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MEMORANDUM OF AGREEMENT, effective the
date of signing hereof, being the day of August , 1975.

B E T W E E N:

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

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

- and -

THE CIVIL SERVICE ASSOCIATION OF ONTARIO (INC.)

(hereinafter referred to as the "Union")

RECOGNITION

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

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

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

RELATIONSHIP

- 2.01 The Colleges and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 2.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities on the College premises, except as specifically set out in this Memorandum or by written permission of the College concerned, but such permission shall not be unreasonably withheld.

SALARIES

- 3.01 The minimum and maximum salaries applicable to full-time staff shall be as set out in Appendix I attached hereto.
- 3.02 (a) Persons who teach thirteen hours or more will be salaried, the salary range to be determined according to the proportion that the individual's part-time teaching load is to the average full-time teaching load of the department of the particular College concerned. (This pro-rating of salary does not apply to any full-time teacher who for whatever reason may at some time have a reduced teaching duty of less than thirteen hours per week).
- (b) Persons who teach over six and up to twelve hours per week shall not receive salary, vacations, holidays or fringe benefits (except for coverage of Workmen's Compensation and liability insurance) under this Memorandum and Appendix I, but shall be paid for the performance of each teaching hour at an hourly rate within the range of hourly rates set out in Appendix II.

TEACHING SCHEDULES

- 4.01 (a) The teaching schedules shall be established by the College having regard to such considerations as:
- (i) nature and number of subjects to be taught;
 - (ii) level of teaching and business experience of the faculty and availability of technical and other resource assistance;
 - (iii) necessary academic preparation and student contact;
 - (iv) examination marking and assessing responsibilities;
 - (v) size of class.

- (b) Effective until August 30, 1975 it being understood that educational requirements preclude the establishment of a maximum or specific hours per week on an individual basis because of variables in assignment, the College will establish and maintain teaching schedules which shall normally adhere to the following:

Academic Post Secondary - it is intended that the range of teaching hours be from sixteen to twenty-two hours per week on an individual basis, and on an aggregate Campus or Division basis (whichever is applicable) an average of eighteen to twenty hours per week over the academic year.

Craft, Skill, Elementary and Secondary - it is intended that the range of teaching hours be from twenty-two to twenty-seven hours per week on an individual basis, and on an aggregate Campus or Division basis (whichever is applicable) an average of twenty-four to twenty-six hours per week over the academic year.

- (c) The academic year shall consist of ten months or the aggregate equivalent thereof (except in the case of continuous twelve month programmes as referred to in Section 5.01) and the academic requirements and responsibilities during such period shall include teaching assignments, course preparation, student contact, examination marking, assessing

responsibilities, other assigned functions and responsibilities ancillary to teaching assignments and professional development activities as approved by the Department Chairman.

- (d) It is further understood that if the length of teaching programmes is extended to additional weeks beyond the previous general pattern within a Division, an extension of the teaching period will be taken into account in determining requirements and responsibilities assigned to the teachers affected.

4.02 During the teaching schedule, employees shall not take any employment, consulting or teaching activity outside the College except with the prior written consent of his Department Head which may not be unreasonably withheld.

4.03 (a) Effective August 31, 1975, the Colleges will establish teaching schedules that adhere to the following:

	<u>Group 1</u>	<u>Group 2</u>
	(Academic Post Secondary)	
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.

- (b) The academic year shall be ten (10) months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from 1st September to the following 30th June. The academic year shall in any event permit year round operation and where a College determines the needs of any programme otherwise, then the scheduling of a member in one or both of the months of July and August shall be on a consent or rotational basis.
- (c) The assigned hours of work for counsellors and librarians shall be 35 hours per week.

