COLLECTIVE AGREEMENT

BETWEEN

ONTARIO COUNCIL OF REGENTS FOR COLLEGES OF APPLIED ARTS AND TECHNOLOGY

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (FOR ACADEMIC EMPLOYEES)

EFFECTIVE: FROM SEPTEMBER 1, 1985
TO AUGUST 31, 1987

ONTARIO COLLEGES OF APPLIED ARTS AND TECHNOLOGY

ACADEMIC EMPLOYEES

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Ontario Public Service Employees Union

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MEMORANDUM OF AGREEMENT, effective the 22nd day of May, 1986.

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 (including teachers of Physical Education), counsellors and librarians, all as more particularly set out in Appendix I hereto save and except Chairmen, Department Heads and Directors, persons above the rank of Chairman, Department Head or Director, persons covered by the Memorandum of Agreement with the Ontario Public Service Employees Union in the support staff bargaining unit, and other persons excluded by the legislation and teachers, counsellors and librarians employed on a part-time or sessional basis.

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

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

Article 2
RELATIONSHIP

2.01 The Colleges and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion

exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union or because of an employee's filing or not filing a grievance.

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 August 1975 and as set out in the "Guidelines for the Implementation of Salary Adjustments and the Classification Plans" and the application to certain present employees above the maximum scale shall continue as set out in the "Guidelines" attached hereto, which also sets out the terms of reference of the Joint Educational 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 Worker's Compensation and liability insurance) under this Memorandum and Appendix I but shall be paid for the performance of each teaching hour at an hourly rate within the range of hourly rates set out in Appendix II and in accordance with the other provisions of Appendix II.

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.

Article 4
WORKLOAD

NOTE: The provisions of Article 4, Instructional Assignments, Appendix X, remain in effect until August 31, 1986. On September 1, 1986 that article is replaced by Article 4, Workload, below.

4.01 (1) Effective September 1, 1986, 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 including nursing 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 students(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

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 behavioural 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.

(b) Where there are exceptional circumstances affecting workload which are not adequately reflected in this Article 4, additional hours shall be attributed, following discussion between the teacher and the supervisor, on an hour for hour basis.

(c) 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).

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

(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.

(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 (which shall be understood to include Nursing) 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.

(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.

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

(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.

(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.

(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.

(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.

(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.

(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 (1½) times the credit hours normally given for hours so assigned and attributed.

(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) 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 XI, 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) (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 discussion 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. However, the term of office of two (2) College appointees and two (2) Union appointees appointed in 1986 shall be until March 31, 1987. 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 until June 30, 1987 and thereafter 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 (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 The assigned hours of work for Librarians and Counsellors shall be thirty-five (35) hours per week.

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

4.06 During the 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.

Article 5
VACATIONS

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

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

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

5.02 (1) A librarian who has completed one (1) year's service with the College shall be entitled to a vacation of twenty-two (22)

working days as scheduled by the College and to an additional working day of vacation for each additional year of completed service up to an aggregate of thirty-two (32) working days. If a librarian, as a result of local practice at a College, has been receiving greater vacation benefits than as provided in the foregoing, such benefits shall continue for the duration of this Memorandum.

5.02 (2) A counsellor who has completed one (1) year's service with the College shall be entitled to a vacation of twenty-two (22) working days as scheduled by the College and to an additional working day of vacation for each additional year of completed service up to an aggregate of forty-two (42) working days. If a counsellor, as a result of local practice at a College, has been receiving greater vacation benefits than as provided in the foregoing, such benefits shall continue for the duration of this Memorandum.

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

Article 6
HOLIDAYS

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

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

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

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

Article 7
MANAGEMENT FUNCTIONS

7.01 It is the exclusive function of the Colleges to:

(a) maintain order, discipline and efficiency;

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

(c) 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 which shall be two (2) years' continuous employment.

(ii) A full-time employee hired after September 1, 1981, who has completed a probationary period at another Ontario College of Applied Arts and Technology or who holds a valid Ontario Teacher's Certificate and who has one year or more of teaching experience in Ontario will be on probation until the completion of

the probationary period which shall be one year's continuous employment.

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

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

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, exceed fifteen (15) days worked an additional full month shall be considered to be completed.

(c) 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.

(d) Upon the completion of the employee's probationary period, a full-time employee shall be credited with two (2) years' seniority if treated under 8.01(a)(i) or one (1) year's seniority if treated under 8.01(a)(ii). 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 institution. The list of predecessor educational institutions referred to herein is attached as Appendix VIII 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, 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.

(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 of the planned staff reduction and the courses, programs or services affected;

(b) Within seven calendar days of the receipt of such notification, the College and Union Committees shall meet for the

purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected;

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

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

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

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

(f) When a College decides, following such meetings to proceed with a 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 the competence, skill, and experience of employees to fulfill the requirements of the full-time position concerned are relatively equal, 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 relatively equal to the employee being displaced;

(ii) the employee being displaced has lesser seniority with the College.

