

## MEMORANDUM OF SETTLEMENT

Between:                   The College Compensation and Appointments Council  
                                  for the Colleges of Applied Arts and Technology ("the Council")

and

                                  The Ontario Public Service Employees Union  
                                  for Academic Employees ("the Union")

The undersigned representatives of the parties hereby agree to unanimously recommend ratification of the following terms of settlement of a renewal agreement to their respective principals:

1. The Collective Agreement, expiring August 31, 2003, shall be continued except as amended by this Memorandum.
2. The Collective Agreement shall be amended by those terms and conditions agreed to between the parties as set out in Appendix 1 to this Memorandum (9 pages).
3. The Collective Agreement shall be amended by those terms and conditions agreed to between the parties as set out in Appendix 2 to this Memorandum (10 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. The Collective Agreement shall expire on August 31, 2005.
6. All other items are hereby withdrawn.

Dated this 2<sup>nd</sup> day of March, 2004, at Toronto, Ontario.

For the Council:

Shelagh Gill  
Raymond Guindon  
Jim Connell  
Sally Roy  
Christiane Émond  
Ian McArdle

For the Union:

Ted Montgomery  
Sandi Webster  
Sherri Rosen  
Jeffrey Arbus  
Harry Plummer  
Gary Fordyce  
Peter McKeracher  
John Ford

**Salary Schedules for full-time Professors, Counsellors and Librarians**

**14.03 A 1 (a)** The following table indicates the annual base salary paid at each step on the Salary Schedule to **full-time** Professors, Counsellors and Librarians.

STEP LEVEL	<u>Effective</u> <u>September 1, 2003</u> (3%)	<u>Effective</u> <u>April 1, 2004</u> (0.5%)	<u>Effective</u> <u>September 1, 2004</u> (2%)	<u>Effective</u> <u>April 1, 2005</u> (1.8%)
Step 3	<u>\$42,437</u>	<u>\$42,649</u>	<u>\$43,502</u>	<u>\$44,285</u>
Step 4	<u>\$44,584</u>	<u>\$44,806</u>	<u>\$45,703</u>	<u>\$46,525</u>
Step 5	<u>\$46,726</u>	<u>\$46,960</u>	<u>\$47,899</u>	<u>\$48,761</u>
Step 6	<u>\$48,871</u>	<u>\$49,116</u>	<u>\$50,098</u>	<u>\$51,000</u>
Step 7	<u>\$51,017</u>	<u>\$51,272</u>	<u>\$52,297</u>	<u>\$53,239</u>
Step 8	<u>\$53,160</u>	<u>\$53,426</u>	<u>\$54,495</u>	<u>\$55,476</u>
Step 9	<u>\$55,305</u>	<u>\$55,581</u>	<u>\$56,693</u>	<u>\$57,713</u>
Step 10	<u>\$57,449</u>	<u>\$57,737</u>	<u>\$58,891</u>	<u>\$59,951</u>
Step 11	<u>\$59,594</u>	<u>\$59,892</u>	<u>\$61,090</u>	<u>\$62,189</u>
Step 12	<u>\$61,738</u>	<u>\$62,047</u>	<u>\$63,288</u>	<u>\$64,427</u>
Step 13	<u>\$63,884</u>	<u>\$64,203</u>	<u>\$65,487</u>	<u>\$66,666</u>
Step 14	<u>\$66,028</u>	<u>\$66,358</u>	<u>\$67,685</u>	<u>\$68,904</u>
Step 15	<u>\$68,174</u>	<u>\$68,515</u>	<u>\$69,885</u>	<u>\$71,143</u>
Step 16	<u>\$70,312</u>	<u>\$70,663</u>	<u>\$72,077</u>	<u>\$73,374</u>
Step 17	<u>\$72,451</u>	<u>\$72,813</u>	<u>\$74,270</u>	<u>\$75,607</u>
Step 18	<u>\$74,588</u>	<u>\$74,961</u>	<u>\$76,461</u>	<u>\$77,837</u>
Step 19	<u>\$76,727</u>	<u>\$77,110</u>	<u>\$78,653</u>	<u>\$80,068</u>
Step 20	<u>\$78,864</u>	<u>\$79,258</u>	<u>\$80,843</u>	<u>\$82,299</u>

**Salary Schedules for full-time Instructors**

**14.03 A 2 (c)** The following table indicates the annual base salary paid at each step on the Salary Schedule to full-time Instructors.