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

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

VACATIONS

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

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

- 5.02 A librarian or counsellor who has completed one full academic year's service with the College shall be entitled to a vacation of one month as scheduled by the College. If a librarian or counsellor, as a result of local practice at a College, has been receiving greater vacation benefits than one month, such benefits shall continue for the duration of this Memorandum.
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HOLIDAYS

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

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

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

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

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

BEREAVEMENT LEAVE

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

APPOINTMENTS, RESIGNATIONS, REDUCTIONS

- 8.01 An employee will be on probation until he has completed the probationary period which shall be of two years duration. During the probationary period, the employee will be informed of his progress at six month intervals. Also, it is understood that an employee may be released during the first five months following the commencement date of his employment upon at least one (1) month's written notice and during the remainder of his probationary period upon at least three (3) months' written notice.
- 8.02 It being understood that the release of an employee during the probationary period shall not be the subject of a grievance under the Grievance Procedure, an employee who has completed his probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance Procedure.
- 8.03 Resignation An employee may resign by giving at least three (3) months' written notice to the College.
- 8.04 When a College decides that circumstances require a reduction in staff of employees who have completed the probationary period, the following procedures shall apply:
- (a) The college will notify the College Academic Branch President of the staff reduction and the names and classifications of employees affected;
 - (b) within seven calendar days of receipt of such notification, the College and Union Committees shall meet for the purpose of the College advising of the circumstances surrounding the decision to reduce staff and for the parties to discuss the basis of selection of the employees affected;

- (c) following the period of fourteen calendar days after the date of such meeting, written notice of lay-off of not less than three months duration shall be given to employees being laid off;
- (d) the Union shall have the right to have such Representative(s) of the Union as the Union may determine present at meetings with the Colleges under this section, in which event, the College shall have the right to have an equal number of additional representatives of the College attend such meetings. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the giving of notice to individuals affected by the staff reduction;
- (e) a system of seniority will be established for the purpose of effecting layoff, recall and reappointment and which system shall include as a standard the ability to perform the assignment in question;
- (f) nothing in the procedure set out in this Agreement shall affect in any way:
 - (i) the right of an affected employee to grieve that the lay-off or re-appointment has been contrary to the Principles and Standards; or
 - (ii) the rights of the Colleges described in the Principles and Standards.

8.05 The eligibility for re-appointment following lay-off will be for the two year period from the date of lay-off.

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

- 8.07(a) In the event of re-appointment being made by the College, the College shall advise of the names and classifications of the persons re-appointed;
- (b) The College shall notify the Union of all hirings of personnel in any category who are assigned to perform work of the nature and kind performed by members of the bargaining unit and this shall be done not less than semi-annually; and any records with reference to such hirings and appointments shall be available to the Union on the same basis as in the case of lay off and reassignment records. Nothing in this agreement, however, shall obligate the Colleges to make available to the Union any personnel files or other records or documents which would entail a disclosure concerning any matter or function assigned by virtue of section 17 of The Crown Employees Collective Bargaining Act to the Colleges. It is the intention of this contract provision that records in the nature of statistical information on the subjects noted above should, in the most efficient and convenient manner, be made available on a reasonable basis to the Union.

8.08 Service in a College in a faculty position ordinarily outside the bargaining unit, for example, chairman, or in an administrative position, in the course of which teaching assignments have been undertaken in the College other than on an unusual or isolated basis, shall count in computing service for the purpose of the application of the Principles and Standards.

8.09 "Principles and Standards" as used herein in Article 8 shall mean the Principles and Standards as construed in accordance with The Crown Employees Collective Bargaining Act as interpreted in Chapter 5, pages 34 to 59 inclusive, of the Decision of the Board of Arbitration dated March 17, 1975.

GRIEVANCE PROCEDURE

9.01 Definitions

- (a) "Committee Secretary" means the Secretary to the Staff Affairs Committee of the Council of Regents;
- (b) "day" means a calendar day;
- (c) "dismiss" means to dismiss a person from employment for cause, and dismissal has a corresponding meaning;
- (d) "Union" means the Civil Service Association of Ontario (Inc.);
- (e) "employee representative" means
 - (i) a Representative of the Union, nominated by the grievor to act on his behalf at a meeting to discuss the grievance or at a Grievance Board Hearing;
 - (ii) legal counsel nominated by the grievor to act at a Grievance Board Hearing in respect of a dismissal.

It is understood that nothing contained herein shall prevent an employee from presenting personally his grievance up to and including a Hearing by the Grievance Board without reference to any other person.

