor A)

\*"Journeyman" to be replaced with appropriate term when the Apprenticeship Act is amended.

### COMPUTING INITIAL PLACEMENT

i) The minimum qualifications requirement is a count of 6 points based upon the appointment factors. Since this is the minimum requirement, a total of 6 points corresponds to the minimum rate. (This is not intended to preclude a college from hiring an individual whose qualifications and experience total less than 6 points. In such cases, however, the individual would be hired at the minimum of the scale.)

ii) Computation of the initial salary is, therefore,  $A + B - 6$ . The product is rounded to the next higher number, e.g.

$$A = 4\frac{1}{2} \text{ points}$$

$$B = 5 \text{ points}$$

$$A + B = 9\frac{1}{2} \text{ points}$$

$$9\frac{1}{2} - 6 = 3\frac{1}{2} = 4$$

The starting position is the corresponding step (Step 4) on the scale.

iii) No individual will have a starting salary of less than the minimum on the salary scale. Nor will an individual's maximum starting salary exceed the specified maximum starting salary on the scale.

### 2. Progression Factors

(Annual increments to the appropriate control point of the salary scale are based upon experience. Beyond that point, performance constitutes the basis of progression.)



## Step Value

- A) **Experience** — to control point  
1 step per year
- B) **Performance** — above control point where performance satisfactory  
1 step per year
- C) **Further Formal Education** — where prior approval given by the college  
1 step for each completed year at the post-secondary level — on the basis of the explanatory notes set out in Section B of the Appointment Factors on pages 111-112.  
Note: No credit will be given where to do so would reduce total progression time to the appropriate maximum to less than 4 years.

### Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to three additional steps on appointment provided the resultant rate does not place the individual above the maximum starting rate for that person's level of formal education.

# **CLASSIFICATION DEFINITIONS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT**

(To be used in conjunction with the Job  
Classification Plans for positions in the  
Academic Bargaining Unit.)

## **CLASS DEFINITION**

### **PROFESSOR**

Under the direction of the senior academic officer of the College or designate, a Professor is responsible for providing academic leadership and for developing an effective learning environment for students. This includes:

- a) The design/revision/updating of courses, including:
  - consulting with program and course directors and other faculty members, advisory committees, accrediting agencies, potential employers and students;
  - defining course objectives and evaluating and validating these objectives;
  - specifying or approving learning approaches, necessary resources, etc.;
  - developing individualized instruction and multi-media presentations where applicable;
  - selecting or approving textbooks and learning materials.

- b) The teaching of assigned courses, including:
  - ensuring student awareness of course objectives, approach and evaluation techniques;
  - carrying out regularly scheduled instruction;
  - tutoring and academic counselling of students;
  - providing a learning environment which makes effective use of available resources, work experience and field trips;
  - evaluating student progress/achievement and assuming responsibility for the overall assessment of the student's work within assigned courses.

- c) The provision of academic leadership, including:
  - providing guidance to Instructors relative to the Instructors' teaching assignments;
  - participating in the work of curriculum and other consultative committees as requested.

In addition, the Professor may, from time to time, be called upon to contribute to other areas ancillary to the role of Professor, such as student recruitment and selection, time-tabling, facility design, professional development, student employment, and control of supplies and equipment.

## **CLASS DEFINITION**

### **COUNSELLOR**

A Counsellor is responsible for assisting students and potential students to function effectively as learners and as individuals by

helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living. The Counsellor's duties include:

a) Developing and maintaining appropriate counselling programs.

b) Interviewing individuals, by appointment, to explore personal or social difficulties or vocational/educational decision making, including:

- referring students as appropriate to proper professional help;
- facilitating discussion/dialogue between students, faculty and administration;
- participating in pre-admission interviewing and testing as required.

c) Group counselling as a non-instructional activity.

d) Testing and evaluation of individuals to assist them in their personal, educational/vocational development.

e) Assisting administration, faculty and staff, in a consultative role in identifying student problems, dealing with student problems, and relationship problems among students.

f) Providing educational/vocational information to students or directing them to available sources.

g) Participating in the orientation of new students to the college.

h) Teaching as assigned.