<b>STEP LEVEL</b>	<b>Effective September 1, 2003 (3%)</b>	<b>Effective April 1, 2004 (0.5%)</b>	<b>Effective September 1, 2004 (2%)</b>	<b>Effective April 1, 2005 (1.8%)</b>
<b>Minimum</b>	<b><u>\$30,738</u></b>	<b><u>\$30,892</u></b>	<b><u>\$31,510</u></b>	<b><u>\$32,077</u></b>
<b>Step 1</b>	<b><u>\$32,886</u></b>	<b><u>\$33,050</u></b>	<b><u>\$33,711</u></b>	<b><u>\$34,318</u></b>
<b>Step 2</b>	<b><u>\$35,028</u></b>	<b><u>\$35,203</u></b>	<b><u>\$35,907</u></b>	<b><u>\$36,554</u></b>
<b>Step 3</b>	<b><u>\$37,172</u></b>	<b><u>\$37,358</u></b>	<b><u>\$38,105</u></b>	<b><u>\$38,791</u></b>
<b>Step 4</b>	<b><u>\$39,318</u></b>	<b><u>\$39,515</u></b>	<b><u>\$40,305</u></b>	<b><u>\$41,031</u></b>
<b>Step 5*</b>	<b><u>\$41,463</u></b>	<b><u>\$41,670</u></b>	<b><u>\$42,503</u></b>	<b><u>\$43,268</u></b>
<b>Step 6</b>	<b><u>\$43,606</u></b>	<b><u>\$43,824</u></b>	<b><u>\$44,701</u></b>	<b><u>\$45,505</u></b>
<b>Step 7</b>	<b><u>\$45,752</u></b>	<b><u>\$45,980</u></b>	<b><u>\$46,900</u></b>	<b><u>\$47,744</u></b>
<b>Step 8</b>	<b><u>\$47,897</u></b>	<b><u>\$48,137</u></b>	<b><u>\$49,099</u></b>	<b><u>\$49,983</u></b>
<b>Step 9</b>	<b><u>\$50,042</u></b>	<b><u>\$50,292</u></b>	<b><u>\$51,298</u></b>	<b><u>\$52,221</u></b>
<b>Step 10</b>	<b><u>\$52,186</u></b>	<b><u>\$52,447</u></b>	<b><u>\$53,496</u></b>	<b><u>\$54,459</u></b>

\* Control Point of Range

**26.04** The following tables indicate the hourly rate paid at each step for partial-load employees. For progression on the grid, refer to 26.10 B.

### Post-Secondary Partial-Load Professors

STEP LEVEL	<u>Effective</u> <u>September 1, 2003</u> <u>(3%)</u>	<u>Effective</u> <u>April 1, 2004</u> <u>(0.5%)</u>	<u>Effective</u> <u>September 1, 2004</u> <u>(2%)</u>	<u>Effective</u> <u>April 1, 2005</u> <u>(1.8%)</u>
Step 3	<u>\$56.70</u>	<u>\$56.99</u>	<u>\$58.12</u>	<u>\$59.17</u>
Step 4	<u>\$59.55</u>	<u>\$59.85</u>	<u>\$61.05</u>	<u>\$62.15</u>
Step 5	<u>\$62.42</u>	<u>\$62.73</u>	<u>\$63.98</u>	<u>\$65.14</u>
Step 6	<u>\$65.30</u>	<u>\$65.63</u>	<u>\$66.94</u>	<u>\$68.15</u>
Step 7	<u>\$68.17</u>	<u>\$68.51</u>	<u>\$69.88</u>	<u>\$71.13</u>
Step 8	<u>\$71.03</u>	<u>\$71.38</u>	<u>\$72.81</u>	<u>\$74.12</u>
Step 9	<u>\$73.90</u>	<u>\$74.27</u>	<u>\$75.76</u>	<u>\$77.12</u>
Step 10	<u>\$76.75</u>	<u>\$77.13</u>	<u>\$78.67</u>	<u>\$80.09</u>
Step 11	<u>\$79.62</u>	<u>\$80.02</u>	<u>\$81.62</u>	<u>\$83.09</u>
Step 12	<u>\$82.49</u>	<u>\$82.91</u>	<u>\$84.56</u>	<u>\$86.09</u>
Step 13	<u>\$85.35</u>	<u>\$85.77</u>	<u>\$87.49</u>	<u>\$89.06</u>
Step 14	<u>\$88.22</u>	<u>\$88.66</u>	<u>\$90.43</u>	<u>\$92.06</u>
Step 15	<u>\$91.08</u>	<u>\$91.54</u>	<u>\$93.37</u>	<u>\$95.05</u>
Step 16	<u>\$93.94</u>	<u>\$94.41</u>	<u>\$96.29</u>	<u>\$98.03</u>
Step 17	<u>\$96.82</u>	<u>\$97.30</u>	<u>\$99.25</u>	<u>\$101.04</u>
Step 18	<u>\$99.68</u>	<u>\$100.18</u>	<u>\$102.19</u>	<u>\$104.02</u>
Step 19	<u>\$102.56</u>	<u>\$103.07</u>	<u>\$105.13</u>	<u>\$107.02</u>
Step 20	<u>\$105.43</u>	<u>\$105.96</u>	<u>\$108.08</u>	<u>\$110.02</u>