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

(i) the displacing employee has the competence, skill, and experience to fulfill the requirements of the position relatively equal to the employee being displaced;

(ii) the employee being displaced has lesser seniority with the College.

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

(i) the displacing employee has the competence, skill, and

experience to fulfill the requirements of the position relatively equal to the employees being displaced;

(ii) the partial-load or part-time employee being displaced has lesser months of service with the College as determined in both Appendix II and IV than such displacing employee's months of seniority;

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

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

8.06 (a) Before hiring full-time employees, a person who has been laid off under Section 8.05 will be recalled to 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;

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

8.07 (a) In January of each year, the College shall prepare and post 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.

8.08 (a) An employee claiming improper lay-off contrary to the provisions of this Agreement, shall state in the grievance the names of up to four (4) employees (of whom no more than three (3) shall be full-time) whom the employee claims entitlement to displace. The time limit referred to in Section 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 section 11.03 shall specify, from the names of such employees originally designated in (a) above, the name of only one full-time employee or two or more partial load or part-time employees (the sum of whose duties will form one full-time position), who shall thereafter be the subject matter of the grievance and arbitration. The grievor shall be entitled to arbitrate the grievance thereafter under only one of sub-paragraphs (a), (b), (c), (d) or (e) of Section 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 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.

8.11 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 for up to six (6) months through verified illness or on leave of absence;

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

(d) on leave of absence on an exchange program approved by the College;

(e) on pregnancy leave for up to twelve (12) months;

(f) on a college-approved professional development leave of absence from the college;

(g) on college prepaid leave of absence for up to twelve (12) months.

8.12 Notice will be posted of all vacancies of full-time positions in the bargaining unit. Such a notice will be posted for at least five (5) days in order to permit applications to be filed.

8.13 The lay-off of employees arising from a strike by employees in the support staff bargaining unit shall not require notice as set out in Sections 8.02 and 8.04. Section 8.05 shall not apply thereto provided the lay-off of employees is in a uniform manner. A probationary employee shall have 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.

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.

Full implementation of this paragraph shall be delayed until May 1, 1987. However, as soon as practicable but no later than the first week of November 1986, the Local President shall be advised of all persons hired to teach credit courses who are commencing in the month of September 1986, their classification, hours of teaching, subjects taught and department. Martin Teplitsky remains seized if there are any difficulties in implementation.

8.16 (a) A Severance Pay Plan on lay-off is introduced to provide for severance payment to employees with three (3) or more full years of continuous service up to a maximum payment at ten (10)

or more years continuous service with the College, provided the employee gives the College written election of severance effective on termination of the notice period and waives all recall rights under the Agreement.

(b) Severance payment shall be in accordance with the following scale based on the number of full years of continuous service with the College as at the date of lay-off based on the employee's annual salary rate as of that date, as set out in Appendix 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
3 years	11%
4 years	13%
5 years	15%
6 years	17%
7 years	19%
8 years	21%
9 years	23%
10 or more years	25% maximum

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

8.17 An employee re-assigned by the College under the provisions of Section 8.05 to a work location more than eighty (80) kilometres distant from 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 $500. Packing and insurance charges shall not qualify as an expense for reimbursement purposes. To qualify for reimbursement, such relocation of residence and expense incurred as a result, must take place within six (6) months of the re-assignment.

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 5 percent or twenty 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 Section 8.04(f) and 8.05 of this Agreement.

9.02 In the above circumstances the College shall give written notification to the Union Local of the College's plan to reduce the number of full-time regular employees who have completed the probationary period by lay-off of 5 percent or twenty employees whichever is less and indicate the courses, programs and services to be reduced or eliminated and provide the Union Local 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 Union Local 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 paragraph (1) thereof until the expiry of the thirty (30) calendar day period referred to in paragraph (3) above or receipt of the Union Local's recommendations or advice, whichever should first occur.

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 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 College and the Union Local 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 Following the effective date of the technological change a reduction of employees resulting therefrom shall be carried out pursuant to Sections 8.04(f) and 8.05 of this Agreement.

10.04 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 Sections 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 Section 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, the Union steward, if the steward so requests, the Dean of the Division and the immediate Supervisor shall attend and discuss the grievance. The immediate Supervisor and Dean will give the grievor and the Union steward their decision in writing within seven (7)

days following the meeting. If the grievor is not satisfied with the decision of 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 the Union steward the President's decision in writing within fifteen (15) days following the meeting. In addition to the Union steward, a Union staff representative shall be present at the meeting herein if requested by the employee, the Union or the College. The President or 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 Chairman. The Chairman shall be selected from the following panel:

Professor E.E. Palmer	Mr. Martin Teplitsky
Professor D.D. Carter	Professor S.A. Schiff
Mr. K. Burkett	Mr. Robert Howe
Mr. H.D. Brown	Ms. Pamela Picher
Mr. D. Kates	
Mr. Owen Shime	
Mr. J.W. Samuels	
Ms. G. Brent	

