

MEMORANDUM OF SETTLEMENT

Between

College Employer Council ("the CEC")

and

Ontario Public Service Employees Union ("OPSEU/SEFPO")

The bargaining representatives of both parties agree to unanimously recommend to their respective principals the following terms and conditions of employment as the full and final settlement of all outstanding matters between the parties:

1. The Collective Agreement, expiring August 31, 2022, shall be continued except as amended by those terms and conditions agreed to between the parties as set out in Appendix 1 to this Memorandum (13 pages).
2. Nothing shall be retroactive prior to the date of ratification, except where otherwise specifically noted.
3. The term of the Collective Agreement shall be from September 1, 2022 to August 31, 2025.
4. Wage increases as outlined in Appendix E of the Collective Agreement shall increase as follows:
 - a) Effective September 1, 2022 - 1.0% increase to base salary
 - b) Effective September 1, 2023 - 1.0% increase to base salary
 - c) Effective September 1, 2024 - 1.0% increase to base salary
5. All other items are hereby withdrawn.
6. Unless otherwise noted in Appendix 1 All Letters of Understanding in the Collective agreement are renewed for the new term of the Collective Agreement.
7. 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 **September 1, 2022**.
8. Retroactive pay adjustments shall be paid no later than forty-five (45) days from the date of ratification by OPSEU/SEFPO.
9. The parties agree that the following items will be referred back to either EERC, JIC or JCC
 - Familiarization Period
 - Expansion of Pay Bands
 - Updating of Joint Initiatives/Opportunities Reference Manual

10. The parties agree to meet to discuss the formatting and the finalizing of the collective agreement document. It is expressly understood and agreed that this may include re-numbering and re-ordering of articles and a new Table of Contents.
11. The parties agree to the following additions to the Extended Health Benefits Plan, subject to modification by the Joint Insurance Committee, which will be reflected in the Benefits Booklet and not the Collective Agreement:

Effective three months after date of ratification:

Paramedical Services

The Plan will cover 85% of the costs, up to a combined maximum of \$3,000 per person in a Calendar Year for all eligible expenses listed below; this includes the difference between what OHIP allows for podiatrists and your actual charge.

The Colleges shall add Registered Dietician professional services benefit to our paramedical services

Medical Cannabis

All full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$4,000 per year at 85% of the costs subject to prior authorization by the insurer and to the eligibility requirements and to the terms and conditions of the Plan and for the conditions listed in the Plan.

Effective September 1, 2023:

Mental Health Benefits

The Colleges shall provide an additional Mental Health professional services benefit, separate from other paramedical services, up to a maximum of \$1,750 covered at 90% covering eligible expenses of family and marriage therapists, psychologists, psychotherapists and social workers.

Effective September 1, 2024:

Paramedical Services

The Plan will cover 90% of the costs, up to a combined maximum of \$3,000 per person in a Calendar Year for all eligible expenses listed below; this includes the difference between what OHIP allows for podiatrists and your actual charge.

Medical Cannabis

All full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$5,000 per year at 85% of the costs subject to prior


authorization by the insurer and to the eligibility requirements and to the terms and conditions of the Plan and for the conditions listed in the Plan.


12. The parties agree that the amendments to Article 8.1.5 will come into effect three months after the date of ratification of the Collective Agreement.


13. The parties agree to jointly request a ratification date from the OLRB.


Signed at Toronto this 31st day of August, 2022.


For OPSEU/SEFPO




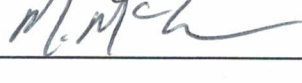










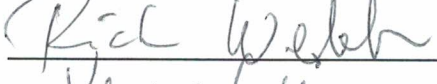


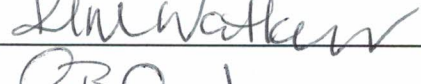


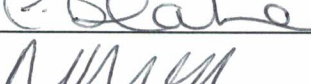
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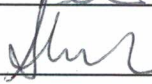















Appendix 1

August 31, 2022

2.4 **Masculine/Feminine Gender Neutral Language**

The Collective Agreement uses gender neutral inclusive pronouns. ~~Whenever the masculine is used in this Agreement, it shall be also considered as if the feminine has been used.~~