## Non-Post-Secondary Partial-Load Professors

STEP LEVEL	<u>Effective</u> <u>September 1, 2003</u> (3%)	<u>Effective</u> <u>April 1, 2004</u> (0.5%)	<u>Effective</u> <u>September 1, 2004</u> (2%)	<u>Effective</u> <u>April 1, 2005</u> (1.8%)
Step 3	<u>\$51.02</u>	<u>\$51.27</u>	<u>\$52.30</u>	<u>\$53.24</u>
Step 4	<u>\$53.61</u>	<u>\$53.88</u>	<u>\$54.96</u>	<u>\$55.95</u>
Step 5	<u>\$56.19</u>	<u>\$56.47</u>	<u>\$57.60</u>	<u>\$58.63</u>
Step 6	<u>\$58.78</u>	<u>\$59.08</u>	<u>\$60.26</u>	<u>\$61.34</u>
Step 7	<u>\$61.34</u>	<u>\$61.64</u>	<u>\$62.88</u>	<u>\$64.01</u>
Step 8	<u>\$63.92</u>	<u>\$64.24</u>	<u>\$65.53</u>	<u>\$66.71</u>
Step 9	<u>\$66.51</u>	<u>\$66.84</u>	<u>\$68.18</u>	<u>\$69.40</u>
Step 10	<u>\$69.08</u>	<u>\$69.43</u>	<u>\$70.82</u>	<u>\$72.09</u>
Step 11	<u>\$71.66</u>	<u>\$72.02</u>	<u>\$73.46</u>	<u>\$74.78</u>
Step 12	<u>\$74.23</u>	<u>\$74.60</u>	<u>\$76.10</u>	<u>\$77.47</u>
Step 13	<u>\$76.83</u>	<u>\$77.21</u>	<u>\$78.76</u>	<u>\$80.17</u>
Step 14	<u>\$79.40</u>	<u>\$79.80</u>	<u>\$81.40</u>	<u>\$82.86</u>
Step 15	<u>\$81.97</u>	<u>\$82.38</u>	<u>\$84.02</u>	<u>\$85.54</u>
Step 16	<u>\$84.55</u>	<u>\$84.98</u>	<u>\$86.67</u>	<u>\$88.24</u>
Step 17	<u>\$87.14</u>	<u>\$87.57</u>	<u>\$89.33</u>	<u>\$90.93</u>
Step 18	<u>\$89.72</u>	<u>\$90.17</u>	<u>\$91.98</u>	<u>\$93.63</u>
Step 19	<u>\$92.31</u>	<u>\$92.77</u>	<u>\$94.63</u>	<u>\$96.33</u>
Step 20	<u>\$96.04</u>	<u>\$96.52</u>	<u>\$98.45</u>	<u>\$100.22</u>

