

Memorandum of Settlement

BETWEEN: College Employer Council
For Colleges of Applied Arts and
Technology (hereinafter referred to
as "~~The Council~~ **CEC**")

AND: Ontario Public Service Employees Union
Syndicat des employés de la fonction publique de
l'Ontario (OPSEU/SEFPO)
For Part-Time Support Staff Employees
(hereinafter referred to as "The Union")

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties agree that the term of the collective agreement shall be from ***February 1, 2021 to January 31, 2024.***
4. The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on **January 31, 2021**, together with the following amendments:
 - (a) All matters settled and agreed to by the parties and attached hereto as **Appendix A.**
 - (b) All Letters of Understanding in the Collective agreement are renewed for the new term of the Collective Agreement.
5. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification except as provided otherwise in these terms of the settlement. Wage increases shall be retroactive to **February 1, 2021. For the purpose of clarity, unless otherwise agreed to in this Memorandum, wage rates shall be rounded to two decimals.**
6. Retroactive pay adjustments shall be paid no later than thirty (30) days from the date of ratification by the Union.

7. The parties agree to jointly request a ratification date from the OLRB.
8. The parties agree to meet three (3) weeks after ratification for the purpose of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum. CEC will produce the initial draft. The parties will meet on a mutually agreed date to sign the final agreement.

Signed the **25th day of June, 2021.**

FOR THE UNION	FOR THE EMPLOYER
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DocuSigned by:  D92E36CD35FC419...	DocuSigned by:  73954E7E8894424...
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**Appendix A
June 25, 2021**

17.1 Determination of Seniority

Subject to Article 17.2 (Seniority Lost), seniority, as referred to in this Agreement, shall mean the length of regular part-time service since the first date of hire.

The College agrees to provide a current seniority list to the Local Union president in the second week of October, February and June.

Seniority will continue to accrue while a member of this bargaining unit is employed by the College outside the bargaining unit on a temporary basis or on a protected *Employment Standards Act, 2000* leave of absence.

A Regular Part-Time Employee will be on probation until they have worked continuously as a Regular Part-Time Employee for 936 hours **(probationary period). Effective February 1, 2022, the probationary period will be reduced to 742 hours.** At the discretion of the College, the probationary period may be reduced for an individual employee to such period of time as the College may determine. On successful completion of the probationary period, they shall then be credited with seniority calculated as outlined above, and seniority thus acquired shall be applied in the manner set out in this Agreement.

The dismissal, suspension or release of an employee during the probationary period shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

The parties agree

Article 17.2 - bullet #3

The person is laid off for a period in excess of ~~nine (9) months~~ **12 (twelve) months**

The parties agree

Article 18 – Layoff/Recall Process

18.6 Recall

Any employee laid off shall be placed on the recall list for a period of ~~nine (9)~~ **twelve (12)** months.

The College will rehire persons from the recall list in order of seniority, providing they can satisfactorily perform the core duties and responsibilities of available regular part-time positions, before hiring from the open market.

NOTE: As a result of the change above Article 17.2 bullet #3 will also require to be amended (see below)

The parties agree

NEW

Mass Layoff Meeting (numbering to be determined)

The College shall provide notice to the local Union when it has decided to lay off 50% of the Regular Part-Time Employees or fifteen (15) Regular Part-Time Employees, whichever is greater, in a four (4) week period.

Within seven (7) days of the notice, unless the parties mutually agree to extend these time limits, a meeting shall be held for the purpose of identifying strategies to implement the layoff. No layoff shall be implemented until 14 days following the notice.

- ~~1. The parties agree to establish a College Employment Stability Committee (ESC) to discuss possible ways and means of avoiding layoff or terminations when 25% of the active members in the Bargaining Unit at an individual College could be affected by a staff reduction.~~
1. The meeting shall be held with representation of up to three (3) persons appointed by the Local Union and up to three (3) persons appointed by the College. and shall meet at least three (3) months prior to any notice of such staff reduction.

2. Members shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attendance at meetings. The Union acknowledges that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor, and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend meetings shall not be unreasonably withheld consistent with College operating requirements.

