



**TERMS AND CONDITIONS OF EMPLOYMENT**

**FOR**

**ADMINISTRATIVE STAFF**

**Ontario Colleges of Applied Arts and Technology**

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## **PREAMBLE**

The Terms and Conditions of Employment for Administrative Staff cover all probationary and regular full-time Administrative Staff employed by Fleming College (the College). Regular full-time is defined as ongoing employment with the College, subject to termination, resignation or retirement. The College is responsible for establishing and making any changes to the Terms and Conditions of Employment except the following:

- The Group Insurance Benefit Plans (Section 3.1) which are the responsibility of the College Compensation and Appointments Council;
- The Pension Plans (Section 3.4), which are the responsibilities of the CAAT Pension Plan and the Ontario Teachers' Pension Plan.

Subject to the provisions of the Terms and Conditions of Employment for Administrative Staff, the College retains the right to direct and control all operations, programs and facilities and to decide staffing requirements and assignments.

## **1. APPOINTMENTS**

### **1.1 Letter of Appointment**

All appointments will be made in writing and a written letter of acceptance will constitute a contract of employment. The letter of appointment will confirm the position's salary range, annual salary, and probationary period and will state that the Terms and Conditions of Employment for Administrative Staff contain important details about the contract of employment, are a condition of employment and apply to the new employee. A copy of the Terms and Conditions of Employment for Administrative Staff will be included with the offer of appointment.

### **1.2 Probationary Period**

Normally a period of one (1) year for persons hired from outside the College. No renewed probationary periods will be permitted for appointments made from within the College, once the first probationary period has been completed.

### **1.3 Responsibilities**

The responsibilities of a position will be explained to the incumbent at the time of appointment, although incumbents should be aware that responsibilities are subject to modification in relation to organizational and/or operational changes. The College's official job description of the position will be provided to the new employee and reviewed annually thereafter.

### **1.4 Outside Employment**

Employees may undertake employment external to the College, with the written permission of the College, providing that, in the opinion of the College, the activity will not interfere with the performance of the employee's duties, or constitute a conflict of interest.

## **1.5 Job Opportunities**

The College will normally post notice of job opportunities (exclusive of temporary secondments) that result from vacant or newly created positions in order to permit application from current employees. Such notice will be posted within the College for a period of not less than five (5) working days. The College has the sole discretion to determine when a vacancy exists.

## **2. SALARY**

### **2.1 Job Evaluation**

The College, in accordance with policies approved by the Board of Governors, shall administer the CAAT Job Evaluation System, which is used to evaluate Administrative positions. The incumbent of each position will be informed of the payband and salary range assigned to his/her position.

### **2.2 Administration of Salary**

The College in accordance with guidelines approved by the Board of Governors shall establish and implement a compensation policy and program for Administrative Staff.

### **2.3 Re-evaluation to a Lower Payband**

Operational and organizational changes occur at the College on a regular basis. During the course of employment, it is possible that a position may be re-evaluated in a manner which impacts the salary band and/or salary range. If such a re-evaluation occurs, the employee will be given as much notice as possible and the following procedure will apply to minimize the impact of any such change.

Administrative staff that have their position downgraded and their annual salary is above the new salary range maximum shall have their annual salary "half-circled" until such time that the new salary range increases sufficiently to include their actual salary rate. "Half circled" means that when a general increase is granted to the base salary ranges, the employee shall be eligible for a salary increase equal to one half of that general increase, assuming the employee is performing at a satisfactory level.

## **3. EMPLOYEE BENEFITS AND ENTITLEMENTS**

### **3.1 Group Insurance Benefits**

Eligible Administrative Staff are covered by a range of group insurance benefits. Participation is mandatory, except where optional coverage is indicated. Detailed information pertaining to benefit coverage may be found in the Group Insurance Benefit Plan booklet as amended from time to time by the policyholder, the College Compensation and Appointments Council. All entitlements to benefits under the plans shall be in accordance with the terms of the group contract.

### **a) Survivor Benefits**

Survivor benefits are available for Eligible Dependents of Administrative employees who are participating in the Dependent coverage portion of the Group Insurance Plan. Detailed information regarding Survivor Benefits may be found in the Group Insurance Benefit Plan booklet.