The parties agree

4.6.2 Functions

An equal number of College or Campus officials will meet with the Union College/Campus Committee at a mutually agreed time and place provided that either party request a meeting. Such a meeting shall be held within seven (7) days of receipt of a request unless otherwise agreed upon. Notice of a request for a meeting shall be accompanied by an agenda of matters proposed to be discussed. It is agreed that matters subject to local discussion include:

- the local application of the Agreement including work schedules, **workload and overtime;**
- clarification of procedures or conditions causing misunderstanding or grievances including meeting facilities;
- other matters which are mutually agreed upon;
- employment equity programs;
- **equity, diversity, and inclusion (EDI) programs;**
- employment stability

It is agreed that where a meeting as contemplated in this sub-article takes place by mutual consent, during regular working hours, members of the Committee appointed by the Local Union shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attending such a meeting. The Union acknowledges, however, 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 such a meeting shall not be unreasonably withheld consistent with College operating requirements.

The parties agree

5.1.3 Union Negotiating Committee:

Leave of absence shall be granted to not more than seven (7) employee representatives selected to negotiate the renewal of the Collective Agreement for necessary time off including travel time, direct negotiating time, and necessary preparation time. The Union shall reimburse the College for all pay during such leave except for the days scheduled by the parties for direct negotiations and up to a maximum of ~~ten (10)~~ **fifteen (15)** days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.

The parties agree

5.4.3 Remittance of Dues

Any amounts so deducted shall, subject to Article 5.4.2, be remitted to the Union Head Office. The cheque shall be accompanied by a list of the employees from whom the deductions have been made (a copy of the list shall be sent to the Local Union President) and forwarded by the 15th day of the month following the month in which such deductions have been made. The list of employees referred to herein shall be in alphabetical order by surname and shall include ~~the employee's social insurance number~~ **a unique identifier for the employee.**

The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

The parties agree

8.1.5 Dental

The Colleges agree, during the term of this Agreement, to pay one hundred per cent (100%) of the billed premiums of an insured dental plan for coverage of eligible full-time employees on the active payroll who have completed their probationary period. The Plan provides coverage for Basic Services, Endodontics and Periodontics, Restorative Dental and Surgical Procedures and Prosthodontic Services including dentures (Types A, B, C) and the ODA schedule for the immediately preceding year, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for Types A, B, C shall be \$2,500.00 per person per plan year.

In addition, the Plan will provide coverage on a non-cosmetic basis for crowns, **and** bridges, **implants and dental appliances** to be reimbursed at fifty per cent (50%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for the crowns and bridges coverage (Type E) shall be \$2,500 per person per plan year. **The coverage for implants and dental appliances is also subject to an open space limitation and subject to a pre-determination approval.**

The Colleges will pay one hundred per cent (100%) of the billed premium for an insured dental plan with Orthodontics Procedures with \$2,500.00 lifetime maximum per person covered regardless of age and fifty per cent (50%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan.

Employees may opt out if, in their judgment, they have full coverage through a spouse's Plan. Details of the Plan are published in the revised Group Benefit Plan booklet.

The parties agree

12.3 Bereavement Leave

On the death of an employee's parent, spouse (or common law spouse), child, stepchild, brother, sister, **sibling**, mother-in-law, father-in-law, **parent-in-law**, brother-in-law, sister-in-law, **sibling in-law**, son-in-law, daughter-in-law, **child-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 to be at the discretion of the College.

On the death of **the sibling of** an employee's aunt or uncle **parent, or the child of an employee's sibling**, an employee, upon request, shall be granted a leave of absence of one (1) day without loss of pay in order to attend the funeral.

The parties agree

13.2.2 Other Equipment Required by the *Occupational Health and Safety Act*

Where legislation requires specific safety equipment for an employee to perform their duties, the College shall provide such equipment at no cost to the employee. Specific eligibility issues shall be resolved by the Health and Safety Committee constituted under the *Occupational Health and Safety Act*.