~~XX~~—Strategies

3. The meeting will seek to address the following strategies:
 - a) ~~Such strategies may include, but not necessarily be limited to:~~ Potential creation of vacancies that might be filled by affected employees; Temporary assignment of affected employees to positions held by other employees who are on various leaves of absences; and Voluntary exits.
 - b) ~~Discussions between the parties which explore these possible strategies would assist in the development of appropriate enhancements to Employment Stability;~~
 - c) ~~Data relevant to the potential staff reduction shall be made available to both parties in advance of the first meeting of the parties.~~
4. **The Local Union, the College and any representatives appointed by the Union shall maintain confidentiality with respect to any information received and their deliberations until notice of layoff to the employees is provided by the College. Nothing herein shall prevent the parties from obtaining advice, on a confidential basis, as required.**

The parties agree

In addition, the parties further agree to the following Letter of Understanding: (LOU # number to be determined.

New LOU Re: Bill 124

Should *Bill 124 - Protecting a Sustainability Public Sector for Future Generations Act, 2019* be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.

The parties agree

APPENDIX 1 – Student Employees

1. The terms of this Appendix apply to those students who are occupying positions that are only made available to current students of the College. No bargaining unit employee shall be laid off or have their hours or weeks of work reduced as a direct result of the hiring of student employees.
2. The College shall provide a list of Student Employees to the Local Union in the second week of October, February and June containing the name, date of hire, job title, department, anticipated hours worked per week, and rate of pay.
3. The Student Employees shall be subject to the deduction and remittance of Union dues, as provided in Article 7.3 (Union Deductions) of the Agreement.
4. The College will abide by its statutory obligations with regard to the granting of leaves, as required by the *Employment Standards Act, 2000*.
5. The Student Employee may be released by the College in accordance with the *Employment Standards Act, 2000* before the termination date of any term of employment.
6. Employees covered by this Appendix are entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), **Union Matters (Article 7)**, Overtime (Article 9.5), Wages (Article 10.1), Holidays (Article 13), Vacation Pay (Article 14.1) and Bereavement Leave (Article 15.2).
7. No other provisions of the Collective Agreement will apply to Student Employees unless otherwise stated in this Appendix.
8. For the purposes of job competitions, in addition to any other factor that the College considers relevant, consideration will be given to service with the College.
9. Student Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.
10. If an employee is appointed to a Regular Part-Time position, they shall be credited with seniority, after completion of the probationary period, for all weeks worked.

The parties agree

APPENDIX 2 – Project of a Non-Recurring Kind

1. The terms of this Appendix apply to employees who are employed in projects of a non-recurring kind.
2. An individual may not be maintained in a project of a non-recurring kind for a period of more than twelve (12) continuous months unless there is an extension agreed upon in writing between the Local Union and the College.
3. The College shall provide a list of employees to the Local Union in the second week of October, February and June.
4. The employees shall be subject to the deduction and remittance of Union dues, as provided in Article 7.3 (Union Deductions) of the Agreement.
5. The employees may be released by the College in accordance with the *Employment Standards Act, 2000* before the termination date of any term of employment.
6. For employees hired after February 21, 2019, the normal work week will be:
 - thirty-five (35) hours per week or seven (7) hours per day,
 - thirty-six and one-quarter (36.25) hours per week or seven and one-quarter (7.25) hours per day,
 - thirty-seven and one-half (37.50) hours per week or seven and one-half (7.50) hours per day,
 - forty (40) hours per week or eight (8) hours per day, as designated by the College, and scheduled on five (5) consecutive days except with respect to employees engaged in continuous operations or on special shifts.
7. The College will abide by its statutory obligations with regard to the granting of leaves as required by the *Employment Standards Act, 2000*.
8. Employees covered by this Appendix are entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), **Union Matters (Article 7)**, Overtime (Article 9.5), Wages (Article 10.1), Shift Premium (Article 10.3), Holidays (Article 13), Vacation Pay (Article 14.1) and Bereavement Leave (Article 15.2).
9. Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.
10. If an employee is appointed to a regular part-time position, they shall be credited with seniority, after completion of the probationary period, for all weeks worked.

11. For the purposes of job competitions, in addition to any other factor that the College considers relevant, consideration will be given to service with the College.
12. No other provision of the Collective Agreement shall apply to the employees unless otherwise stated in this Appendix.