## **3.2 Retirement Benefits**

The College agrees 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:

1. The retired employee shall pay to the College quarterly in advance, the full cost of benefits that he/she enrolled in.
2. 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 by notifying the College in writing 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 November 1, 1987.
3. Insurable benefits payable under OHIP, the Ontario Drug Benefit Plan or another Canadian medicare plan equivalent to OHIP from another province or territory 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, as amended from time to time by the policyholder, the College Compensation and Appointments Council.

## **3.3 Short Term Disability Plan**

The Short Term Disability Plan is not an insurance plan. It is an income replacement plan paid to all eligible full-time Administrative staff by the College. Details can be found in the Group Insurance Benefit Plan booklet.

## **3.4 Pension Plan**

All persons appointed subsequent to January 1, 1972, are required to contribute to a College pension plan administered by the CAAT Pension Plan in accordance with the terms of the CAAT pension plan.

Employees with valid Ontario teaching certificates who began contributing to the Ontario Teachers' Pension Plan prior to January 1, 1972, will be allowed to continue this practice.

Normal retirement under both plans is age sixty-five (65).

The CAAT Pension Plan operates under the joint sponsorship of the Boards of Governors of the 24 Colleges, the Ontario Public Service Employees Union (OPSEU) and the Ontario College Administrative Staff Association (OCASA).

### **3.5 Holidays**

Employees will receive the following holidays with pay at their regular salary:

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

and Christmas Day and New Year's Day, and the days in between.

### **3.6 Vacation**

#### **a) Entitlement**

In accordance with the College's vacation year, employees will receive vacation entitlement at a time approved by the College, according to the following schedule:

Twenty-two (22) paid working days vacation after one (1) year of continuous service, and one (1) additional paid vacation day for each additional year of continuous service, with a maximum vacation entitlement of thirty (30) paid working days. Staff with less than one (1) years' service will be granted vacation on a prorated basis.

#### **b) Carryover**

Subject to the approval of the President or designate, an employee may carryover a maximum of 25 vacation days at June 30<sup>th</sup> each year. Any vacation day balances that exceed 25 days at June 30<sup>th</sup>, are adjusted to remove the excess days. These days are not eligible for use at a later date nor is there any cash value calculated or paid. In other words, unused vacation in excess of 25 days will not be paid out.

### **3.7 Leaves**

#### **a) Personal Leave without Pay**

Leave of absence without pay may be granted by the College for legitimate personal reasons. The leave would not normally exceed twelve (12) months unless extended by the President or designate. Where applicable, it is expected that an employee will use their statutory leaves under the Employment Standards Act, 2000 prior to requesting a Personal Leave Without Pay.

If the leave is sufficiently lengthy to hinder an evaluation for purposes of merit increases or

promotion, such increases or promotion may be withheld or deferred upon the employee's return, as warranted by the particular circumstances.

#### **b) Personal Leave with Pay**

Leave of absence for personal reasons and special leave in extenuating personal circumstances may be granted at the sole discretion of the College.

#### **c) Pregnancy and Parental Leave**

##### **i) Pregnancy Leave**

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks leave of absence without pay, for the purpose of childbirth. The leave of absence shall be in accordance with the provisions of the Employment Standards Act, 2000.

##### **ii) Parental Leave**

An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence without pay, provided the employee applies in writing two (2) weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the provisions of the Employment Standards Act, 2000.

A leave of absence of up to thirty-seven (37) weeks is also available to any other new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the Employment Standards Act, 2000. Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a child.

##### **iii) Supplementary Unemployment Benefit Plan**

An employee entitled to a pregnancy and/or parental leave under this section, who provides the College with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 22 or 23, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

Payments made according to the Supplementary Unemployment Benefit plan will consist of the following:

- for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the salary that the employee would otherwise have earned during the period; and
- for the balance of the period during which the employee is eligible to receive unemployment insurance benefits pursuant to Section 22 or 23, Employment Insurance Act, S.C. 1996, c.23, payments equivalent to the difference between the

sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the regular salary which the employee would otherwise have earned during such period.

**iv) Compliance with Employment Insurance Act**

Notwithstanding the above, the terms of this plan will be construed so that it complies with Regulation 37(2) of the EI Act.

The employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. (Reference: 37(2)(h) EI Regulations).

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under the plan. (Reference 37(2)(i) EI Regulations).

**v) Group Insurance Benefits and Pension Coverage**

An employee who goes on a pregnancy or parental leave in accordance with the Employment Standards Act (Ontario) shall have insured benefits and pension plan coverage continued during the period of the leave in accordance with the Employment Standards Act, 2000.