Representatives of the Council and the Union shall meet

monthly to review the matters referred to arbitration and agree to the assignment of a Chairman to hear each of the grievances. The Chairman shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such panel. Also the parties may agree to a supplementary list of persons to act on a single or number of occasions. Following selection of a Chairman, the College and the Union shall each appoint its arbitrator within ten (10) days thereafter and forthwith notify the other party and the Chairman. However, if the College and Union mutually agree prior to selection of a Chairman to arbitration by a sole arbitrator, the sole arbitrator shall be selected from the panel as in the case of a Chairman and the other provisions referring to an Arbitration Board shall appropriately apply;

(b) No person shall be appointed as an arbitrator who is or was within six months prior to 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 Chairman who declines to act on five (5) consecutive occasions shall be removed from the panel and a replacement selected by mutual agreement of the parties;

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

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

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

(f) The parties have referred to the joint Grievance Scheduling Committee their concerns with respect to the costs of adjournment and cancellation of arbitration hearings and have

requested the Committee to review the matter and, if possible, to make a joint recommendation to the parties.

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 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 is 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 Sections 11.07 and 11.08.

11.07 An employee who claims to have been dismissed without 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 Section 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 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 occurence 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 Section 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 Join 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.

13.05 (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 (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 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. For the year 1986, the notice may be given by the Union to the College President within a period not exceeding thirty (30) days of the signing of this Memorandum of Agreement.

(b) The regular salary, pensions, sick leave, insurance and other fringe benefits of persons with a reduced teaching or work assignment pursuant to Section 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 Section 8.11, be with full accumulation of seniority.

Article 14
COLLEGE MEETINGS

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

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) the local application of this Memorandum of Agreement;

(ii) clarification of procedures or conditions causing misunderstanding or grievances;

(iii) other matters which are mutually agreed upon; and

(iv) if requested by the Union Local, the rationale for a sessional appointment by the College shall be the subject of discussion.

It is understood that the College will continue to make reasonable provision for the environmental conditions of air, light, space and temperature of employees' work areas in the College. A complaint of an employee concerning the environment conditions mentioned above, shall be discussed at a meeting under this Article and not under the provisions of the Grievance Procedure. It is agreed that meetings under this Article shall not concern or entertain matters that are properly the subject of meetings as provided in Article 29.02.

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-Chairperson and they will be responsible for the co-ordination 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) As a priority, the Committee will collect and track data on actual teaching assignments and examine practices relating to teaching assignments; study such practices as may relate to Article 4 of this Agreement. Should the Committee deem it advisable, it may make recommendations on its findings to the Parties. The

Committee will in any case submit a report to the Parties by March 1, 1987, on all matters discussed regarding teaching assignments.

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

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

(h) It is recognized that the Council's intention is to introduce as soon as possible a short-term disability plan for new employees. It is also recognized that the Union wishes to maintain the existing sick leave plans for present employees. Given the intentions of the respective parties, it shall be a priority of the Committee, to study and make recommendations regarding these positions and to report thereon by March 31, 1987.

15.04 General

The Terms of Reference shall be given effect by the signature of the responsible officials of both Parties including the President of the Ontario Public Service Employees Union or the President's designee.

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

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 endeavour to arrange for such earlier return to work and such request shall not be unreasonably denied.

(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 (ie. 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 (ie. 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 (ie. 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.

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.

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 Effective June 10, 1985, 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.

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 Section. In order to qualify for payment hereunder the employee will report to the College for work during those regular hours of work or assignment that the employee is not required to attend the Court.

17.08 If a regular employee terminates employment for the purpose of raising a dependent child (or children) and is subsequently re-employed by the same College as a regular employee, the employee shall, upon application and completion of the normal probationary period, be credited with the employee's previous length of service for the purpose of:

— vacation accumulation (librarians and counsellors),

— vesting of Cumulative Sick Leave Gratuity (provided no previous payment was made upon termination),

— the severance pay plan,

— sabbatical leave,

— Professional Development Leave,

— College Prepaid Leave Plan, and seniority; provided that:

(a) the employee had completed at least six (6) years seniority at the time of termination.

(b) the employee's termination indicated the reason for leaving to be the raising of a dependent child (or children).

(c) the break in service was for no longer than two (2) years and that during that time the employee had not been engaged in remunerative employment for more than six (6) months.

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 faculty for a period of not less than six (6) years to be absent on professional 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 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 Chairperson 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 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.

Article 19
PREPAID LEAVE PLAN

19.01 The Prepaid Leave Plan (hereinafter called the Plan) has been developed to afford full-time teaching masters, 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 teaching master, instructor, counsellor or librarian having three (3) years seniority with the College is eligible to participate in the Plan in accordance with the conditions set out in this Article.