**Post-Secondary Partial-Load Instructors**

STEP LEVEL	<u>Effective</u> <u>September 1, 2003</u> (3%)	<u>Effective</u> <u>April 1, 2004</u> (0.5%)	<u>Effective</u> <u>September 1, 2004</u> (2%)	<u>Effective</u> <u>April 1, 2005</u> (1.8%)
Minimum	\$41.06	\$41.26	\$42.09	\$42.84
Step 1	\$43.94	\$44.16	\$45.04	\$45.85
Step 2	\$46.79	\$47.03	\$47.97	\$48.83
Step 3	\$49.66	\$49.90	\$50.90	\$51.82
Step 4	\$52.52	\$52.78	\$53.84	\$54.81
Step 5*	\$55.40	\$55.68	\$56.79	\$57.82
Step 6	\$58.27	\$58.56	\$59.73	\$60.80
Step 7	\$61.12	\$61.43	\$62.65	\$63.78
Step 8	\$63.97	\$64.29	\$65.58	\$66.76
Step 9	\$66.83	\$67.16	\$68.50	\$69.74
Step 10	\$69.72	\$70.07	\$71.47	\$72.76

**Non-Post-Secondary Partial-Load Instructors**

STEP LEVEL	<u>Effective</u> <u>September 1, 2003</u> (3%)	<u>Effective</u> <u>April 1, 2004</u> (0.5%)	<u>Effective</u> <u>September 1, 2004</u> (2%)	<u>Effective</u> <u>April 1, 2005</u> (1.8%)
Minimum	\$36.95	\$37.13	\$37.87	\$38.56
Step 1	\$39.53	\$39.73	\$40.52	\$41.25
Step 2	\$42.11	\$42.32	\$43.16	\$43.94
Step 3	\$44.70	\$44.93	\$45.82	\$46.65
Step 4	\$47.26	\$47.49	\$48.44	\$49.31
Step 5*	\$49.85	\$50.10	\$51.10	\$52.02
Step 6	\$52.43	\$52.69	\$53.74	\$54.71
Step 7	\$54.99	\$55.27	\$56.37	\$57.39
Step 8	\$57.59	\$57.88	\$59.03	\$60.10
Step 9	\$60.15	\$60.45	\$61.66	\$62.77
Step 10	\$62.76	\$63.07	\$64.33	\$65.49

**ARTICLE 11 - WORKLOAD****LETTER OF UNDERSTANDING (NEW)****Re: Workload Task Force**

**In that both parties have made proposals to adjust Article 11 in the last two rounds of negotiations and they have been unable to find mutually acceptable ways to make such adjustments, the parties agree to strike a joint task force to discuss and examine issues relating to Article 11 in more detail in an effort to assist the parties in negotiations.**

**In order to implement the task force, the Union and the Council shall each appoint three persons to sit on the task force. One person appointed by each party will be designated as a co-chair.**

**The appointments shall be completed within 3 months of the ratification of this Collective Agreement.**

**The task force shall discuss and examine the following issues relating to the assignment of work to full-time faculty under Article 11:**

- **time spent in preparation, evaluation and feedback, and complementary functions**
- **impact of e-learning and other alternative instructional modes**
- **impact of class size**
- **impact of total student numbers**
- **curriculum development**
- **professional development**
- **scheduling of teaching contact hours**
- **equitable assignment of workload to full-time faculty**
- **impact on full-time faculty workload resulting from the use of non full-time faculty**
- **impact of applied degrees**
- **workload agreements**
- **the Standard Workload Form**

**and any other matters deemed appropriate by the task force.**

**The task force will report its findings, including possible amendments to the workload formula and any recommendations, to the parties by November 30, 2004.**

**Funding for the task force, including any costs associated with research or consultation as may be mutually agreed, shall be shared equally by the parties. The College will be reimbursed for time spent by the Union representatives on the task force in accordance with Article 8.02.**

**ARTICLE 14 - SALARIES**

**14.03 A 6** Recognition Allowance - Effective September 1, 2002, a full-time employee who has remained at Step 20 on the salary grid for one year or more will receive an annual recognition allowance of \$700 to be applied to his or her base salary. **Effective April 1, 2005, the recognition allowance will be adjusted so that a full-time employee who has remained at Step 20 on the salary grid for one year or more will receive an annual recognition allowance of \$1,400 to be applied to his or her base salary.**