**vi) Vacation**

The College will not require an employee to take vacation concurrently with pregnancy or parental leave.

**d) Bereavement Leave**

On the death of an employee's parent, spouse (including a common-law or same-sex partner), child, step child, brother, sister, mother-in-law, father-in-law, brother-in-law sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild or guardian, an employee shall be granted leave of absence of three (3) or more days without loss of pay in order to attend at or make arrangements for the funeral. The duration of the leave will be decided at the discretion of the College.

**e) Jury/Witness Duty**

In the event an employee is subpoenaed to act as a Crown witness or juror, all fees paid by the court shall be turned over by the employee to the College. The College will maintain an employee's regular rate of remuneration while he or she is absent for Crown witness or jury duty.



## **f) Prepaid Leave Plan (PLP)**

### **i) Introduction**

The prepaid leave plan has been developed to afford employees the opportunity of taking a leave of absence of between six (6) months and one (1) year and to finance the leave through deferral of wages in an appropriate amount that will be accumulated and together with interest be paid out at the commencement of the leave.

### **ii) Eligibility**

An employee having three (3) years' service with the College is eligible to participate in the Plan, in accordance with the conditions set out in this section.

### **iii) Application**

An employee who meets the eligibility criteria as above must make a written application to the President or designate of the College at least three (3) months in advance of the proposed commencement date of participation in the Plan. The application must set out the deferral program as requested.

### **iv) Approval**

Approval of individual requests to participate in the Plan, the duration of the leave, the deferral period, and the percentage of wages deferred shall rest solely with the College.

### **v) Deferral**

The deferral period over which wages are deferred shall be to a maximum of five (5) years.

### **vi) Duration of Leave**

The length of leave shall not exceed one (1) year.

### **vii) Written Agreement**

The College and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

### **viii) Terms and Conditions**

The payment of wages and benefits, and other terms and conditions shall be as follows:

### **1) Deferral Period and Wages**

The deferral period can be any period agreed to between the College and the employee provided that the percent and the amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of participation in the Prepaid Leave Plan. During the deferral period preceding the leave, the employee will be paid a reduced salary, in accordance with the written agreement between the College and the employee. The remaining amount of his/her salary will be deferred and this accumulated amount, plus any interest earned, shall be retained for the participant by the College to finance the period of leave.

### **2) Interest Rate**

The calculation of interest under the terms of this plan shall be monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a 1-year term deposit, a 3-year term deposit, and a 5-year term deposit. The rates for each of these accounts will be those set out in writing by the bank branch with which the College deals. If, at the last day of any month, any one or more of the above accounts is not offered by the bank with which the College deals, then the interest rates on the remaining accounts will be averaged.

Interest calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount on deposit to the participant's credit will be sent to the participant by the College

### **3) Benefits Structuring**

During the deferral period, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had he/she not been in the Plan.

### **4) Premium Cost**

A participant's coverage for Life Insurance, Long-Term Disability, Extended Health Care (including Vision and Hearing), and Dental Care coverage, in effect immediately prior to the leave, will be maintained by the College during his/her leave of absence, if eligibility conditions permit; however, the premium costs of all such Plans shall be paid by the participant during the leave.

### **5) Leave (Benefits Structuring)**

During the leave, any benefits related to salary shall be structured according

to the salary the participant would have received immediately prior to the leave had he/she not been in the Plan.

**6) Payout**

At the commencement of the period of leave, the College shall pay to the participant the moneys standing to his/her credit, including interest, but less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed. If by mutual agreement, the employee chooses to have some of the deferred amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.

**7) Assignment on Return**

On return from leave, a participant will normally be assigned to the position he/she held prior to the leave.

**8) Applicability of Benefits**

Short Term and Long Term Disability benefits shall not be available during the leave, nor shall vacation be taken during the leave, nor shall vacation entitlements accumulate. However, service for the purpose of determining the level of vacation entitlement shall include the period of leave.

Notwithstanding Section 3.6 (Carryover) above, a participant may, in the year or years prior to the leave, defer sufficient vacation credit so that, in the vacation year of his/her return to work, he/she will have up to his/her normal vacation entitlement.

