

MEMORANDUM OF SETTLEMENT

Between

College Employer Council ("the Council")
and
Ontario Public Service Employees Union ("the Union")

The undersigned representatives of the parties hereby agree to unanimously recommend ratification of the following terms and conditions of employment as the full and final settlement of all outstanding matters between the parties:

1. The Collective Agreement, expiring August 31, 2014, shall be continued except as amended by this Memorandum.
2. The College Agreement shall be amended by those terms and conditions agreed to by the parties as set out in Appendix 1 to this Memorandum (8 pages).
3. The College Agreement shall be amended by those terms and conditions agreed to by the parties as set out in Appendix 2 to this Memorandum (15 pages).
4. Nothing shall be retroactive prior to the date of ratification, except where otherwise specifically noted. Retroactive payments shall be made within 30 days following the date of ratification.
5. Retroactive wage adjustments shall apply to all employees on active payroll as of the date of ratification. Such payments shall be paid within 30 days following the date of ratification.
6. Amendments to Out-of-Province/Country Travel Insurance and Private Duty Nursing Care are effective the first of the month following the date of ratification.
7. The term of the Collective Agreement shall be from September 1, 2014 to September 30, 2017.
8. The parties agree that the contract will be signed within 30 days of ratification
9. All other items are hereby withdrawn.

Signed at Toronto this 29th day of August, 2014.

For the Council:

Sonia Del Rius

Christine Bates

Pat Mikel

Mus

D

Christiane Emond

Quenda Reed

Chi Garbino

For the Union:

Bob Jones

Wesley

Lance-Hel Hardard

Angela Tavares

Julian

Doug Bedford

Pat

2020-

Mark Kuehn

APPENDIX 1**COMPENSATION**

- **Three-year agreement (September 1, 2014 to September 30, 2017)**
- **Salary Increases as follows:**
 - **Year 1: 1.2% (September 1, 2014)**
 - **Year 2: 1.5% (September 1, 2015)**
 - **Year 3: 1.8% (September 1, 2016)**
- **Lump Sum**

A full-time employee, employed as of [date of ratification], who has been at their maximum step on the salary grid on or before September 1, 2013 shall receive a one-time lump sum payment of \$900 which is pensionable to be paid within 30 days of ratification.
- **Out-of-Province/Country Travel Insurance adjusted as discussed.**
- **Cap Private Duty Nursing Care at \$25,000.**

ARTICLE 2 – STAFFING

- 2.02** The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions, as defined in Article 26, Partial-Load Employees, subject to such operational requirements as the quality of the programs, **their economic viability**, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.
- 2.03 A** The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, **their economic viability**, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, **their economic viability**, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

ARTICLE 11 – WORKLOAD

- 11.01 D 2** No more than four different course preparations ~~or six different sections~~ shall be assigned to a teacher in a given week except by voluntary agreement which shall not be unreasonably withheld.
- 11.01 L 1** The contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour **except by written voluntary agreement. The Union Local shall receive a copy of such agreement within one week seven days.**
- 11.02 C 2** The WMG shall in its consideration have regard to such variables affecting assignments as:
- (i) nature of subjects to be taught, **including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);**
 - (ii) level of teaching and experience of the teacher and availability of technical **support** 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, **including requirements for alternate delivery;**
 - (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, **including changes to the length of the course;**
- (xiii) level of complexity and rate of change in curriculum;
- (xiv) requirements for applied research;
- (xv) required translation of materials.

Modified Workload Arrangements

11.09 A 4 The Modified Workload Arrangement may apply for any period of assignment, **but shall not extend beyond one academic year, unless expressly renewed.** Each Modified Workload Arrangement will have a start and end date.

Should the Modified Workload Arrangement extend beyond the life of the collective agreement, the terms shall be modified to respect any applicable changes contained within the amended collective agreement.

