

MEMORANDUM OF SETTLEMENT OF ALL
MATTERS IN DISPUTE

BETWEEN:

THE ONTARIO COUNCIL OF REGENTS
of COLLEGES OF APPLIED ARTS &
TECHNOLOGY, Staff Relations Committee

- and -

THE CIVIL SERVICE ASSOCIATION OF ONTARIO
(INC.)

The undersigned representatives of the parties hereby agree to the following basis of settlement of all matters in dispute and unanimously agree to recommend acceptance and ratification hereof to their respective principals.

1. The Memorandum of Understanding to take effect on the date of ratification hereof and to remain in effect until March 31st, 1970.
2. The Memorandum of Understanding to be as attached hereto.
3. Employees in the active employ of a College on the date of ratification shall be paid retroactively for straight-time hours worked during the period from September 1, 1968 to the date of ratification on the basis of the application of the salary ranges set out in Appendix II to the Memorandum. Employees in the active employ of a College on the date of ratification shall be paid retroactively for straight-time hours worked during the period from date of hire to the date of ratification on the basis of the application of salary ranges set out in Appendix II.

April 9th, 1969.

THE CIVIL SERVICE ASSOCIATION OF ONTARIO
(INC.)

Dear Sir:

This will serve to confirm that, in the event disputes occur at a College as to the classification of work and the assignment of employees to a classification that are unresolved after discussions at the College concerned, the Staff Relations Committee agrees to appoint a committee of three to meet with an Association Committee of the same number, in order to provide an opportunity for the Association to discuss the implementation of a uniform classification system. Such meeting(s) shall be held at dates agreed to by the Committees, provided there are matters which the Committee agree require discussion.

Yours truly,

Negotiating Committee for the Staff Relations
Committee

per

(signed) *H.H. Shore*

(signed) *I.M. Bronfman*

(signed) *R.W. Taylor*

(signed) *Reginald H. Smith*

(signed) *J.R. Crandall*

MEMORANDUM OF UNDERSTANDING, made this
13th day of May 1969.

BETWEEN:

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

(hereinafter referred to as the "College" or "Col-
leges")

- and -

THE CIVIL SERVICE ASSOCIATION OF
ONTARIO (INC.)
(hereinafter referred to as the "Association")

RECOGNITION

1.01 The Association is recognized as the exclusive collective bargaining agent for all non-academic employees of the Colleges, save and except foremen and supervisor, persons above the rank of foreman or supervisor, employees performing duties that require the use of confidential information relating to employee relations and budgets, persons regularly employed for not more than twenty-four hours per week and persons employed temporarily during the College vacation periods. College personnel excluded from the application of this Memorandum include those in the positions set out in Appendix I hereto.

RELATIONSHIP

2.01 The Colleges and the Association 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 employee's membership or non-membership in the Association or because of his activity or lack of activity in the Association.

2.02 The Association further agrees that there will be no solicitation for membership or collection of dues during working hours. The Association further agrees that there will be no Association activities on the premises of the Colleges, except as specifically referred to in this Memorandum or in writing by the College.

WAGES

3.01 The salary and wage ranges of rates shall be as set out in Appendix II hereto.

3.02 Subject to satisfactory performance of duties, an employee shall progress by annual increments to the maximum of the appropriate range. Such increments may be withheld for cause in which case the employee shall be notified in writing that the increment is being denied. Withholding of an increment may be the subject of a grievance provided it is filed within ten (10) days following such written notification.

HOURS OF WORK

4.01 (a) The normal work week for office and administrative employees such as:

Library Technician
Clerk General
Operator Telephone Switchboard
Clerical Stenographer
Clerical Typist
Secretary
Operator Key Punch
Operator Off-Set Equipment
Technician
Technologist

will be thirty-five (35), thirty-six and one-quarter (36¼) or thirty-seven and one-half (37½) hours per week as designated by the College for the employee group concerned.

(b) The normal work week for maintenance and building employees, such as:

Stationary Engineer
Caretaker
Building Cleaner & Helper
Cleaner
Maid
Cook
Clerk Supply
Maintenance Handyman
Tradesman

will be forty (40) hours per week as designated by the College for the employee group concerned.

(c) It is understood that the provisions of this section are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever.

4.02(a) An employee in a classification referred to in paragraph (a) of Section 4.01 scheduled on a normal work week of less than or of thirty-seven and one-half (37½) hours shall be paid at the employee's equivalent hourly rate for authorized work performed up to thirty-seven and one-half (37½) hours in the week concerned and at the overtime rate of time and one-half the employee's equivalent hourly rate for authorized work performed over thirty-seven and one-half (37½) hours in the week concerned.