**9) Withdrawal Rights**

A participant may, with the approval of the College, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness) anytime up to three (3) months prior to commencement of the leave. An employee withdrawing from the Plan shall be paid a lump sum amount equal to moneys deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

**10) Leave Deferral**

The College may, not less than three (3) months prior to the commencement of the leave, defer the period of the leave. In this instance, a participant may choose to remain in the Plan, or receive payment as in "Withdrawal Rights" (3.7 (f)(viii) 9) above. Should a leave deferral result in a leave of absence being taken later than the intended period, any moneys accumulated will

continue to accumulate interest until the leave is granted. Deferrals are subject to the provisions of the Income Tax Act (Canada).

#### **11) On Leaving Employment**

Any participant who resigns or is terminated prior to commencement of the leave shall cease to be a participant in the Plan, and shall receive payment as in "Withdrawal Rights" (3.7(f) (viii) 9) above.

#### **12) Death Clause**

Should a participant die while enrolled in the Plan, any moneys accumulated, plus interest accrued at the date of death, will be paid to his/her estate. Every agreement entered into as in "Written Agreement" (3.7(f)(vii)) above, shall state that monies paid to the estate of an employee under this section are a "right or thing" within the meaning of the Income Tax Act (Canada) and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act (Canada).

#### **13) Serious Illness**

Should a participant be unable to take the leave when scheduled because of serious injury or illness occurring before the commencement of the leave, he/she may cancel the leave and receive payment as in "Withdrawal Rights" (3.7(f)(viii) 9) above or, with the consent of the College, defer the leave to a mutually agreeable time and in accordance with the Income Tax Act (Canada).

#### **14) Income Tax**

During each taxation year, the participating employee's income tax liability shall be in accordance with the Income Tax Act (Canada) and directives from Canada Revenue Agency. Similarly, the withholding tax deducted at source by the College shall be in accordance with the Income Tax Act (Canada) and directives from Canada Revenue Agency.

## **g) Professional Development Leave**

Professional development leave may be granted to regular full-time and regular part-time, non-probationary Administrative employees for a period of up to twelve (12) months in duration for the purpose of professional development, at up to 100% of normal salary and benefits.

Normally employees are required to apply a minimum of six months in advance of the requested leave start date in order to ensure sufficient lead time for the College to appoint an interim replacement or otherwise disposition their normal work responsibilities.

An employee must have a performance rating of Above Expectations or Exceeds Expectations for the most recent performance year in order to be considered for a professional development leave. In order to qualify for a paid leave at 80% or more, up to 100% of regular salary, the employee must have received a performance rating of Above Expectations or Exceeds Expectations for at least the two most recent consecutive performance periods.

All applications below executive level are reviewed and approved (or declined, with reasons), by the Senior Management Team once endorsed by the responsible executive. Applications at the executive level are reviewed and approved (or declined, with reasons) by the Board of Governors or delegate(s) thereof.

Approved professional development leaves may also be subject to reasonable conditions such as returning to work for a specific time period on completion of the leave, failing which repayment is required on a prorated basis. Any income earned during a professional development leave offsets the employee's Fleming College salary and employees on approved professional development leaves have a responsibility to inform the College of such earnings. Lump sum performance bonus awards, if applicable, are prorated for any period of professional development leave during the relevant fiscal year(s).

Employees whose applications are approved by SMT will be required to accept all applicable terms and conditions identified by SMT, in writing, before the leave is considered fully approved.

## **4. LIABILITY COVERAGE**

The College will provide for coverage of an employee's liability while performing duties or tasks required and authorized by the College or customarily performed as part of an employee's duties.

## **5. EMPLOYEE RIGHTS**

### **5.1 Ontario Human Rights Code**

The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the College because of race, ancestry,

place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status and handicap.

Where the College is satisfied that an employee requires an accommodation to which the Ontario Human Rights Code applies, the College recognizes its obligation to accommodate the employee. The employee will cooperate with the accommodation efforts of the College.

## **5.2 Work of Personal Nature**

Employees shall not be required to do work of a personal nature that is not connected with the operation of the College.

# **6. EMPLOYEE EVALUATION**

## **6.1 Performance Assessment**

A copy of an employee's performance assessment, as part of the Salary and Performance Compensation Program, or any other job performance assessment that is to be filed on the employee's record shall be given to the employee in advance. The employee shall initial the appraisal after reading the supervisor's comments within seven (7) days of its receipt. If the employee wishes, he/she may add his/her views to the appraisal within the seven (7) day period.