**ARTICLE 27 - JOB SECURITY**

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

- (i) in the College's active employ;
- (ii) **employed and** absent through verified illness or injury ~~and/or leave of absence for up to 24 months;~~
- (iii) **on a College-approved leave of absence for up to 24 months;**
- (iv) on a College-approved leave of absence on an exchange program;
- (v) on a College-approved professional development leave of absence; or
- (vi) on a College-approved secondment for up to 24 months.
- (vii) **temporarily assigned within the College to a position outside the bargaining unit, for up to 24 months.**  
**A person may not combine such assignments to accrue greater than 24 months seniority under this section (vii).**

**27.03 E 3** A person who is covered by the Agreement and is **permanently** assigned a position with the College outside the Agreement after August 31, 1978, will be credited with and maintain seniority as at the date of assignment for six years thereafter while in the employ of the College. **Should such person be permanently assigned to a position outside of the bargaining unit, within six months following a temporary assignment within the College outside the bargaining unit, the seniority accumulated during the temporary assignment shall not be credited to the person.**

**ARTICLE 36 - DURATION**

**36.01** This Agreement shall take effect commencing on the date of signing and shall have no retroactive effect or application (except Salary Schedules in Article 14 and Article 26, ~~the Recognition Allowance in 14.03 A 6, and Benefits Improvements in Article 19~~) and shall continue in full force and effect until **August 31, 2005**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing in January, **2005**, that it desires to amend this Agreement.

**LETTER OF UNDERSTANDING (NEW)****Re: Return-to-Work**

**Every College shall have a Return-to-Work policy within six months from the date of ratification to support injured and ill employees in returning to work. The College agrees to consult with the Local Union in establishing its Return-to-Work policy or in adjusting its existing policy. The College's Return-to-Work policy will consist of:**

- **a statement of commitment that, pursuant to the obligations contained in the Ontario Human Rights Code, as interpreted by relevant case law, the College is committed to accommodating employee's return to work;**
- **a statement of commitment that describes how the policy will operate at the College;**
- **strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed;**
- **a description of the roles and responsibilities for the various stakeholders involved in the Return-to-Work process;**
- **a Return-to-Work process that outlines the steps to be followed in managing individual return to work cases, including Return-to-Work teams which include the Return-to-Work coordinator, the supervisor, the employee, and his/her Union representative;**
- **a dispute resolution process;**
- **a communications and training component;**
- **a continuous improvement component that sets out a process for regular reviews of the policy. The College agrees to confer with and receive any recommendations from the Local Union, when reviewing the policy.**

**32.04 A** 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. Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a 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:

G. Brent	R. MacDowell
H. Brown	R. McLaren
<del>K. Burkett</del>	M. Mitchnick
D. Carter	M. Picher
L. Davie	P. Picher
J. Devlin	O. Shime
R. Howe	D. Starkman
P. Knopf	S. Tacon

(...)

**LETTER OF UNDERSTANDING (NEW)****Re: Alternative Insurance Plan for Retirees**

**The parties agree that there shall be a committee comprising three persons appointed by OPSEU and three persons appointed by the Council. The committee shall investigate the feasibility of instituting an "alternative insurance plan" to be made available to all retirees.**

**If the committee concurs that such a plan is feasible then the committee shall undertake to establish an "alternative insurance plan" which shall reflect the overriding principle that the coverage provided be a single, comprehensive policy designed to protect the subscriber from excessive health and dental costs. The plan would not provide the same health and dental coverage as the current benefit provisions. Accordingly, the alternative plan may have restrictions including but not limited to:**

- **No coverage for regular, predictable expenditures**
- **Restricted access to paraprofessional**
- **Annual deductibles and annual maximums for each paraprofessional group**
- **An annual deductible for medicines and supplies**
- **No coverage for semi-private hospital**
- **No coverage for out-of-country**
- **Benefit periods for vision and hearing coverage which reflect normal industry benefit periods rather than calendar periods**

**Amendments to coverage under any such alternate plans which is in keeping with negotiated amendments to academic health, dental, vision, and hearing care coverage shall be assessed by the JIC Appendix IV for possible inclusion.**

**The committee will complete its tasks no later than 6 months following the date of ratification. The College will be reimbursed for time spent by the union representatives on the subcommittee in accordance with Article 8.02.**

*\* Modify all occurrences of the "Council of Regents" in the Collective Agreement to **"College Compensation and Appointments Council"**.*

## **BENEFIT IMPROVEMENTS**

Effective the first of the month following the date of ratification or such reasonable time as may be required, the benefit plans will be modified as follows:

- acupuncturists will be added to the list of paramedical services;
- the optional life benefit coverage will be increased to \$140,000 (increases are subject to medical examinations). The full premiums are to be paid by the employees;
- a critical illness/catastrophic event insurance will be made available to employees with the full premiums to be paid by the employees.