(b) An employee in a classification referred to in paragraph (b) of Section 4.01 and scheduled on a normal work week of forty (40) hours per week shall be paid at the overtime rate of time and one-half the employee's hourly rate for authorized work performed over forty (40) hours in the week concerned or in excess of eight (8) hours per day.

HOLIDAYS

(c) There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is payable.

(d) The term "equivalent hourly rate" shall be the quotient of the employee's weekly salary rate divided by the number of hours constituting the normal work week (for example - 35, 36¼, 37½ or 40 as the case may be). The equivalent hourly rates for the minimum and maximum rates shall be as set out in Appendix II.

4.03 Authorized work performed on a holiday as defined in paragraph 5.01 of this Memorandum or, in place of the holiday on the day observed in lieu thereof pursuant to paragraph 5.03, shall be paid at the rate of time and one-half the employee's equivalent hourly rate.

4.04 Where an employee has left the College on the completion of his regular scheduled shift after which he is called back before the commencement of his next regular scheduled shift, he shall receive payment for a minimum of four hours overtime at time and one-half of his regular rate of pay, except to the extent that such period of four hours overlaps or extends into his regular shift.

5.01 An employee who has completed one continuous month's service will receive his regular rate of pay for his normally scheduled hours (up to a maximum of eight hours) for the following holidays provided they occur or are celebrated by the College on a regularly scheduled working day:

New Year's Day

Good Friday

Victoria Day

Dominion Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Two holidays specified by the College

5.02 In order to qualify for payment of the holiday concerned, the employee must work the full scheduled shift on the work day immediately before the holiday and the full scheduled shift on the work day immediately following the holiday, unless absent for reasons satisfactory to the College.

5.03(a) For an employee scheduled on a normal work week of Monday to Friday inclusive, when a holiday, as defined in paragraph 5.01 falls on a Saturday or Sunday, the College shall designate a day in lieu thereof.

(b) For an employee scheduled on a seven day continuous work schedule, when a holiday, as defined in paragraph 5.01 falls on an employee's regular day off, the College shall designate a day in lieu thereof.

5.04 When a holiday falls within an employee's vacation period, he shall be granted an additional day off at a date designated by the College or pay in lieu thereof if the employee so requests.

VACATION

6.01(a) An employee on the active payroll of the College who has completed one year's continuous service on June 30th, shall be granted two weeks vacation with pay.

(b) An employee on the active payroll of the College who has completed three years continuous service on June 30th shall be granted three weeks vacation with pay.

(c) An employee on the active payroll of the College who has completed twenty years continuous service on June 30th shall be granted four weeks vacation with pay.

(d) Vacation pay shall be computed on the basis of the employee's regular wages based on his normal hours of work.

(e) In determining the period of continuous service above, an employee's previous uninterrupted service with the College immediately prior to and consecutive with its establishment as a College of Applied Arts & Technology shall be included.

COMPASSIONATE LEAVE

7.01 On the death of an employee's parent, spouse, child, brother or sister and in order to attend the funeral, an employee may be granted leave of absence without loss of pay, at the discretion of the College.

JURY DUTY

8.01 An employee who has completed three (3) months continuous service and who is called for jury duty will receive for each day of absence from work therefor the difference between pay lost (computed at the employee's equivalent hourly rate for the number of normal hours the employee would otherwise have worked exclusive of overtime and other forms of premium pay) and the amount of jury fee received, provided the employee furnishes the College with a certificate of service signed by the Clerk of the Court, showing the amount of jury fee received.

LEAVE OF ABSENCE

9.01 Leave of absence without pay may be granted by the College for legitimate personal reasons.

9.02 An employee who has at least one year of continuous service may apply to her College for maternity leave. When it is not practicable to grant such a leave of absence, an employee whose service terminates because of pregnancy shall be given preference for a future vacancy which occurs during the period of twelve (12) months from date of termination if she is suitable and qualified to perform the work concerned. An employee rehired under this provision shall be credited with her previous seniority as of the date of termination.

9.03 Leave of absence without pay may be granted to employees to attend conventions, schools and seminars conducted by the Association and shall not be unreasonably withheld.

SENIORITY

10.01 An employee will be on probation until he has completed six (6) consecutive months of employment with the College, which period may be extended by the College for a further period of six (6) consecutive months. Upon completion of such probationary period, he shall acquire seniority in his grade and classification in the College concerned. Seniority thus acquired shall be exercisable within his grade and classification in the manner set out in this section.