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 (½) of annual salary in each year followed by one (1) year of leave;

(ii) two (2) years deferral of up to one-third (⅓) of annual salary in each year followed by one (1) year of leave;

(iii) three (3) years deferral of up to one-quarter (¼) of annual salary in each year followed by one (1) year of leave;

(iv) four (4) years deferral of up to one-fith (⅕) of annual salary in each year followed by one (1) year of leave;

(v) five (5) years deferral of up to one-sixth (⅙) 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 1 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 Colleges 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 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 income 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
LIFE INSURANCE AND LONG-TERM DISABILITY PLAN

21.01 Basic Life Insurance Plan

The Colleges agree to continue the present Group Basic Life Insurance Plan to provide term insurance coverage of $25,000 effective June 10, 1985 on the life of the employee and to pay the full premium for employees covered thereby and subject to the eligibility requirement thereof.

21.02 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 Section 21.02 (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.

21.03 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 AND DENTAL PLAN

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 for the period from the employee's date of retirement to the date the employee is next eligible to enter the Ontario Blue Cross Extended Health Care Plan under the following conditions:

1) The retired employee shall pay to the college the full premium cost of the plan.

2) Eligibility for such coverages shall be dependent upon the employee qualifying for benefits under the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Superannuation Plan.

3) Under no circumstances will such coverage extend past one full year following the end of the month following date of retirement.

4) In the event that any policy or procedure under the Ontario Blue Cross Extended Health Care Plan is altered, the College shall have no liability or obligation beyond those contained herein. If at any time in the future the Ontario Blue Cross Extended Health Care Plan should be cancelled or amended to preclude the entry of retired College employees, the College shall have no obligation to provide an alternative benefit.

22.04 Dental Plan (Appendix V)

Effective July 1, 1985 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.

22.05 Survivor Benefits

The Colleges agree to continue for the dependent survivor of a deceased employee coverage of extended health and dental plan for three (3) months at no cost to the survivor and on a voluntary basis for an additional nine (9) months at one hundred per cent (100%) survivor paid premiums, provided the deceased

employee was subscribing to such benefits immediately prior to death.

Article 23
WORKER'S COMPENSATION

23.01 All employees shall be covered by Worker's 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 and reasonable advance notice, the College will provide access to the employee liability insurance provisions of the College's insurance policy or policies to the employee concerned.

Article 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	27.5 cents/km	28 cents/km
4001-10700	22 cents/km	22.5 cents/km
10701-24000	18 cents/km	18.5 cents/km
24001 km and over	15.5 cents/km	16 cents/km

(b) the boundary between Northern and Southern Ontario shall be: Healy Lake (Municipal) Road from Healy Lake easterly to its junction with Highway 612, to Highwy 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 Section 8.01 which are to be filed on the employee's record, shall be shown to the employee in advance. The employee may add 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.

Article 28
GENERAL

28.01 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.

28.02 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.

28.03 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.

Article 29
DURATION

29.01 This Memorandum shall take effect commencing on the date of signing 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, 1985), and shall continue in full force and effect until August 31, 1987 (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, 1986) and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing in January, 1987 that it desires to amend this Memorandum.

29.02 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 Section 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 29.01. Failing settlement, such

proposal(s) may then be included as matters for discussion in the negotiations between the parties of this Memorandum.

DATED at TORONTO, the 22nd of May, 1986

FOR THE COUNCIL	**FOR THE UNION**
Norman E. Williams	F. Upshaw
Murray Hewgill	Georgina Hancock
Ian L. McArdle	E.W. Lord
Barrie Wray	M.B. Leahy
Gaston Franklyn	Peter Mazeikis
John Podmore	E. Craig McKay
John Saso	R.A. Somppi
J.D. Fletcher	H.E. Plummer
Donna Wells	André Bekerman

APPENDIX I
SALARY SCHEDULES
(Effective September 1, 1985)

(a) **Teaching Masters and Counsellors**

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

Minimum	$23,833	
Step 1	25,251	
Step 2	26,673	
Step 3	28,091	
Step 4	29,512	
Step 5	30,931	
Step 6	32,350	mid-point for Step 12
Step 7	33,771	mid-point for Steps 13 and 14
Step 8	35,189	mid-point for Steps 15 and 16 — Maximum starting salary for Step 12 qualifications
Step 9	36,610	Maximum starting salary for Step 13 qualifications
Step 10	38,029	Maximum starting salary for Step 14 qualifications
Step 11	39,449	Maximum starting salary for Step 15 qualifications
Step 12	40,867	Maximum salary — no formal post-secondary diploma, certificate or degree — Maximum starting salary for Step 16 qualifications
Step 13	42,288	Maximum salary — 1 year post-secondary certificate
Step 14	43,707	maximum salary — 2 year CAAT Diploma or certified Journeyman
Step 15	45,127	Maximum salary — 3 year CAAT Diploma or General Pass University Degree or certified Journeyman holding equivalent qualifications*
Step 16	46,545	Maximum salary — 4 year Canadian University Degree or more; C.G.A.; P.Eng.; C.A.; or C.M.A. (formerly R.I.A.)