11.09 A 7 If the Union does not consent the parties will meet within three (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA **within seven (7) days of the discussion.**

ARTICLE 14 – SALARIES

Control Point Table

14.03 A 2 (b) The following table indicates the control point relevant for an employee based on the maximum base salary level that employee may attain in the salary schedule. The control point relevant to full-time instructors is contained within the wage schedule 14.03 A 2 (c).

| Maximum Step Attainable | <u>Control Point Effective September 1, 2014</u> | <u>Control Point Effective September 1, 2015</u> | <u>Control Point Effective September 1, 2016</u> |
|-------------------------|---|---|---|
| Step 16 | Step 10 | Step 10 | Step 10 |
| Step 17 | Step 11 | Step 11 | Step 11 |
| Step 18 | Step 11 | Step 11 | Step 11 |
| Step 19 | Step 12 | Step 12 | Step 12 |
| Step 20 | | | |
| Step 21 | Step 13 | Step 13 | Step 13 |

ARTICLE 19 – OTHER INSURANCE PLANS

19.09 A The Colleges agree to provide eligible retired employees the option of enrolling in the CAAT Retiree Benefit Plan, which includes Life Insurance, Extended Health Care and Dental Care under the following conditions:

- (i) The retired employee shall ~~pay to the College quarterly in advance, the full cost of benefits that he/she enrolled in.~~ **pay, in advance, the full cost of the benefits that the retiree has enrolled in as follows:**
 - **current members of the plan will have the option to continue to pay the College quarterly or switch to automatic monthly bank withdrawals;**
 - **new enrollees shall pay the College through automatic monthly bank withdrawals.**
- (ii) Eligibility for such coverage shall be dependent upon:
 - The employee qualifying for and commencing to receive a lifetime monthly pension from the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Pension Plan immediately upon his/her retirement;
 - The retired employee electing such coverage within thirty-one (31) days of his/her retirement date;
 - The retired employee maintaining eligibility for benefits under OHIP or another Canadian medicare plan equivalent to OHIP from another province or territory;
 - The employee commenced retirement on or after May 1, 1988.
- (iii) Insurable benefits payable under OHIP or the Ontario Drug Benefit Plan shall not be payable under the Extended Health Care Plans or Dental Care Plan.

Details of the Plan are published in the CAAT Retiree Benefit Plan booklet.

ARTICLE 26 – PARTIAL-LOAD EMPLOYEES**26.07 Tuition Subsidy and Leaves of Absence**

The College shall provide partial-load employees with access to the rights provided in Article 12, Tuition Subsidy; Article 21, Leaves of Absence; Article 22, Pregnancy and Parental Leave, and Article 23, Prepaid Leave Plan, of this Agreement. Details regarding participation, eligibility, waiting period and benefit level are as follows:

| | Tuition Subsidy | Leaves of Absence | Pregnancy and Parental Leave | Prepaid Leave Plan |
|-----------------------|--|--|--|---|
| Participation | All partial-load employees under contract | All partial-load employees under contract | All partial-load employees under contract | All partial-load employees under contract |
| Eligibility | All partial-load employees under contract | All partial-load employees under contract | All partial-load employees under contract | All partial-load employees under contract |
| Waiting Period | Nil | Nil | Nil | Nil |
| Benefit Level | As provided under Article 12 - Tuition Subsidy Shall be paid for regularly scheduled days of work | As provided under Article 21 - Leaves of Absence Shall be paid for regularly scheduled days of work | As provided under Article 22 - Pregnancy and Parental Leave Shall be paid for regularly scheduled days of work SUB payments as per Article 22 of the Agreement and insured benefits, if any, shall not go beyond the end of the employee's contract | As provided under Article 23 - Prepaid Leave Plan Shall be paid for regularly scheduled days of work Monies can only be deferred until the end of the employee's contract |

26.10 D Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment if the following conditions are met:

- (i) The partial-load employee must have previously been employed as a partial-load employee for at least **10 8** months of service as defined in 26.10 C within the last 4 academic years, and
- (ii) The partial-load employee must have previously taught the courses that form the new partial-load assignment.

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.