10.02 When the College decides the circumstances require a reduction of personnel in a grade of a classification and where the qualifications of employees as assessed by the College are relatively equal, the seniority of employees in the grade concerned shall apply. When the College decides to recall employees and where the qualifications of employees as assessed by the College are relatively equal, the seniority of employees in the grade concerned shall apply.

10.03 Seniority shall be lost and employment deemed to be terminated if the employee:

- (a) voluntarily quits;
- (b) is discharged for cause, unless such discharge is reversed through the grievance procedure;
- (c) is laid off for a period in excess of six months;
- (d) overstays a leave of absence without the written permission of the College;
- (e) utilizes a leave of absence for other than the reason for which such leave of absence was granted; or
- (f) being laid off fails to notify the college of his intention to return to work within five days following mailing of a registered letter to his last recorded address with the College or having provided such notification, if the employee fails to return to work within ten days from the date of mailing of such registered letter.

10.04 An employee with seniority who requests employment and is accepted into employment in another College, shall be credited with his previous seniority upon satisfactory completion of the probationary period concerned.

10.05 The College shall prepare and send a copy of a seniority list once each year to the Association. An additional copy of such seniority list shall be made available for inspection by an employee on request.

NO STRIKES AND NO LOCK OUTS

11.01 The College agrees that there will be no lock-out of employees and the Association agrees there will be no strike or other action which interferes with work, operations or administration of the institution or picketing of any kind or form whatsoever, however peaceful.

COLLEGE MEETINGS

12.01 The Association may appoint a Committee at each College composed of three members from among employees with at least six months continuous service in order to meet with representatives of the College to discuss matters both the College and the Association agree to be properly the subject of joint discussions. Monthly meetings may be held with an equal number of representatives appointed by the College concerned, at mutually satisfactory times, provided that an agenda is submitted by the party desiring the meeting at least two weeks in advance of the date proposed.

GRIEVANCE PROCEDURE

13.01 *Definitions:*

- (a) "Board" means the Public Service Grievance Board
- (b) "dismiss" means to dismiss a person from employment for cause, and dismissal has a corresponding meaning.
- (c) "employee association" means the Civil Service Association of Ontario Inc.

(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.

13.12 If the grievor is not satisfied with the decision given under Section 13.11(b) he shall refer the grievance to the Council of Regents and the Council of Regents shall give the grievor its decision in writing within seven (7) days of the referral.

However, it is agreed that a grievance shall only be referred to the Council of Regents and processed thereafter to the Board if it is a complaint in respect of a suspension or other disciplinary action or the interpretation or alleged violation of this Memorandum of Understanding setting forth the reasons therefor, together with the clause or clauses alleged to be violated.

13.13(a) If the grievor is not satisfied with the decision of the Council of Regents given under Section 13.12, he shall apply in writing to the Board within seven (7) days for a hearing of the grievance.

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

(c) The 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.

(d) The decision of the 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 Council of Regents.

(e) The determination of a grievance by the Board under this section is final.

General

13.14(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 stop 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.

13.15 Upon any hearing under these sections, the Board has all the powers which may be conferred upon a commissioner under The Public Inquiries Act.

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

DEDUCTIONS

14.01 The College will deduct the uniform regular monthly dues of the Association from the pay of employees who authorize such deduction by completion of a properly authenticated authorization in the form set out in Appendix III hereto. Such deductions shall be made from the first pay each month and remitted to the Head Office of the Association by cheque within thirty (30) days. Any such authorization shall take effect as of the next regular deduction date after receipt by the College. The Association shall advise the College of the amount of the regular monthly dues that is uniformly levied in accordance with the Association's Constitution or By-laws. The Association agrees to keep the College harmless from any claim by an employee arising out of the deduction arrangement herein set out.

NOTICES

15.01 Association notices that receive the prior approval of the College may be posted on notice boards designated by the College.

15.02 The Association will not distribute, post, cause or permit to be distributed or posted on the College's property, for or on its behalf, any pamphlets, advertising or political matter, cards, notices or other kinds of written material except with the prior permission of the College.

INSURANCE

16.01 The College agrees to pay:

- (i) seventy-five per cent (75%) of the monthly premium of the present basic Life Insurance Plan in effect on the date of execution hereof;
 - (ii) seventy-five per cent (75%) of the monthly premium of the present Basic Medical Insurance Plan in effect on the date of execution hereof;
- subject to the payment of the balance of the premium by an employee through payroll deduction and subject to the eligibility requirements provided under such Plans.