- (f) "grievance" means a complaint in writing in respect of dismissal, suspension or other disciplinary action or the interpretation or alleged violation of this Memorandum of Agreement setting forth the reasons therefor, together with the clause or clauses allegedly violated; or that the employee has not been promoted or has been demoted, laid off or not been re-appointed, contrary to the governing principles and standards.
- (g) "Grievance Board" means the Public Service Grievance Board;
- (h) "grievor" means an employee covered by the provisions of this Memorandum who has a grievance.

9.02 Dismissal

Sections 9.02 to 9.07 inclusive apply to an employee who is employed by a College and who has completed his probationary period.

9.03 An employee who claims he has been dismissed without cause shall within ten (10) days of the date he is dismissed, present his grievance in writing to the President, and the President shall give the grievor his decision in writing within seven days of receipt of the grievance.

9.04 If the grievor is not satisfied with the decision of the President, the employee shall, within seven (7) days of the day he received the decision, apply to the Grievance Board for a Hearing by submitting to the Chairman of the Grievance Board an application for a Hearing including his grievance and send a copy of such application to the President and the Committee Secretary.

9.05 The determination by the Grievance Board of a grievance under Section 9.04 is final.

9.06 When an application to the Grievance Board is filed:

- (a) the Chairman of the Grievance Board shall deliver a copy thereof to the President of the College concerned and to the Committee Secretary;
- (b) the President concerned shall deliver to the Chairman of the Grievance Board a copy of his reply pursuant to the provisions of Section 9.03;
- (c) the Chairman of the Grievance Board shall fix a time which shall be at the earliest convenience of the Grievance Board, and a place for the Hearing, and shall deliver notice thereof to the grievor, the employee representative, if any, the President of the College concerned and the Committee Secretary;

- 9.07 When an application has been heard, the Grievance Board shall make a report of its finding to the President concerned and shall deliver a copy of the report to the grievor, the employee representative and the Committee Secretary.

9.08 Working Conditions and Terms of Employment

Sections 9.08 to 9.13 inclusive apply to an employee covered by this Memorandum who is employed by a College and who has been so employed continuously for at least the preceding twelve months.

- 9.09 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, he shall discuss it with his immediate Supervisor in order to give his immediate Supervisor an opportunity of adjusting his complaint. Failing settlement, an employee shall present a grievance in writing to his immediate Supervisor in respect of a suspension or other disciplinary action or the interpretation or alleged violation of this Memorandum of Agreement, within fifteen (15) days of the occurrence or origination of the circumstances giving rise to the grievance. The written grievance shall set forth the reasons therefor, together with the clause or clauses allegedly violated. The immediate Supervisor shall give the grievor his decision in writing within seven (7) days following receipt of the grievance.

- 9.10 If the grievor is not satisfied with the decision of his immediate Supervisor, he shall present his grievance in writing within seven (7) calendar days of the day he received the decision to the Dean of the Division in which he is employed. The Dean of the Division or his designee shall give his decision in writing to the grievor within seven (7) days of the presentation.

- 9.11 (a) If the grievor is not satisfied with the decision of the Dean of the Division or his designated official, he shall present his grievance in writing

within seven (7) days of the date he received such decision to the President of the College concerned.

- (b) The President or his designee shall convene a meeting concerning the grievance, at which the grievor shall have an opportunity to be present, within fourteen (14) days of the presentation, and shall give the grievor his decision in writing within seven (7) days following the meeting.

9.12 If the grievor is not satisfied with the decision given under Section 9.11(b), he shall apply in writing to the Grievance Board requesting a Hearing of the grievance within seven (7) days of the date he received the decision of the President or his designee and shall send a copy of such application to the President and the Committee Secretary. However, it is agreed that a grievance shall only be processed to the Grievance Board if it is in respect of a suspension or other disciplinary action or the interpretation or alleged violation of this Memorandum of Agreement.

9.13 When an application is made to the Grievance Board for the Hearing of the grievance, the Grievance Board shall hold a Hearing at the earliest convenience, and at least fourteen (14) days before the Hearing shall notify the grievor, the employee representative, the President of the College concerned and the Committee Secretary of the date, time and place of the Hearing.