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaison with community service programs and agencies, professional development and control of supplies and equipment.

## **CLASS DEFINITION**

### **INSTRUCTOR**

The Instructor classification applies to those teaching positions where the duties and responsibilities of the incumbent are limited to that portion of the total spectrum of academic activities related to the provision of instruction to assigned groups of students through prepared courses of instruction and according to prescribed instructional formats; and limited to instruction directed to the acquisition of a manipulative skill or technique; and under the direction of a professor. Notwithstanding such prescription, the Instructor is responsible for and has the freedom to provide a learning environment which makes effective use of the resources provided or identified, work experience, field trips, etc., and to select suitable learning materials from those

provided or identified to facilitate the attainment by the students of the educational objectives of the assigned courses.

The Instructor's duties and responsibilities include:

- ensuring student awareness of course objectives, instructional approach, and evaluation systems;
- carrying out regularly scheduled instruction according to the format prescribed for the course, including as appropriate, classroom, laboratory, shop, field, seminar, computer-assisted, individualized learning, and other instructional techniques;
- tutoring and academic counselling of students in the assigned groups;
- evaluating student progress/achievement, assuming responsibility for the overall assessment of the students' work within the assigned course, and maintaining records as required; consulting with the Professors responsible for the courses of instruction on the effectiveness of the instruction in attaining the stated program objectives.

In addition, the Instructor may, from time to time, be called upon to contribute to other activities ancillary to the provision of instruction, such as procurement and control of instructional supplies and maintenance and control of instructional equipment.

## **CLASS DEFINITION**

### **LIBRARIAN 1**

This class covers the positions of librarians who are responsible for one or a number of professional functions within the library where the size and/or complexity of such functions do not create a requirement for subordinate professional librarian staff. Examples of professional function(s) within the library are the development, implementation and control of bibliographic, cataloguing and classification systems, reference services, students' tutorial services, etc. They will normally be responsible for providing guidance to sub-professional support staff assigned to their areas of responsibility.

**OR**

Where the size and/or complexity of the professional function(s) create a need for working-level professional librarians, then librarians allocated to this class work in support of a more senior librarian or administrative official. They classify and catalogue a variety of difficult material, participate in re-classification and re-cataloguing projects, take part in book selection, etc. They carry out a variety of reference assignments, compile bibliographies, instruct users in reference methods and sources, etc. They generally assist

the administration of their area, carrying out various professional assignments as directed and assisting in the training of junior staff.

**Qualifications:**

1) Professional Librarian, e.g. B.L.S., M.L.S., or the equivalent in formal education and experience as determined by the College.

2) Ability to maintain effective working relationships with library staff and users.

**CLASS DEFINITION**

**LIBRARIAN 2**

This class covers the positions of experienced librarians who are responsible for one or a number of professional functions within the library where the size and/or complexity of such function(s) require the employment of other professional librarians.

Examples of professional functions are the development, implementation and control of bibliographic, cataloguing and classification systems, reference services, students' tutorial services, etc.

In some libraries the size and complexity of the professional functions may be such that all professional functions will be the responsibility of one Librarian 2. At the other extreme, the size and complexity of the professional functions may be such that there will be a requirement for a Librarian 2 in each. Hence, generally speaking, the larger the library, the greater the degree of professional specialization.

In all cases, these employees coordinate other professional and support staff assigned to work within their functions.

**Qualifications:**

1) Professional Librarian, e.g. B.L.S., M.L.S., or the equivalent in formal education and experience as determined by the college.

2) At least three years' experience as a Librarian 1 or equivalent as determined by the college.

3) Ability to coordinate staff as well as the ability to develop and maintain effective working relationships with library users and staff.

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