[Note: As a result of the above, the parties will need to renumber subsequent articles in Article 13]

The parties agree

15.3.5.2 Notice Period

No employee shall be laid off without receiving ninety (90) calendar days written notification from the College except in circumstances beyond the reasonable control of

the College. **Unless otherwise agreed in writing, such employees will remain actively employed for the duration of the notice period.**

The parties agree

17.1 Notices

Notices **of a vacancy in a position within a payband covered by the agreement** shall be posted **electronically for a period of five (5) days.** ~~of a vacancy in a position within a payband covered by the Agreement for a period of five (5) days. at each Campus and, at the same time, shall be sent to other locations of the College. No outside advertising for the position shall be conducted and~~ **No** employee shall be hired from outside the College until **the College has complied with Article 17.1.1.1.** ~~the position has been posted for the said five (5) days.~~ Such notice shall contain position title, payband, hourly rate range, current Campus location, current hours of work, current shift(s), and an outline of the basic qualifications. ~~Such notice shall be posted in appropriate locations accessible to employees.~~ For the purposes of this Section, reference to days shall exclude Saturdays, Sundays, and statutory holidays. Copies of all posted vacancies shall be sent to the Local Union President at the time of ~~distribution~~ for posting.

The parties agree

17.1.1.1 Notification - Applicant

All applications will be acknowledged and all applicants who are interviewed will be notified of the outcome of their application and the name of the successful internal applicant, if any. The College will ~~not~~ **neither interview nor provide any information to a hiring manager about any** applicants from outside the bargaining unit until it has complied with Articles 17.1 and 17.1.1 above. **Except as set out in 17.1.4,** ~~t~~The College will not consider applicants from outside the bargaining unit until it has assessed internal applicants and notified them of the results.

The parties agree

17.1.2.1 Job Reversal Posting Exemption

The College shall not be obligated to repost the vacancy created by the job reversal and may reconsider applicants of the original posting if it so chooses. If the College reconsiders applicants of the original posting, it will first consider the internal applicants who were interviewed.

The parties agree

17.1.4 Consideration – Non-Bargaining Unit Employees

Employees who are not included in the bargaining unit may apply for posted vacancies but will be considered only after the application of Articles 17.1.1 and 17.1.1.1. In addition to any other factor that the College considers relevant, consideration will be given to service with the College.

Regular Part-Time Employees in the CAAT Part-Time Support Staff bargaining unit who have completed their probationary period shall be deemed to be internal applicants for the purposes of Articles 17.1.1, 17.1.1.1, 17.1.2.1 and 17.1.5.

The parties agree

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months

Where a position is posted in accordance with Article 17.1 and the successful applicant leaves the position within six months of assuming it, the College may either reconsider applicants of the original posting or repost the vacancy. If the College reconsiders applicants of the original posting, it will first consider the internal applicants who were interviewed.

The parties agree

18.4.2 Mediators/Arbitrators

Any matter so referred to mediation/arbitration, including any questions as to whether a matter is arbitrable, shall be heard by a Mediator/Arbitrator, which shall be selected from the following list:

M. Bendel	R. MacDowell
L. Davie	G. Misra
M. Flaherty	K. O'Neil
E. Gedalof	P. Picher
W. Kaplan	S. Raymond
B. Keller	M. Tims
<u>D. Randazzo</u>	<u>S. Price</u>
<u>M. Wilson</u>	<u>J. Parmar</u>

- The Mediator/Arbitrator shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list;

- If an Arbitration Board is selected, following the selection of a Chairperson, the College and the Union shall each appoint its nominee within ten (10) days thereafter and forthwith notify the other party and the Chairperson.

The parties agree

18.5.3.1 Arbitrators

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable pursuant to this process, shall be heard by one of the following specially trained Arbitrators:

M. Flaherty	K. O'Neil
N. Jesin	M. Tims
R. McLaren	<u>E. Gedalof</u>
<u>D. Randazzo</u>	<u>J. Cavé</u>
<u>A. Durette</u>	

The Arbitrators shall be assigned either by agreement or failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list.

All Arbitrators so added shall undergo a training session on the job evaluation system, to be jointly developed and presented by the parties, and all current Arbitrators shall undergo reorientation to the job evaluation system every two (2) years.

The parties agree

19. Duration

This Agreement shall continue in full force and effect until the 31st day of August, 2022~~5~~, and shall continue automatically thereafter for the annual periods of one (1) year each unless either party notifies the other in writing of its desire to amend or modify the Agreement.