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

*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 qualification for certified journeymen, or someone treated as such, shall be approved in advance by the college.

(b) **Instructors**

Minimum	$20,347	
Step 1	21,769	
Step 2	23,186	
Step 3	24,606	
Step 4	26,027	
Step 5	27,447	mid-point of range
Step 6	28,866	
Step 7	30,286	maximum starting salary
Step 8	31,706	
Step 9	33,126	
Step 10	34,545	

(c) **Librarian 1**

Minimum	$24,656	
Step 1	26,075	
Step 2	27,496	
Step 3	28,917	mid-point of range
Step 4	30,336	maximum starting salary
Step 5	31,753	
Step 6	33,175	
Step 7	34,594	

Librarian 2

Minimum	$28,874	
Step 1	30,291	
Step 2	31,714	
Step 3	33,130	mid-point of range
Step 4	34,551	maximum starting salary
Step 5	35,972	
Step 6	37,390	
Step 7	38,809	

(d) Annual increments to the mid-point are based upon

experience, at the rate of one step for each completed year on-the-job experience. Above the mid-point, but not beyond the maximum, one step will be granted where performance in the past year was satisfactory. 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, 1986)

(a) **Teaching Masters and Counsellors**

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

Minimum	$24,548	
Step 1	26,009	
Step 2	27,473	
Step 3	28,934	
Step 4	30,397	
Step 5	31,859	
Step 6	33,321	mid-point for Step 12
Step 7	34,784	mid-point for Steps 13 and 14
Step 8	36,245	mid-point for Steps 15 and 16 — Maximum starting salary for Step 12 qualifications
Step 9	37,708	Maximum starting salary for Step 13 qualifications
Step 10	39,170	Maximum starting salary for Step 14 qualifications
Step 11	40,632	Maximum starting salary for Step 15 qualifications
Step 12	42,093	Maximum salary — no formal post-secondary diploma, certificate or degree — Maximum starting salary for Step 16 qualifications
Step 13	43,557	Maximum salary — 1 year post-secondary certificate
Step 14	45,018	Maximum salary — 2 year CAAT Diploma or certified Journeyman

Step 15	46,481	Maximum salary — 3 year CAAT Diploma or General Pass University Degree or certified Journeyman holding equivalent qualifications*
Step 16	47,941	Maximum salary — 4 year Canadian University Degree or more; C.G.A.; P.Eng.; C.A.; or C.M.A. (formerly R.I.A.)

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

*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 qualification for certified journeyman, or someone treated as such, shall be approved in advance by the College.

(b) **Instructors**

Minimum	$20,957	
Step 1	22,422	
Step 2	23,882	
Step 3	25,344	
Step 4	26,808	
Step 5	28,270	mid-point of range
Step 6	29,732	
Step 7	31,195	maximum starting salary
Step 8	32,657	
Step 9	34,120	
Step 10	35,581	

(c) **Librarian 1**

Minimum	$25,396	
Step 1	26,857	
Step 2	28,321	
Step 3	29,785	
Step 4	31,246	mid-point of range
Step 5	32,706	maximum starting salary
Step 6	34,170	
Step 7	35,632	
Step 8	37,093	

Librarian 2

Minimum	$29,740	
Step 1	31,200	
Step 2	32,665	
Step 3	34,124	
Step 4	35,588	mid-point of range
Step 5	37,051	maximum starting salary
Step 6	38,512	
Step 7	39,973	
Step 8	41,434	

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

(e) Effective September 1, 1987 there will be a Step 9 for Librarians as follows:

Librarian 1	Step 9	$38,554
Librarian 2	Step 9	$42,895

GUIDELINES

1. A teacher or counsellor being paid a salary rate in excess of Step 16 on August 31, 1985, 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, 1985 and September 1, 1986 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.

An instructor or librarian being paid a salary rate in excess of Step 10 or Step 6 respectively on August 31, 1985 will have their salary increased effective as of September 1, 1985 and September 1, 1986 so that their new salary rates will exceed Step 10 or Step 6 as the case may be as of such dates by the same amount as in effect under the immediately previous agreement.

2. The Colleges renew the commitment that faculty members classified as Teaching Masters will not be reclassified as

instructors, except through the application of Article 8, Seniority.

3. For Teaching Masters and Counsellors, the applicable maximum is the Step on the scale reflecting their individual qualifications. For Instructors and Librarians, the applicable maximum is the maximum salary for their classification. However, in the application of (1) above, the salary rate of an employee may exceed the employee's maximum, in which case the higher rate will prevail for the term of this Agreement.

4. **Joint Educational Qualification Sub-committee.** The parties agree to the establishment of a Joint Educational Qualification Sub-Committee to consider and rule on further formal educational qualifications for the purpose of maximum salary level identification under the salary scale for Teaching Masters and Counsellors. Such Committee shall be composed of three (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 — Teaching Masters**

(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) Co-ordinator 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.