ARTICLE 27 – JOB SECURITY

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs and is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other

external applicants. For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within ~~one month~~ **four months** prior to the posting shall be considered internal applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

ARTICLE 32 – GRIEVANCE AND ARBITRATION PROCEDURE

Union Grievance

32.09 The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular Grievance Procedure for personal or group grievance shall not be by-passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at ~~Step One~~ **the Grievance Meeting stage** of the Grievance Procedure detailed in 32.02.

ARTICLE 36 – DURATION

36.01 This Agreement shall take effect commencing on September 1, ~~2012~~ **2014** and shall have no retroactive effect or application and shall continue in full force and effect until ~~August 31, 2014~~ **September 30, 2017**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

LETTERS OF UNDERSTANDING

Re: Access to the Salary Schedule Maximum

The parties reaffirm their on-going commitment to the quality of teaching in the CAAT system. The parties have agreed to the establishment of an In-Service Teacher Training Certificate Program in a modularized format which provides accessibility to the employees at each College. The program will be offered by one or more institutions, and an agreement to that effect will be entered into by the Council, OPSEU and the institutions. "Institutions" shall not include OPSEU or any local thereof.

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

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

Employees who successfully complete the program shall be entitled to progress to the maximum of the salary schedule.

The parties agree that the names of those eligible to benefit from this program shall be provided to the In-Service Teacher Training Program Committee and the Union Locals within 3 months of ratification of this agreement.

The parties agree to renew the contract for this program for the period of 2015-2019. On the termination of this renewed contract on August 31, 2019 this program will no longer be offered; however, faculty who have enrolled prior to August 31, 2019 will be able to complete the program pursuant to the completion criteria in place on that date.

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to September 1, ~~2009~~ **2014**, notwithstanding 36.01.

(NEW) Re: Short-Term Disability Plan

The parties agree to strike a joint task force to study the operation, utilization and costs of the Short-Term Disability Plan contained in Article 17 of the Collective Agreement with the intent of developing recommendations as to how to reduce the ongoing liability associated with the plan. The Task Force will forward to the parties by September 30, 2015 any joint recommendations for changes to the STD plan which will then be considered for inclusion into the next Collective Agreement.

The parties will each select three (3) individuals to sit on the Task Force. The Task Force will establish its own terms of reference. Available relevant information requested by the Task Force will be provided.

The expenses of the Union members of the Task Force will be treated in accordance with 8.02 and 9.02 D.

(NEW) Re: Intellectual Property

The parties agree to discuss intellectual property at EERC. This discussion will commence within one year of the ratification of this Collective Agreement.

(NEW) Re : Letter of Understanding

For the duration of the existing Collective Agreement, the parties agree to:

- (i) No full-time bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out his or her work.**
- (ii) No grievances alleging a violation of Article 2.02 and 2.03 A shall be filed on or after September 1, 2014.**

APPENDIX 2 AGREED-TO ITEMS SUBJECT TO RATIFICATION

ADD/AMEND THE FOLLOWING ARTICLES:

ARTICLE 3 – RELATIONSHIP

- 3.03** 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 Agreement or by written permission of the College concerned, but such permission shall not be unreasonably withheld. *Agreed-to June 23, 2014*

In January **and in September**, the Union Local may request and the College shall provide the current address and phone number on file for full-time and partial-load employees.

ARTICLE 4 – NO DISCRIMINATION/ BULLYING/ PSYCHOLOGICAL HARASSMENT

- 4.02 A 12** Where it appears to an **arbitrator**/arbitration board that an employee who is a grievor under this Article has made a complaint under the *Ontario Human Rights Code* relating to the conduct which is the subject of the grievance, the **arbitrator**/arbitration board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance. *Agreed-to July 17, 2014*

ARTICLE 11 – WORKLOAD

- 11.02 A 4** In the event that the teacher is not in agreement with the total workload and wishes it to be reviewed by the WMG, the teacher must so indicate in writing to the supervisor within **three five** working days **following the from** date of receipt of the SWF. **The completed SWF will be forwarded by the supervisor to the WMG within three working days from date of receipt from the teacher with a copy to be given to the teacher.** *Agreed-to June 9, 2014*