- (a) The Grievance Board shall not be authorized to alter, modify or amend any part of the terms of this Memorandum nor to make any decision inconsistent therewith.
- (b) The decision of the Grievance Board in respect of a grievance shall be communicated in writing by registered mail to the grievor, the employee representative, and the President of the College concerned, and the Committee Secretary.
- (c) The determination of a grievance by the Grievance Board under this section is final.

9.14 General

- (a) If the grievor fails to act within the time limits set out at any stage, the grievance will be considered abandoned;
- (b) If an official fails to reply to a grievance within the time limits set out at any stage, the grievor will submit his grievance to the next step of the grievance procedure;
- (c) At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement;
- (d) At a meeting at any stage of the grievance procedure, the employee may be represented by an employee representative if the employee desires such assistance.

9.15 Upon any Hearing under these sections, the Grievance Board has all the powers which may be conferred upon a commissioner under the Public Inquiries Act.

9.16 The Grievance Board may dispose of a grievance without further notice to any person who is notified of the Hearing and fails to appear.

9.17 The Union shall have the right to file a grievance based on a difference arising directly out of the Memorandum of Agreement concerning the alleged violation, interpretation or application of the Memorandum of Agreement. . . Such grievance shall not include any matter upon which an employee is personally entitled to grieve unless the employee's grievance is common to a group of employees. The regular grievance procedure for a grievance peculiar to a single employee shall not be by-passed.

Such grievance shall be presented in writing signed by the Union General Manager or the Union Grievance Officer at Head Office, to the Director of Personnel or as designated by the College, within fourteen (14) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Step 2 of the Grievance Procedure above outlined.

UNION : DEDUCTION

- 10.01 There shall be an automatic deduction of the regular monthly dues from the salaries of those employees on whose behalf such dues are presently being deducted.
- 10.02 The equivalent of the regular monthly membership dues shall also be deducted from the salaries of all new employees.
- 10.03 Dues shall be deducted upon the receipt of written authorization from any other employee as at present.
- 10.04 The amount so deducted shall be remitted to the Union Head Office in accordance with and subject to the conditions set out in the Ontario Regulations, particularly paragraph 4 of Ontario Regulations 403/69. The cheque shall be accompanied by a list of the names and locations of employees from whom the deductions have been made.

UNION BUSINESS

- 11.01 That up to a maximum of five (5) persons per College be released from duty for sufficient time to engage in Union business as required under the Agreement, provided such release does not in the opinion of the President, interfere with the efficient operation of the College.
- 11.02 The release herein recommended to not more than five (5) persons per College at any one time who are engaged in Union business, whether it be negotiation meetings, mediation meetings or arbitration hearings, shall be without detriment to sick leave or other fringe benefits, but they shall not be paid regular salary during such period.

COLLEGE MEETINGS

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

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

- (i) the local application of this Memorandum of Agreement
- (ii) clarification of procedures or conditions causing misunderstanding or grievances and
- (iii) other matters which are mutually agreed upon
- (iv) a complaint by an employee that his individual teaching schedule is unduly onerous, but it is understood that such complaints should be first discussed and attempts made to settle the same made at the department level. If the complaint respecting an employee's individual teaching load is not satisfactorily settled at such meeting, either the Union College Campus Committee, or College, or both, shall request a further meeting, which will include a member of the CSAO staff, and a member of the Ministry of Colleges and Universities, who will again attempt to settle the complaint.

It being understood that the College will continue to make reasonable provision for the safety, health and the environmental conditions of air, light,

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

It is agreed that meetings under this Section shall not concern or entertain matters that are properly the subject of meetings as provided in Section 20.02.

12.03

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

13.01 Basic Life Insurance Plan

Commencing August 1st, 1975, the Colleges agree to amend the present Group Basic Life Insurance Plan to provide term insurance coverage of \$5,000 on the life of the employee and to pay the full premium for employees covered thereby and subject to the eligibility requirements thereof.