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 Section 3.03 (b) of the Agreement, a partial-load employee is defined as a teacher who teaches more than six (6) and up to and including 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 Worker's Compensation and Liability insurance) but shall be paid for the performance of each teaching hour at an hourly rate within the following range:

Effective September 1, 1985	Effective September 1, 1986
Minimum $16.72 per hour	Minimum $17.22 per hour
Maximum $37.14 per hour	Maximum $38.25 per hour

(c) A partial-load employee employed on or after September 1, 1985, shall receive a four percent (4%) increase in the employee's existing individual rate, effective September 1, 1985 and a partial-load employee employed on or after September 1, 1986 shall receive a three percent (3%) increase in the employee's existing individual rate, effective September 1, 1986.

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

3. For the purpose of determining the service of a partial-load teacher under Section 8.05 (d) a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of one-half (½) month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of one-half (½) month's credit for each calendar month in which the employee teaches thirty (30) hours or more.

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

Such 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.

It is mutually agreed that the foregoing arrangements as to the commencement date as to the deduction of dues is not intended to alter any arrangements previously agreed locally between a College and Union Local as to the commencement date of such arrangement at an earlier date.

5. 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 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 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 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

In the administration of Section 8.05 (d) and for that purpose only, a part-time employee shall be considered to have service based on one-quarter (¼) 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.

— Coverage to include employee, spouse and dependent children to age 21.

— Benefits limited to a maximum of $1,000 per annum for each beneficiary with no deductible.

— Plan to apply to all full-time employees in the active employ and on the active payroll who have completed 6 months of their probationary period subject to the eligibility requirements and terms and conditions of the plan except for employees whose spouses are covered by a comparable or better plan at their place of employ.

Schedule A
COVERED DENTAL SERVICES

Diagnostic Services

Clinical Oral Examination	Procedure Codes (Inclusive)
Complete Oral Examination	01110-01400
Radiographs	
Intra Oral Films	02100-02144
Extra Oral Films	02201-02600
Caphalometric 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	12400
Other Preventive Services	13100-13510
Space Maintainers	15100-15110
	15120-15400

Restorative Services

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

Schedule B
COVERED DENTAL SERVICES

Endodontic Services

	Procedure Codes (Inclusive)
Pulp Capping	31100-31110
Pulpotomy	32201-32211
Root Canal Therapy	33100-33420

Apexification	33501-33514
Pariapical Services	34101-34212
Root Amputation	34401-34402
Other Endodontic Procedures	39100-39120
Hemisection	39210-39300
Bleaching	39400
Intentional Removal, Apical Filling and Reimplantation	39501-39600
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 Uncomplicated	71101-71111
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

	Procedure Codes (Inclusive)
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

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 to:

(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 Council of Regents that is contemplated by these Terms of Reference, the members of the said Committee nominated by the Council and OPSEU 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 colleges and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Committee.

Appendix VII
DEFINITIONS COMMITTEE

The Council and the Union agree to the establishment of a joint committee consisting of two representatives of the Union and two representatives of the Council, to meet and consider possible definitions for use in connection with the academic collective agreement.

The terms and conditions of employment for employees of all predecessor nursing programs and nursing institutions shall be reviewed by the definitions committee.

The Committee will report to the parties by March 31, 1987. Any unanimous recommendation by and from the committee, subject to approval of the parties, will be implemented by the Council.

Appendix VIII
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 IX
SUPPLEMENTARY PAYMENT

(1) For each of the months September 1985 to August 1986 inclusive, each member of the bargaining unit shall receive a supplementary payment of one hundred dollars ($100.00) for each month in which the member received income from the College, to a maximum of one thousand dollars ($1000.00) in the case of a full-time member of the bargaining unit and a maximum of five hundred dollars ($500.00) in the case of a partial-load member of the bargaining unit.

For the purposes of applying Appendix IX (1) members of the bargaining unit shall be deemed not to have received income from the College while

a) On leave of absence without pay (which includes a prepaid leave but not during the banking period) for the period of the leave.

b) On long term disability.

c) On pregnancy leave for any period beyond seventeen (17) weeks.

For the purposes of applying Appendix IX (1) members of the bargaining unit shall be deemed to have received income from the College while

a) On Sabbatical and/or professional development leave at the percentage rate they are receiving income; e.g. 70% of income $70.00 per month.

b) On voluntary separation or pre-retirement leave at the percentage rate they are receiving income; e.g. 70% of income $70.00 per month.

c) On Worker's Compensation

d) On exchange program

e) On secondment

f) On sick leave

g) On vacation

h) On pregnancy leave to a maximum of seventeen (17) weeks.

(2) An employee who had terminated employment with the College prior to the date of signing will be given notice by registered letter by the College to the last known address and the employee has ninety (90) days in which to claim the entitlement in writing to the supplementary payment. The College will provide copies of these notices to the President of the Union Local.