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 WMG within three working days from date of receipt from the teacher with a copy to be given to the teacher.~~

- 11.02 D 2** The WMG shall have access to all completed SWFs **and timetables**, and such other relevant workload data as it requires to review workload complaints at the College. *Agreed-to June 23, 2014*

ARTICLE 14 – SALARIES

Maximum Salary Table

- 14.03 A 1 (b)** The following table indicates the maximum salary level attainable by an employee based on that employee's relevant formal education levels and equivalencies.

| Maximum Step Level Attainable | Required Qualifications |
|-------------------------------|---|
| Step 21 | A minimum of a 4-year Canadian Baccalaureate Degree or equivalent; C.G.A.; P.Eng.; C.A.; C.M.A. (formerly R.I.A.) |
| Step 19 | 3-year CAAT Diploma or General Pass University Degree or Certified Journeyman * <u>Journeyperson</u> holding equivalent qualifications** |
| Step 18 | 2-year CAAT Diploma or Certified Journeyman * <u>Journeyperson</u> |
| Step 17 | 1-year post-secondary certificate |
| Step 16 | No formal post-secondary diploma, certificate or degree |

Translation agreed-to, August 26, 2014

Agreed-to August 26, 2014

NOTE: Formal educational qualifications not specified above will be subject to evaluation by the Joint Educational Qualifications Subcommittee, as described in Appendix II.

* ~~"Journeyman" is to be replaced with appropriate term when the Trades Qualification and Apprenticeship Act is amended.~~

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

- 14.03 A 4** Employees with the following qualifications shall be entitled to progress to the maximum step on the salary schedule:

- (i) A General Pass University degree plus a Bachelor of Education degree;
- (ii) Three year CAAT Diploma or General Pass University Degree or Certified Journeyperson ~~Journeyman~~ holding equivalent

Translation agreed-to August 26, 2014

qualifications, plus a valid Ontario Teacher's Certificate granted before 1992 or equivalent as may be ruled on by Joint Educational Qualifications Subcommittee (JEQS);

- (iii) A General Pass University Degree, plus a valid Ontario Guidance Specialist's Certificate granted before 1992 or equivalent as may be ruled on by JEQS; or
- (iv) The In-Service Teacher Training Program Certificate. As this is a unique in-service College program, equivalencies are not considered.

*Agreed-to
August 26,
2014*

~~14.03 A 5 Senior College Master Allowance — Those employees receiving this allowance will continue to be allowed to exceed the applicable maximum by an amount not to exceed \$2,000.~~

*Agreed-to
June 11,
2014*

~~14.03 A 6~~

14.03 A 5 For Professors and Counsellors and Librarians the applicable maximum is the Step on the schedule reflecting their individual qualifications. For Instructors, the applicable maximum is the maximum salary for their classification. However, in the application of **14.03 A 6** ~~**14.03 A 7**~~, the base 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.

*Agreed-to
June 24,
2014*

~~14.03 A 7~~

14.03 A 6 Professors or Counsellors being paid a base salary rate in excess of Step 16 on August 31, 1991, pursuant to Section 2(f) of the guidelines attached to the September 17, 1975 Agreement, will have their base salaries increased effective as of September 1, 1992 and September 1, 1993 so that their new base salaries will exceed the maximum of the salary schedule as of such dates by the same amount as in effect under the immediately previous Agreement.

*Agreed-to
June 24,
2014*

ARTICLE 21 – LEAVES OF ABSENCE

21.04 On the death of an employee's spouse as defined in the benefit booklet, parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, **brother-in-law, sister-in-law**, grandparent or grandchild, an employee shall be granted leave of absence of three or more days without loss of regular salary, the duration of the leave to be at the discretion of the College.

*Agreed-to
June 9,
2014*

It is understood that 21.02 is applicable to employees seeking bereavement leave related to the death of persons not identified in 21.04.