13.02 Supplemental Life Insurance Plan

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

13.03 Long Term Income Protection Plan

Commencing August 1st, 1975 the employees shall pay the full premium of the present Long Term Income Protection Plan, the benefit level to be increased to sixty percent (60%) of basic monthly earnings.

14.01 Ontario Health Insurance Plan

Commencing August 1st, 1975 the Colleges agree to pay ninety per cent (90%) toward the premium of the Ontario Health Insurance Plan for employees covered thereby subject to the payment of the balance of the premium by the employee through payroll deduction and subject to the eligibility requirements of the Plan.

15.01 Workmens Compensation

All employees shall be covered by Workmen's Compensation.

16.01 Liability Insurance

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

LEAVE OF ABSENCE

- 17.01 Leave of absence without pay may be granted by the College for legitimate personal reasons.
- 17.02 Leave of absence because of pregnancy shall be granted in accordance with Part 11A of The Employment Standards Act. An employee shall notify the College of her pregnancy during the period of the third to the fifth month thereof.
- 17.03 A Sabbatical Leave of absence may be granted upon the recommendation of the President, by the Board of Governors, subject to the condition that the academic employee return to the College upon the termination of the Sabbatical Leave, provided:
- (a) the academic employee has been a member of the faculty of the College concerned for a period of not less than six years;
 - (b) the applicant notifies the Chairman of his Department in writing on or before February 15th that he plans to apply for a Sabbatical Leave;
 - (c) a suitable substitute can be obtained;
 - (d) the purpose of the leave is for college approved academic research or industrial pursuits;
 - (e) The leave will normally be for a period of twelve months;
 - (f) conditions are that the academic employee upon termination of the Sabbatical Leave will return to the College granting the leave for a period of at least one year failing which, he shall repay the College all salaries and fringe benefits received by him while on Sabbatical Leave;
 - (g) The salary paid to the academic employee will be based on the following scale:

50% of his normal salary after six years of

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

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

MILEAGE ALLOWANCE

18.01 An employee authorized to use his car on approved College business including travelling to assigned duties away from his accustomed work location, (it being understood that when travelling time is considerable this time should be taken into account in assigning duties) shall be paid mileage allowance in accordance with the following:

- (a) For the first five thousand miles driven -
at the rate of 19¢ per mile for the part thereof in Northern Ontario and 18¢ per mile for the part in Southern Ontario;
- (b) For mileage driven over five thousand miles and up to fifteen thousand miles -
at the rate of 14¢ per mile for the part thereof in Northern Ontario and 13¢ per mile for the part thereof in Southern Ontario;
- (c) For mileage driven over fifteen thousand miles
at the rate of 12¢ per mile for the part thereof in Northern Ontario and at the rate of 11¢ per mile for the part thereof in Southern Ontario;
- (d) The boundary between Northern and Southern Ontario shall be -
Healy Lake (Municipal) Road from Healy Lake easterly to its junction with Highway 612; to Highway 103; Highway 103 easterly to its junction with Highway 69; Highway 69 easterly to its junction with Highway 118; Highway 118 through Bracebridge to its junction with Highway 11; Highway 11 northerly to its junction with Highway 60 at Huntsville; Highway 60 easterly to its junction with Highway 62 at Killaloe Station, Highway 62 to Pembroke, the above named highways to be included in southern Ontario;
- (e) For the purpose of this section all mileage outside of Ontario will be at the rates for Southern Ontario.

PERSONNEL RECORDS

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

DURATION

- 20.01 This Memorandum shall take effect commencing with the date of signing (except as to Appendix I which is effective on the dates set out therein), and shall continue in full force and effect until the 31st day of August, 1975, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing within the period of three months prior to the expiration date that it desires to amend this Memorandum.
- 20.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided above. Proposals having application to an individual College only which the parties to this Agreement agree are appropriate for discussion at meetings directly between a College Committee of three members (as appointed under Section 12.01) shall be held at mutually agreed dates during the period of one month following receipt of the notification referred to in Section 20.01. Failing settlement, such proposal(s) may then be included as matters for discussion in the negotiations between the parties of this Memorandum.
- 20.03 During the term of this Memorandum until August 31, 1975 and in recognition of its provisions, it is agreed that no matter shall be considered by the

Ontario Public Services Arbitration Board that
has application to or effect on employees covered
by this Memorandum.