## **ARTICLE 11 - WORKLOAD**

**11.02 C 1** The functions of the WMG shall include:

- (v) making recommendations to the College and Union Local committees appointed under Article 7, Union/College Committee (**Local**), as to amendments or additions to the provisions governing workload assignments at the College for local negotiation in accordance with 11.02 G in order to address particular workload needs at the College.

**11.02 C 2** The WMG shall in its consideration have regard to such variables affecting assignments as:

**(xiii) level of complexity and rate of change in curriculum.**

**ARTICLE 14 - SALARIES****Maximum Salary Table**

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

Letter Re: Post-Retirement Benefits

The parties agree that the Joint Insurance Committee shall create a Subcommittee to undertake a study of Post-Retirement Benefits.

The study shall include an examination of plan design and premium costs.

The study shall consider enrolment, rating, benefit levels, and any other issues that the Subcommittee agrees may be pertinent.

The Subcommittee will be composed as follows:

- ~~— three persons appointed by OPSEU~~
- ~~— three persons appointed by the Council of Regents~~

The Subcommittee shall meet to establish procedures to accomplish the task and shall conclude work and finalize the report to the parties by October 1, 2002.

The College will be reimbursed for time spent by the Union representatives on the Subcommittee in accordance with 8.02.

**ARTICLE 17 - SHORT-TERM DISABILITY PLAN (STD)****Protection of Existing Rights**

**17.01 H** Notwithstanding 17.01 G, employees hired **into the academic bargaining unit** before April 1, 1991, shall be entitled to utilize available credits (or portions thereof) at the time of retirement, termination of employment or lay-off as a lump-sum gratuity calculated in accordance with the terms of the pre-existing Cumulative Sick Leave Plans, where applicable and where the employee is eligible and shall not exceed the amount of one-half the employee's annual base salary as of the date of separation.

**ARTICLE 21 - LEAVES OF ABSENCE**

**21.02** Leave of absence for personal reasons, ~~religious leave~~ and special leave in extenuating personal circumstances may be granted at the discretion of the College without loss of regular salary. Where leave of absence for personal reasons is denied, reasons shall be given in writing to the applicant where requested.

**21.03 (New and renumber subsequent) Leave of absence for religious leave may be granted at the discretion of the College, in accordance with existing human rights standards regarding accommodations, without loss of regular salary. Where leave of absence for religious reasons is denied, reasons shall be given in writing to the applicant where requested.**

**21.04** ~~21.03~~ 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, grandparent or grandchild ~~and in order to attend or arrange the funeral~~, an employee shall be granted leave of absence of three or more days without loss of regular salary, the duration of the leave to be at the discretion of the College.

It is understood that 21.02 is applicable to employees seeking bereavement leave related to the death of persons not identified in 21.03.

## Grievances

**32.03** Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under 32.12 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.

### 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 ~~the President's~~ 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.

**Dismissal**

**32.07** 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 32.03** and the President shall convene a meeting and give the grievor and the Union Steward the President's decision in accordance with the provisions of Step Two of 32.03.

**LETTER OF UNDERSTANDING (NEW)****Re: Central Registry**

The Council shall investigate the feasibility of establishing and maintaining a central electronic registry of vacancies referred to in Article 27.11 A. Within 6 months of the signing of the Collective Agreement, the Council will share its proposal for implementation with the Union negotiating team. If the Union negotiating team is in agreement, it will be implemented. This letter of understanding shall not be used in any way to extend leaves under Article 8.03 beyond the signing of this Collective Agreement.

If such registry is implemented,

- when a College posts a vacancy it shall forward the notice to the Central Registry.
- the notice forwarded will remain posted for at least five working days.
- Colleges will no longer forward copies of the notice to other Colleges.