ARTICLE 27 – JOB SECURITY**Probationary Period****27.02 A 1**

- (i) A full-time employee will be on probation until the completion of the probationary period. This shall be one year of two years' continuous active employment for full-time employees employed after [date of ratification] except as amended in this Article.

*Agreed-to
August 26,
2014*

- (ii) Probationary employees employed prior to [date of ratification] will continue to serve the probationary period applicable at the time of their employment.

27.02 A 2 Delete existing and replace with:

The probationary period of an employee covered by 27.02 A 1 (i) may be extended for up to one additional year where the College determines that the employee's performance has not met expectations. The College shall provide a performance improvement plan to the employee. The plan shall specify the areas where improvement is needed and the supports and resources that the College will provide to the employee. The Union Local will be notified if an employee's probationary period is extended.

*Agreed-to
August 26,
2014*

27.02 B

The probationary period for an employee covered by 27.02 A 1 (i) shall alternatively also consist of 12 24 full months of non-continuous employment (in periods of at least one full month each) in a 24 48 calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month".

*Agreed-to
August 26,
2014*

If an employee completes less than 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 15 days worked, an additional full month shall be considered to be completed.

27.02 C

~~Notwithstanding anything in this Agreement, it is agreed that every new full-time employee in the bargaining unit, except those on leaves under Article 22, Pregnancy and Parental Leave, shall serve at least one year of active full-time employment in the bargaining unit as a probationary period. Active employment, for the purposes of the probationary period for an employee covered by 27.02 A 1 (i), will include the vacation period and accumulated absences of less than 20 working days.~~

*Agreed-to
August 26,
2014*

27.02 D During the probationary period an employee will be informed in writing of the employee's progress at intervals of four months continuous employment or four full months of accumulated non-continuous employment and a copy given to the employee.

27.02 E A probationary employee may be released ~~during the first five months of continuous or non-continuous accumulated employment following the commencement date of the employee's employment~~ upon at least 30 calendar days' written notice ~~or pay in lieu thereof and during the remainder of the employee's probationary period upon at least 90 calendar days' written notice.~~ If requested by the employee, the reason for such release will be given in writing. *Agreed-to August 26, 2014*

27.02 F The Union Local shall be advised of the date on which an employee completes the probationary period.

Lay-Off Grievances

27.08 B If the grievance is processed through the Grievance Meeting Step 2, the written referral to arbitration in ~~32.02~~ **32.03 A** shall specify, from the positions originally designated in 27.08 A, two full-time positions, or positions occupied by two or more partial-load or part-time employees (the sum of whose duties will form one full-time position), who shall thereafter be the subject matter of the grievance and arbitration. The grievor shall be entitled to arbitrate the grievance thereafter under only one of (i), (ii), (iii), (iv), (v), (vi), (vii), or (viii) of 27.06 A. *Agreed-to June 25, 2014*

Discharge

27.14 B ~~It being understood that the~~ The release or dismissal of ~~an a~~ probationary employee ~~during the probationary period shall not be the subject of a grievance under Article 32, Grievance Procedures from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable,~~ but may be subject to the internal complaint process as referred to in 7.02 (iii). ~~a~~ 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 and Arbitration Procedures, or in the Expedited Arbitration Process. *Agreed-to August 26, 2014*

ARTICLE 28 – EMPLOYMENT STABILITY

- 28.07 A** The CESC shall make any recommendations that it is empowered to make under 27.09 A, 28.04 and 28.05 and any decisions that it is empowered to make under 28.06 by majority vote, subject to 28.07 B and ~~C 28.09~~. The decision of the CESC under 28.06 shall be final and binding on the parties and any employee affected by the decision. In making any decision under 28.06, the CESC shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith. *Agreed-to July 15, 2014*

ARTICLE 31 – PERSONNEL RECORDS

- 31.02** The employee shall receive a copy of any disciplinary notice to be placed in that employee's file. Where the College or ~~a an arbitrator/arbitration board~~ **Board of Arbitration** determines that any suspension or written disciplinary notations were without cause, such suspension or written disciplinary notation and grievances arising thereunder shall be removed from the employee's record. *Agreed-to July 17, 2014*
- 31.04** **The French translation of this Article has been reviewed. No changes were made to the English version.** *Agreed-to July 17, 2014*

ARTICLE 32 – GRIEVANCE AND ARBITRATION PROCEDURES*Agreed-to June 25, 2014***Grievance Procedure***Agreed-to June 25, 2014***Complaints**

- 32.01** It is the mutual desire of the parties 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 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 days after discussion with the employee.