## **6.2 Disciplinary Notice**

An employee shall receive a copy of any formal disciplinary notice to be placed in his/her personnel file.

## **6.3 Access to Personnel File**

An employee shall be entitled to reasonable access to his/her official personnel file to examine performance appraisals and disciplinary notices.

## **6.4 Removal of Notices from File**

An employee may, once each calendar year, request the removal of a disciplinary notice that has been in his/her official personnel file for more than one (1) year. The removal of such a notice shall be at the discretion of the College.

# **7. HEALTH AND SAFETY**

The College shall make reasonable provisions for the conditions of health and safety in the employees' work areas in the College by conforming to the provisions of the Occupational Health and Safety Act and Regulations.

## **8. COPYRIGHT AND PATENT**

Except as may be otherwise mutually agreed between an employee and the College, work produced by an employee for the purpose of advancing the educational objectives of the College or work produced with College resources shall be the property of the College. Other work produced by an employee on his/her own time shall be the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada).

## **9. ADMINISTRATIVE STAFF REDUCTIONS/TERMINATION FROM EMPLOYMENT**

### **9.1 Administrative Staff Reductions**

In the event that the College decides to reduce the number of full-time Administrative staff, and full-time Administrative employees are to be released and separated from employment, the College shall advise in writing the Administrative employee(s) directly affected by the decision and the employee(s) may request a meeting with the President or designate to discuss the surrounding circumstances. A meeting will be held between the President or designate and the employee(s) affected within fifteen (15) days of the request for a meeting. The employee(s) may request another person to assist at the meeting and may also have legal counsel present provided the employee gives reasonable notice of their intention to have such assistance. The President or designate may have an equal number of persons to assist him/her at the meeting.

At the meeting, the President or designate will outline the circumstances surrounding the decision to reduce the Administrative staff. If requested, the President or designate will review and discuss the availability of alternative positions within the College for which an employee has the qualifications, suitability and competence to perform, and any other relevant factors.

In the event the College decides to proceed with the severance of an employee, the College's decision is final and the arbitration procedure does not apply to such a matter. The terms of severance are covered in section 9.3.

### **9.2 Employee Resignation**

Due to operational requirements, employees wishing to resign are required to submit a written resignation thirty (30) calendar days prior to the effective date of termination in order to ensure a proper transition of work responsibilities. A shorter period of notice may be mutually agreed upon between the college and the employee.

### **9.3 College Dismissal**

If terminated by the College, an employee who has completed the one-year probationary period will receive only the greater of:

- Written notice of at least ninety (90) calendar days, or pay in lieu of such notice. Where notice of termination is provided to employees with at least five years of service, those employees will also receive a severance payment equivalent to one week's wages per year of service at the time of the termination;

**OR**

- Their entitlements under the Employment Standards Act, 2000

If the reasons for termination are such as to warrant immediate discharge, no notice or pay in lieu of notice will be given.

For an employee who has not completed the probationary period (more than 3 months but less than 1 year), only the provisions of the Employment Standards Act, 2000 will apply, and the employee will receive one week's written notice or pay equivalent to one week's wages in lieu of notice.

#### **9.4 Sick-Leave Termination Gratuity**

Administrative staff entitled to a cumulative sick-leave gratuity for "frozen credits" will be entitled to a cash payment calculated in accordance with an established formula published in the Group Insurance Benefit Plan booklet.

### **10. KILOMETRAGE ALLOWANCE**

The Kilometrage allowance shall be the same as that established by the Government of Ontario.

### **11. COMPLAINTS AS TO TERMS AND CONDITIONS OF EMPLOYMENT**

#### **11.1 Initial Complaint**

An employee who considers that the College is not acting in accordance with the terms and conditions of employment between him or her and the College (other than with respect to the question of dismissal or reduction of staff) may make a written request to the President or designate for a meeting to discuss the matter. A meeting will then be scheduled within three (3) weeks of the request (it being understood that a reasonable effort should have been made to resolve the issue between the President or designate and the employee) and the employee may request another administrative employee also covered by the Terms and Conditions of Employment to be present at the meeting.

The decision of the President or designate will be delivered in writing to the employee within ten (10) days of the meeting. It is understood that the President or designate may have an equal number of persons to assist him/her as the employee may have at the meeting. The



decision of the President or designate is final and the arbitration procedure does not apply to such a matter.