DATED at TORONTO, Ontario, this day of
August, 1975.

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

Chairman, Ontario Council of Regents

Chairman, Staff Affairs Committee

For the Civil Service Association
of Ontario (Inc)

APPENDIX

SALARY SCHEDULE

	<u>Sept.1/73 - Aug.31/74</u>		<u>Sept.1/74-Feb.28/75</u>		<u>Mar.1/75- Aug31/75</u>		
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Mid-Point*</u>	<u>Maximum</u>
Instructor	\$ 7,524	\$12,733	\$ 8,540	\$14,452	\$ 8,796	\$11,841	\$14,886
Affiliate	7,776	14,148	8,826	16,058	9,091	12,816	16,540
Assistant	9,504	15,012	10,787	17,039	11,111	14,331	17,550
Associate	9,936	17,064	11,277	19,368	11,615	15,782	19,949
Master	10,584	18,252	12,013	20,716	12,373	16,855	21,337

Coordinator - An allowance up to \$1,250 above salary.

Senior College Master - A maximum salary of \$2,000 above the Master's maximum salary.

Cambrian, Canadore, Confederation, Northern and Sault Colleges may increase the above maxima by \$6

APPENDIX 1

SALARY SCHEDULE ADDENDUM

	<u>Sept.1/73 - Aug.31/74</u>		<u>Sept.1/74-Feb.28/75</u>		<u>Mar.1/75-Aug.31/75</u>		
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Mid-Point*</u>	<u>Maximum</u>
Librarian I	9,148	12,496	10,633	14,433	10,952	12,909	14,866
Librarian II	10,984	14,331	12,717	16,517	13,099	15,056	17,013
Counsellor I	7,524	12,733	8,540	14,452	8,796	11,841	14,886
Counsellor II	7,776	14,148	8,826	16,058	9,091	12,816	16,540
Counsellor III	9,504	15,012	10,787	17,039	11,111	14,331	17,550
Counsellor IV	9,936	17,064	11,277	19,368	11,615	15,782	19,949
Counsellor V	10,584	18,252	12,013	20,716	12,373	16,855	21,337

*Automatic progression by \$500 increments to mid-point of the range effective March 17, 1975 for increments granted on or

APPENDIX II

1. As referred to in Section 3.02(b) of the Memorandum of Agreement, teachers who teach more than six to not more than twelve hours per week inclusive, shall not receive salary, vacations, holidays or fringe benefits (except for coverage of Workmen's Compensation and Liability Insurance) but shall be paid for the performance of each teaching hour at an hourly rate within the following range:

Minimum - \$8.00 per hour
Maximum - \$20.00 per hour

It being understood that there is no entitlement to any retroactive payment prior to date of execution of the Memorandum, the above range of rates shall take effect commencing August 1st, 1975.

2. It is agreed that Articles 8.01 to 8.07 inclusive of the Memorandum of Agreement have no application to teachers teaching from six to twelve hours per week inclusive or sessional teachers. Such teachers may be released upon two week written notice and shall resign by giving two weeks written notice.

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

- (a) a teacher teaching more than six to not more than twelve hours per week inclusive will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of one half months credit for each full month of service and the probationary period for teachers covered hereby will therefore be of four years continuous duration;
- (b) a teacher hired on a full-time sessional basis shall be entitled to credit for service from September 1, 1971 (but not earlier) and will, upon completion of twelve months sessional service within a twenty-four month period, be considered as having completed the first year of the two year probationary period. If such

a sessional teacher is continued in employment after twelve months sessional service, he shall thereafter be covered by the provisions of the Memorandum of Agreement. It is also understood that sessional appointments will not be used for the purpose of filling continuing full-time position.

(c) For the purpose of computing continuous service:

- (i) a period of absence from the active employ of from one up to four months shall not be included in determining the length of continuous service, but service before and after such period of absence shall be deemed to be continuous and
- (ii) a period of absence from the College's active employ of four months or more shall break the period of continuous service and service before and after such period shall not be deemed continuous service.