Grievances

32.02

Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under 32.11 C) in the following manner and sequence provided it is presented within seven 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's written decisions at each step shall contain reasons supporting the decision.~~

*Agreed-to
June 25,
2014*

Step One

~~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 days of the receipt of the grievance at which the employee, a Union Steward designated by the Union Local, if the Union Local so requests, the immediate supervisor and the supervisor of that person shall attend and discuss the grievance. If a Human Resources representative is to attend, the Union Local will be given the option of having an additional Union representative present. The immediate supervisor and the supervisor of that person will give the grievor and the Union Steward their decision in writing within seven days following the meeting. If the grievor is not satisfied with the decision, the grievor shall present the grievance in writing at Step Two within 15 days of the day the grievor received such decision.~~

Step Two

~~The grievor shall present the grievance to the College President or the President's designee.~~

~~The College 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 20 days of the presentation, and shall give the grievor and a Union Steward designated by the Union Local a decision in writing within 15 days following the meeting. In addition to the Union Steward, a representative designated by the Union Local shall be present at the meeting if requested by the employee, the Union Local or the College. The College President or the President's designee may have such persons or counsel attend as the College President or the President's designee deems necessary.~~

~~In the event that any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedures, the matter shall then, by notice in writing given to the other party within 15 days of the date of receipt by the grievor of the decision of the College official at Step Two, be referred to arbitration.~~

Grievance Meeting

*Agreed-to
June 25,
2014*

An employee shall present a signed grievance in writing to the College President or his/her designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local or the College. The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.

Response

*Agreed-to
June 25,
2014*

The College President or his/her designee shall give the grievor and a Union Steward designated by the Union Local a decision in writing containing reasons supporting the decision within 15 days following the Grievance Meeting.

Arbitration Procedure

*Agreed-to
June 25,
2014*

32.03 A Referral to Arbitration

In the event that 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 be referred to arbitration, by notice in writing given to the College President or his/her designee within 15 days of the date of receipt by the grievor of the decision of the College official.

32.03 B If a matter is referred to arbitration, the process contained in this Article shall apply or, by mutual agreement of the College and the Union Local, the process contained in Article 33, Expedited Arbitration Process, may be utilized.

*Agreed-to
July 17,
2014*

[New Paragraph] Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a sole arbitrator ~~Board of three arbitrators composed of an arbitrator appointed by each of the College and the Union and a third arbitrator who shall be Chair. The Chair shall be selected from the following panel list:~~

| | |
|-------------------------|----------------------------|
| J. Bloch | R. MacDowell |
| <u>H. Brown</u> | <u>K. O'Neil</u> |
| L. Davie | J. Parmar |
| J. Devlin | <u>M. Picher</u> |
| <u>J. Hayes</u> | P. Picher |
| <u>R. Howe</u> | <u>C. Schmidt</u> |
| N. Jesin | <u>O. Shime</u> |
| <u>W. Kaplan</u> | D. Starkman |
| P. Knopf | <u>L. Steinberg</u> |
| D. Leighton | <u>B. Stephens</u> |
| | <u>J. Stout</u> |
| | <u>S. Tacon</u> |

*Agreed-to
August 19,
2014*

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

*Agreed-to
July 17,
2014*

[New Paragraph] Also, the parties may agree to a supplementary list of persons to act on a single or number of occasions.