## **11.2 Appeal Procedure**

### **a) Purpose**

The appeal procedure provides a right of appeal in the case of dismissal to certain employees of the College who do not have access to formal grievance procedure.

### **b) Application**

The appeal procedure applies to all full-time employees of the College who have completed their probationary period, other than those whose terms and conditions of employment are governed by collective agreements, and certain senior administrative officers of the College who are specifically excluded from the scope of this appeal procedure by the Board of Governors on the recommendation of the President. A list of those senior administrative officers who are excluded from this appeal procedure shall be published annually.

In addition, the appeal procedure does not apply to an employee whose employment is terminated in accordance with the expiry provisions of an individual contract or employment that has not been renewed by the College.

### **c) Complaints as to Dismissal**

An employee to whom the appeal procedure applies who considers that he or she has been unjustly dismissed by the College may lodge a complaint in writing with the President or designate of the College as long as the complaint is made within fourteen (14) days after the discharge is effective. A meeting will then be held between the President or designate and the employee within fifteen (15) days of the complaint being lodged. The employee may request another person to assist at the meeting and may also have his/her legal counsel in attendance. The President or designate may have an equal number of persons to assist him/her. The decision of the President or designate will be delivered in writing to the employee within ten (10) days of the meeting.

### **d) Arbitration of Complaints as to Dismissal**

If the complaint (including an allegation by an employee separated from employment through reduction of administrative staff complement that the College has not acted in good faith and that the employee has in fact been discharged) is not resolved under the foregoing procedure to the satisfaction of the employee, the employee may within ten (10) days after receiving the decision of the President or designate, notify the President or designate of his/her desire to submit the complaint to arbitration in lieu of any other legal proceeding that he/she may pursue. The notice shall be in the form of the schedule attached to this appeal procedure.

The President or designate shall, upon receipt of this notice in writing confer with the employee in order to appoint a mutually acceptable arbitrator within fifteen (15) working days. If the

parties are unable to agree on an arbitrator, the President or designate shall request, in writing, the Ministry of Labour to appoint an impartial arbitrator. The appointment shall be made within fifteen (15) days of receipt of the request by the Ministry of Labour.

The arbitrator shall hear and determine the complaint and shall issue a decision, which shall be final and binding upon the College and the employee. The decision may include reinstatement of employment with or without compensation, but compensation shall not exceed the amount that the employee would have been paid but for dismissal.

The arbitrator's decision shall not add to, delete from, modify or otherwise amend the provisions of any of the terms and conditions of employment between the College and the employee.

The arbitrator has the same powers as an arbitrator under Section 14(12) of the Colleges Collective Bargaining Act, 2008.

The College and the employee shall each pay one-half ( $\frac{1}{2}$ ) the remuneration and expenses of the arbitrator except when the arbitrator determines that the College will pay part or all of the employee's share.

The Statutory Powers Procedures Act, does not apply to proceedings under this Appeal Procedure.

The parties expressly exclude the application of all provisions of the Arbitration Act, 1991 except as provided for in Section 3 of the Act.

Where the arbitrator determines that the dismissal of the employee is excessive, he/she may substitute such other penalty as he/she considers just and reasonable in all circumstances.

When an appeal has been heard the arbitrator shall deliver a written copy of his/her findings and decision to the parties.

## Sample of Procedure for the Administrative Staff

In the matter of an appeal to an arbitrator pursuant to the provisions of the appeal.

I, \_\_\_\_\_, an employee of \_\_\_\_\_  
College of Applied Arts and Technology, hereby request that my complaint as to my dismissal  
by the college be dealt with, in accordance with the procedure set out in the Appeal Procedure  
for Administrative Staff in effect at the Colleges of Applied Arts and Technology.

In consideration of my complaint being submitted to an arbitrator in accordance with the  
Appeal Procedure, I understand and agree that I will not take any action or legal proceeding  
against the college, arising out of my dismissal or termination of employment by the college. I  
further understand and agree that the decision to be made by the arbitrator shall be final and  
binding on me and I undertake to abide by the decision of the arbitrator.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ .

Signed:

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MEMORANDUM TO: **Chair, Board or Governors of the College**

FROM: **College President**

RE: **Appeal Procedure for Administrative Staff**

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I am submitting herewith a list of classifications of senior administrative officer of the college,  
which, in my recommendation, should properly be excluded from the scope of the Appeal  
Procedure for Administrative Staff.

I would ask that the Board of Governors approve my recommendation.