The parties agree

APPENDIX 3A – Temporary and Casual Employees

- 1.** The terms of this Appendix apply to persons employed as ~~Casual Employees and Temporary Employees.~~
- ~~**2.** Casual Employees are those who work on a call-in basis and/or do not have regularly scheduled weekly hours.~~
- 2.** Temporary Employees are employees who are employed to replace Regular Part-Time Employees on leave or who are employed for a period of up to nine (9) consecutive months, or such longer time as the College and the Local Union may agree. Positions lasting longer than nine (9) consecutive months, or such longer period as the College and the Local Union agree, shall be posted as regular part-time positions. For example, the College assigns work to a temporary position for two semesters, totaling nine (9) months, but does not require the position in the third semester. If, in the next year, the College again requires the same position, that position would be posted as a regular part-time position.
- 3.** The rate to be paid to a Temporary Employee replacing a bargaining unit member on an approved leave of absence shall be the wage rate of the replaced employee.
- 4.** The **Temporary** employee shall be subject to the deduction and remittance of Union dues, as provided in Article 7.3 (Union Deductions) of the Agreement.
- 5.** The College shall provide a list of employees to the Local Union in the second week of October, February and June.
- 6.** The College will abide by its statutory obligations with regard to the granting of leaves as required by the *Employment Standards Act, 2000*.
- 7.** The **Temporary** employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), **Union Matters (Article 7)**, Overtime (Article 9.5), Wages (Article 10.1), **Shift Premium (Article 10.3)**, Holidays (Article 13), Vacation Pay (Article 14.1) and Bereavement Leave (Article 15.2).
- ~~**8.** Temporary Employees shall be entitled to Shift Premium (Article 10.3).~~
- 8.** The **Temporary** employees may be released by the College in accordance with the *Employment Standards Act, 2000* before the termination date of any term of employment.
- 9.** Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.

- 10.** If an **Temporary** employee is appointed to a regular part-time position, they shall be credited with seniority after completion of the probationary period, for all weeks worked.
- 11.** For the purposes of job competitions, in addition to any other factor that the College considers relevant, consideration will be given to service with the College.
- 12.** No other provision of the Collective Agreement shall apply to **Temporary Employees** unless otherwise stated in this Appendix.

The parties agree

APPENDIX 3B – Temporary and Casual Employees

- 1.** The terms of this Appendix apply to persons employed as Casual Employees and Temporary Employees.
- 2.** Casual Employees are those who work on a call-in basis and/or do not have regularly scheduled weekly hours.
- ~~**3.** Temporary Employees are employees who are employed to replace Regular Part-Time Employees on leave or who are employed for a period of up to nine (9) consecutive months, or such longer time as the College and the Local Union may agree. Positions lasting longer than nine (9) consecutive months, or such longer period as the College and the Local Union agree, shall be posted as regular part-time positions. For example, the College assigns work to a temporary position for two semesters, totaling nine (9) months, but does not require the position in the third semester. If, in the next year, the College again requires the same position, that position would be posted as a regular part time position.~~
- ~~**3.** The rate to be paid to a Temporary Employee replacing a bargaining unit member on an approved leave of absence shall be the wage rate of the replaced employee.~~
- 3.** The **Casual Employees** shall be subject to the deduction and remittance of Union dues, as provided in Article 7.3 (Union Deductions) of the Agreement.
- 4.** The College shall provide a list of employees to the Local Union in the second week of October, February and June.
- 5.** The College will abide by its statutory obligations with regard to the granting of leaves as required by the *Employment Standards Act, 2000*.
- 6.** The **Casual Employees** shall be entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), **Union Matters (Article 7)**, Overtime (Article 9.5), Wages (Article 10.1), Holidays (Article 13), Vacation Pay (Article 14.1) and Bereavement Leave (Article 15.2).
- ~~**7.** Temporary Employees shall be entitled to Shift Premium (Article 10.3).~~
- 7.** The **Casual Employees** may be released by the College in accordance with the *Employment Standards Act, 2000* before the termination date of any term of employment.
- 8.** Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.

- 9.** If an **Casual E**mployee is appointed to a regular part-time position, they shall be credited with seniority after completion of the probationary period, for all weeks worked.
- 10.** For the purposes of job competitions, in addition to any other factor that the College considers relevant, consideration will be given to service with the College.
- 11.** No other provision of the Collective Agreement shall apply to **Casual E**mployees unless otherwise stated in this Appendix.

The parties agree

**TERM OF AGREEMENT:
February 1, 2021 – January 31, 2024**

WAGE INCREASES

Effective February 1, 2021 – All employees who are employed as of this date will have their hourly wage rate increased by 1%

Effective February 1, 2022 – All employees who are employed as of this date will have their hourly wage rate increased by 1%

Effective February 1, 2023 – All employees who are employed as of this date will have their hourly wage rate increased by 1%

The parties agree