~~Following selection of a Chair, the College and the Union shall each appoint its arbitrator within ten days and forthwith notify the other party and the Chair.~~

[New Paragraph] ~~However~~ ~~the~~ ~~College~~ ~~and~~ ~~or~~ ~~the~~ ~~Union~~ may ~~also mutually agree,~~ prior to selection of an arbitrator Chair, decide to have the matter heard by an arbitration board. The selected arbitrator shall chair the board. The College and the Union shall each appoint its nominee within ten days of the appointment of the Chair and forthwith notify the other party and the Chair. arbitration by a sole arbitrator. The sole arbitrator shall be selected from the panel or the supplementary list as in the case of a Chair and the other provisions referring to an arbitration board shall appropriately apply.

32.03 C No person shall be appointed as an arbitrator who is or was within six months prior to such appointment an employee or is or has within six months prior to such appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned. Any Chair who declines to act on five consecutive occasions shall be removed from the panel and a replacement selected by mutual agreement of the parties. *Agreed-to July 17, 2014*

32.03 D The finding of **an arbitrator (or the majority of the arbitrators arbitration board)** 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. *Agreed-to July 17, 2014*

An arbitrator/arbitration board shall send the decision to the Council and OPSEU Head Office at the same time it is released to the parties.

32.03 E The **arbitrator**/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. Section 14 (16) of the *Colleges Collective Bargaining Act, 2008* shall not apply. *Agreed-to July 17, 2014*

32.03 F The College and the Union shall each pay one-half the remuneration and expenses of the **arbitrator** ~~Chair of the arbitration board~~ and **where applicable** shall each pay the remuneration and expenses of **their nominee** ~~the person it appoints as arbitrator~~. *Agreed-to July 17, 2014*

General

32.04 A If the grievor fails to act within the time limits set out ~~at any Complaint or Grievance Step under the Grievance Procedure or Arbitration Procedure~~, the grievance will be considered abandoned. *Agreed-to June 25, 2014*

32.04 B If a designated College 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~~ **grievor may process the grievance to the next stage.** *Agreed-to June 25, 2014*

32.04 C ~~At any Complaint or Grievance Step of the grievance procedure, the time limits at any stage imposed upon either party~~ may be extended by mutual agreement. *Agreed-to June 25, 2014*

- 32.04 D** The time limits set out ~~at the Complaint or Grievance Steps including referral to arbitration under the Grievance Procedure or Arbitration Procedure~~ shall be calculated by excluding the period from Christmas Day to New Year's Day inclusive. *Agreed-to June 25, 2014*
- 32.04 E** At a meeting ~~at any Step of~~ under the Grievance Procedure, the employee may be represented by a Union Steward if the employee desires such assistance. *Agreed-to June 25, 2014*
- 32.04 F** The arbitrator/arbitration board may dispose of a grievance without further notice to any person who is notified of the hearing and fails to appear. *Agreed-to July 17, 2014*
- 32.04 G** Where the arbitrator/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. *Agreed-to July 17, 2014*
- 32.04 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 arbitrator/arbitration board without reference to any other person. However, a Union Steward may be present as an observer, ~~commencing at Step One at any stage of the process~~, if the steward so requests. *Agreed-to June 25, 2014*

Dismissal

- 32.05** ~~It being understood that the~~ The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable. 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 32.06 and 32.07.~~ *Agreed-to August 26, 2014*
- 32.06** An employee who claims to have been dismissed without just cause shall, within 20 days of the date of receipt of the written notification of the dismissal, present a grievance in writing to the College President, or in the absence of the College President, the Acting President, commencing at ~~Step Two of 32.02 the Grievance Meeting stage of the Grievance Procedure~~ 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 the Grievance Procedure Step Two of of 32.02. *Agreed-to June 25, 2014*

Group Grievance

- 32.08** 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 **College President or his/her designee or as designated by the College** within 20 days following the occurrence or origination of the circumstances giving rise to the grievance commencing at **Step One the Grievance Meeting stage of Article 32, Grievance Procedures**. Two grievors of the group shall be entitled to be present at **the Grievance Meetings stage in Step One or Two** unless otherwise mutually agreed.
- Agreed-to
June 25,
2014*

College Grievance

- 32.10** The 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 College President or the President's nominee, to the Union at the College concerned with a copy to the Union Grievance Officer within 20 days following the occurrence or origination of the circumstances giving rise to the grievance, commencing at **Step 2 the Grievance Meeting stage**. Failing settlement at a meeting held within 20 days of the presentation of the grievance, the Union shall give the College its written reply to the grievance in 15 days following the meeting.
- Agreed-to
June 25,
2014*

Failing settlement, such grievance may be referred to arbitration within 20 days of the date the College received the Union's reply.