WORKMEN'S COMPENSATION

17.01 All employees shall be covered by Workmen's Compensation with the exception of those Colleges which may continue to provide an alternate insured programme during the term of this Agreement.

GENERAL

18.01 Rest periods or coffee facilities shall be as established by the College following discussion with the Association Committee for the College concerned, if requested.

18.02 The College shall provide a copy of this Agreement to a new employee.

DURATION

19.01 This Memorandum shall continue in full force and effect until the 31st of March, 1970 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing within the period of two months prior to the expiration date that it desires to amend this Memorandum.

19.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided above.

APPENDIX II

Budget Analyst
 Head Bookkeeper (supervisory position)
 Payroll and Personnel Clerk
 Assistant Superintendent of Plant and Property
 Building (Maintenance) Supervisor/Foreman
 Supervisor/Foreman, Caretaking/Janitorial Services
 Chief Engineer
 Educational Resources Supervisor
 (Audio-Visual Supervisor)
 Confidential Secretary to
 President
 Vice-President
 Assistant to President
 Executive Secretary to the Board of Governors
 Business Administrator, Comptroller, Bursar
 and/or Treasurer
 Dean and/or Principal
 Director of Extension and/or Manpower Training
 Superintendent of Plant and Property
 Personnel Officer

CLASSIFICATION	HOURLY WAGE RATES				
Clerk 1 General	1.74	1.81	1.88	1.96	2.04
Clerk 2 General	2.21	2.30	2.40	2.50	2.58
Clerk 3 General	2.58	2.69	2.79	2.90	3.02
Clerk 4 General	2.91	3.03	3.15	3.28	3.41
Operator Telephone Switchboard	1.97	2.05	2.13	2.21	2.31
Clerical Stenographer 1	1.97	2.05	2.13	2.22	
Clerical Stenographer 2	2.21	2.30	2.40	2.50	2.58
Clerical Stenographer 3	2.48	2.59	2.69	2.79	2.91
Clerical Typist 1	1.82	1.89	1.97	2.05	2.14
Clerical Typist 2	2.14	2.23	2.32	2.41	2.50
Clerical Typist 3	2.29	2.39	2.49	2.59	2.69
Secretary 3	2.48	2.59	2.69	2.79	2.91
Secretary 4	2.70	2.80	2.91	3.03	3.16
Operator 2 Key Punch	2.21	2.30	2.40	2.50	2.58
Operator 2 Offset Library	2.48	2.59	2.69	2.79	2.91
Library Technician 1	2.11	2.19	2.28	2.37	2.47
Library Technician 2	2.55	2.65	2.75	2.86	2.99
Library Technician 3	3.23	3.36	3.50	3.64	3.76

It is further understood that support staff, such as librarians and counsellors, do not fall within the non-academic employees.

Nursing						
(Certificate)	2.76	2.87	2.99			
Nurse 1 Clinic	3.21	3.34	3.48	3.62		
Technician 1						
1.99 2.07	2.15	2.24	2.33	2.42	2.52	
Technician 2	2.87	2.99	3.11	3.23	3.36	
Technician 3	3.62	3.76	3.91	4.07	4.23	
Technologist	4.13	4.30	4.47	4.65	4.83	
Stationary						
Engineer 1	2.94	3.06	3.18			
Stationary						
Engineer 2	3.30	3.43				
Caretaker 1	2.49	2.59				
Caretaker 2	2.59	2.69				
Buildings Cleaner						
and Helper 1	2.37	2.47				
Cleaner 1	1.97	2.05				
Maid 1 Food						
Service	2.01	2.09				
Cook 1	2.18	2.27	2.36			
Clerk 2 Supply	2.34	2.44	2.54			
Clerk 3 Supply	2.44	2.54	2.64	2.74	2.85	
Maintenance						
Handyman	2.59	2.69	2.79	2.90	3.02	
Tradesman						
Journeyman	3.43	3.57				

APPENDIX III

I hereby authorize the Council of Regents for Colleges of Applied Arts and Technology and/or the Board of Governors of _____ College to deduct the membership fee of the Association, excluding arrears, as approved at any Annual Meeting (or Special Meeting called for the purpose) from my salary and remit same to the Association.

It is understood that this authorization may be revoked by me at any time by written notice; such notice to take effect the month following receipt of same.

Date Signature.....
Name of College