APPENDIX X
INSTRUCTIONAL ASSIGNMENTS

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

It is further agreed that the adoption of either Option "A" or Option "B" will be available for election by the Union Local on an

individual College by College basis for the 1980-81 Academic Year, providing written notice of the selection is given by the Union Local to the College no later than April 1, 1980.

INSTRUCTIONAL ASSIGNMENTS
Option "A"

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

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

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

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

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

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

above for teaching hours in excess of the maximum teaching hours is subject to the grievance and arbitration procedure.

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

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

INSTRUCTIONAL ASSIGNMENTS
Option "B"

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

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

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

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

It is understood that no teacher shall be assigned teaching

hours in excess of the maximum teaching hours provided for herein except by voluntary agreement between the teacher and the College providing fair compensation (which may be by way of equivalent reduction in other teaching or non-teaching assignments or by way of monetary payments).

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

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

4.02 (a) Recognizing the unique characteristics of each College, the diversity of programs and instructional techniques and the consequent range and variety of individual assignments, the parties agreed that within three (3) weeks following the publishing of instructional assignments in September, a College Instructional Assignment Committee of six (6) persons (three (3) persons to be appointed by each party and to include the College President or Senior Administrative Academic Officer) shall meet to:

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

(ii) resolve apparent inequitable instructional assignments;

(iii) consider a claim by an individual that the individual's instructional assignment is inequitable.

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

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

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

(c) necessary academic preparation and student contact;

(d) examination marking and assessing responsibilities;

(e) size of class;

(f) instructional mode(s);

(g) assignments ancillary to instructional activities;

(h) previously assigned schedules;

(i) other assignments;

(j) necessary excessive travel time between assignments.

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

4.02 (c) If the teacher's complaint is not resolved by the Committee, the teacher may file a grievance as to the application of Section 4.01 within ten (10) days of receiving the Committee's report referred to in paragraph (b) above and refer the grievance to arbitration as referred to in Section 11.03.

4.02 (d) It is recognized that local resolution of disputes as to instructional assignments is advantageous to all concerned. Therefore, the College and Union Local Committees appointed under Article 14 have the authority to agree to the local application of Section 4.01 and such agreement may be signed by them and apply for the specific term agreed upon, provided it shall not continue beyond the term of this Agreement as currently in effect. Such agreement shall also not serve as a precedent for the future at that or any other College. Such agreement is subject to ratification by the 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 1st September to the following 30th June. The academic year shall in any event permit year-round operation and where a College determines the needs of any program otherwise, then the scheduling of a member in one or both of the months of July and August shall be on a consent or rotational basis.

4.04 The assigned hours of work for Librarians and Counsellors shall normally be thirty-five (35) hours per week but shall not be

formally assigned in excess of thirty-five (35) hours per week.

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

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

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

APPENDIX XI
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					
			Type	Factor	Attrib'd. Hours	Additional Attrib'd. Hours	Class Size	Type	Factor	Attrib'd. Hours	Complementary Hours Allowance	Complementary Hours Assigned
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 Hrs.	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

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

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

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, for the duration of the Memorandum of Agreement dated the 7th day of April 1986.

J. Clancy
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

Council of Regents
for Colleges of
Applied Arts and
Technology

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

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."

J. Clancy
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

Council of Regents
for Colleges of
Applied Arts and
Technology

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

Re: Notification of Vacancies

This to confirm the understanding reached at negotiations that in the event of a vacancy for a full-time employee in the bargaining unit which a college advertises outside the college in a newspaper or other trade journal, it will advise other colleges of the existence of the vacancy.

J. Clancy
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

Council of Regents
for Colleges of
Applied Arts and
Technology

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

Re: Displacement of Partial-Load 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 Section 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 partial-load or part-time employees and the employee shall set out:

(a) the names of such partial-load or 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 relative competence, skill, experience and suitability as demonstrated with the College to fulfill the requirements of the positions concerned.

J. Clancy
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

Council of Regents
for Colleges of
Applied Arts and
Technology

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

Re: Bereavement Leave

This will confirm our understanding reached at negotiations to clarify application of bereavement leave as follows:

All administrators are reminded that Article 17.05 of the Academic Collective Agreement contains language that is applicable to employees seeking bereavement leave related to the death of persons not identified in Article 17.06.

You are also advised that you may be requested to give reasons for such denial of the request in writing.

J. Clancy
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

Ontario Public Service
Employees Union

1901 Yonge St.
Toronto, Ontario
M4S 2Z5

April 7, 1986

Dear Sir:

Re: Overtime

For the academic year beginning September 1, 1986, and in order to facilitate the introduction of new workload provisions in the colleges, Article 4.01 (10) shall be extended such that overtime worked by a teacher on a voluntary basis shall not exceed two (2) teaching contact hours in any one week or six (6) total workload hours in any one week. All other provisions of Article 4.01 (10) shall apply to all overtime.