ARTICLE 35 – DEFINITIONS

- 35.01 B** The terms "regular salary" and "regular pay" when used in this Collective Agreement refer to the employee's rate of compensation resulting from the employee's step placement on the applicable Salary Schedule and additional amounts, if any, received through the application of 11.01 J 2, 11.01 K 4, 14.03 A 3, **14.03 A 5, 14.03 A 6 14.03 A 7** or 15.01 B.
- Agreed-to
June 24,
2014*

APPENDIX V – SESSIONAL EMPLOYEES

(...)

- 4** If a sessional employee is continued in employment for more than the period set out in paragraph 2 of this Appendix, such an employee **shall be considered as having completed the first year of the two year probationary period and will be** thereafter covered by the other provisions of the Agreement. **The balance of** Such an employee's probationary period shall be 12 full months of continuous or non-continuous
- Agreed-to
August 26,
2014*

accumulated employment during the immediately following 24 calendar month period.

(...)

LETTERS OF UNDERSTANDING

Re: Displacement of Part-Time Employees

*Agreed-to
June 10,
2014*

Change the date of this letter from Original: November 28, 1989 to the corrected date of Original: February 25, 1983.

~~Re: Kaplan Award~~

*Agreed-to
June 10,
2014*

Re: Drug Card

The parties agree to maintain the implementation of a pay-direct, point-of-sale drug card for Academic employees.

*Agreed-to
June 11,
2014*

The drug card will not affect the definition of eligible drugs nor any other terms of the Extended Health Care plan. It will strictly provide an alternate payment method for drug claims. The drug card may be used for the purchase of insulin where the necessary documentation from the patient's physician has been submitted. The drug card may be used for the purchase of over-the-counter medications provided that the patient has submitted the necessary documentation from their physician to substantiate the need for the medication in dealing with a chronic condition.

The drug card will provide automatic coordination with a spousal drug card (with a potential outcome of 100% payment through the combined cards).

Any costs associated with maintaining the introduction of the drug card for Academic Full-Time and Partial-Load employees will be treated as a cost to the employer.

JOB CLASSIFICATION PLANS

Section I

Classification Plan for Professors and Counsellors and Librarians

Factors

1. Appointment Factors (...)

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in

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

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

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years) *Translation
agreed-to
August 26,
2014*
 - University Degree - per year (level) completed: 1½ points
(Maximum of 6 years)
 - Formal integrated work/study program such as
P.Eng., C.A., C.G.A., C.M.A. (formerly R.I.A.),
Certified **Journeyman Journeyman*** -
per year (level) completed: 1½ points
(Maximum of 5 years)
- (Note that years included herein are not also to be included under Factor A) *Agreed-to
August 26,
2014*

~~* "Journeyman" to be replaced with appropriate term
when the Trades Qualification and Apprenticeship Act is
amended.~~

(...)

Section II

Classification Plan for Instructors

Factors

2. Appointment Factors (...)

B) Relevant Formal Qualifications

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

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

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points
(Maximum of 6 years)
- Formal integrated work/study program such as
P.Eng., C_rA_r, C_rG_rA_r, C_rM_rA_r (formerly R_rI_rA_r),
Certified **Journeyperson Journeyman*** -
per year (level) completed: 1½ points
(Maximum of 5 years)

*Translation
agreed-to
August 26,
2014*

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

*Agreed-to
August 26,
2014*

~~* "Journeyman" to be replaced with appropriate term
when the *Trades Qualification and Apprenticeship Act* is
amended.~~

(...)