N.E. Williams
Chairman
Ontario Council
of Regents

J. Clancy
President
Ontario Public Service
Employees Union

Council of Regents
for Colleges of
Applied Arts and
Technology

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

Re: Long Term Disability Plan (L.T.D.) Plan

This is to confirm the understanding reached at negotiations that the Council of Regents agrees to amend the L.T.D. plan to incorporate the following improvements:

1. to amend the definition of the elimination period for the commencement of disability benefits following six (6) months of continuing total disability (including statutory and College holidays), and thereby remove the provision that requires an employee to use all cumulative sick leave credits beyond the six (6) month elimination period;

2. to remove the "secondary offset" under the Canada Pension Plan disability benefit which applies to disabled employees with dependants who are eligible for a benefit. The result would be that the L.T.D. benefit received by the employee shall not be offset by any amount paid by the Canada Pension Plan to a dependant;

3. to confirm that the plan now provides that the elimination period is waived where a qualifying, total disability recurs within twelve (12) months.

These changes are to be effective on the first day of the month following ratification of the collective agreement.

J. Clancy
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

Council of Regents
for Colleges of
Applied Arts and
Technology

7th Floor
Mowat Block
Queen's Park
Toronto, Ontario
M7A 1L2

April 7, 1986

Dear Sir:

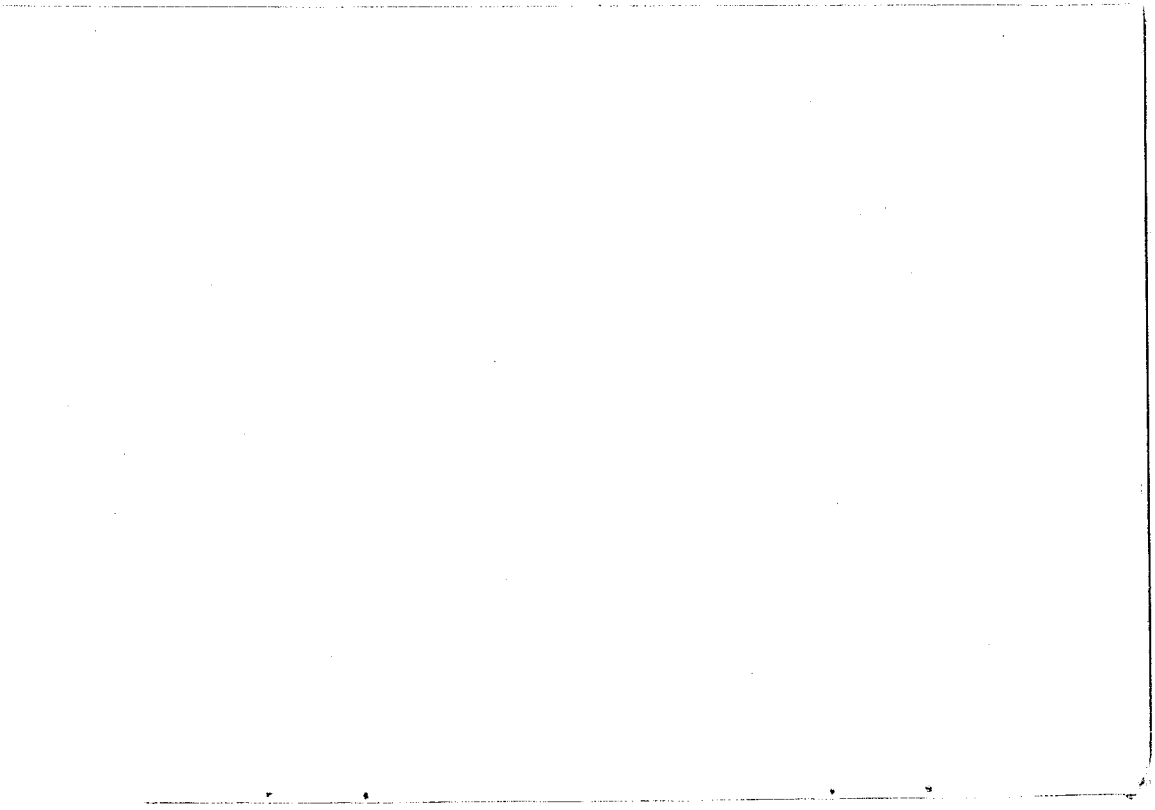
Re: Standard Workload Form (S.W.F.)

This is to confirm that during negotiations the signators to this collective agreement designed and issued a Standard Workload Form (Attached as Appendix XI). 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
President
Ontario Public Service
Employees Union

N.E. Williams
Chairman
Ontario Council
of Regents

NOTES



Ontario Public Service Employees Union

COUNCIL OF REGENTS
FOR COLLEGES OF
APPLIED ARTS AND
TECHNOLOGY