Notice to bargain shall be in accordance with the *Colleges Collective Bargaining Act*, 2008, and following receipt of notice to bargain the parties shall meet within thirty (30) days following such notice or such other time as may be agreed to.

The parties agree

(LOU) Red Circle Rates

Certain employees within the bargaining unit as of ~~March 1, 2018~~, **September 1, 2022** enjoyed "red circle" rates paid due to special circumstances including transfers to positions within the bargaining unit. To the extent those special circumstances continue during the term of the Collective Agreement, the employees in question shall continue to enjoy such "red circle" rates and the cents per hour differential over their respective rates and the then current applicable wage rate for the payband shall apply, subject to

the reduction (or elimination) of such red circle rates by the lesser of 10 cents per hour or the elimination of such "red circle" rate, effective from, ~~March 1, 2018, September 1, 2019, March 1, 2020, September 1, 2020, March 1, 2021, September 1, 2021, and March 1, 2022~~ **September 1, 2022, September 1, 2023 and September 1, 2024.**

The parties agree

(LOU) New Initiatives

~~The parties agree to establish a joint committee to explore the creation of a new type of position, within the bargaining unit, of a specific duration to allow the College to:~~

- ~~a) initiate and develop new College ventures or pilot projects; and~~
- ~~b) assign staff to projects of a known duration.~~

~~The Committee shall report back to their principals on the understanding that the principals will then attempt to agree on a process for implementing any of the joint recommendations of the Committee.~~

~~Each party shall appoint four (4) members to the Committee. The College shall be reimbursed for time spent by representatives on the Committee in accordance with Article 5.1.2.~~

The parties agree to delete

(LOU) Workplace Wellness

~~In light of EERC's review of the results of the "Workplace Wellness" survey and the proposed next steps recommended in its report dated April 21, 2005, the parties agree that EERC will have further discussions about workplace wellness as it pertains to the college system.~~

The parties agree to delete

(LOU) Union Time Off

~~The parties agree to refer the issue of the release of employees for the purpose of assisting the Union in advising and educating members with respect to collective bargaining to the Employee/Employer Relations Committee (EERC) for discussion and recommendations to the parties.~~

The parties agree to delete

(LOU) Initiatives/Opportunities

~~The terms of this Letter of Understanding apply to "Initiatives/Opportunities" bargaining unit positions. An "Initiative/Opportunities" position is a position within the Support Staff bargaining unit, in which the established termination date is known at the time the~~

position is created and forms part of the employment contract with the individual who is selected for the position. An "Initiatives/Opportunities" position will not be used to replace existing full-time Support Staff bargaining unit positions. All provisions of the Collective Agreement, except for Article 15, shall apply.

The College shall inform the Local Union of its intent to create an "Initiative/Opportunities" position, its rationale and the termination date. The College will hear any representations by the Local Union prior to implementing such a position, provided such representations are made promptly.

The "Initiative/Opportunities" position may not exceed twenty-four (24) consecutive months unless extended with written agreement of the Local Union.

All "Initiative/Opportunities" positions shall be posted pursuant to Article 17.1 and 17.1.1.

Should an existing full-time bargaining unit member be selected to fill such a position, the resultant vacancy shall be filled in accordance with Article 17.3.1 Temporary Postings. An existing full-time bargaining unit member who is selected or assigned to fill such a position shall be paid in accordance with the appropriate wage rate for the position and shall continue to receive all the terms of the Collective Agreement to which he/she is entitled. The employee will have the right to return to his/her regular position or its equivalent at the conclusion of the "Initiative/Opportunities" position.

This Letter of Understanding will expire on August 31, 2022, but should the parties not have reached a new Collective Agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lock-out.

The parties agree to delete

(LOU) Bill 124

Should Bill 124 - *Protecting a Sustainable 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 William Kaplan, Mediator to assist the parties.

Where OPSEU/SEFPO has applied for an exemption from Bill 124 on behalf of Full-time College Support Staff, the parties agree that if the exemption is granted, the parties shall utilize the same process as outlined above.

The parties agree

(LOU) Bereavement Leave, Article 12.3

The purpose of this letter is to clarify the intent of the new gender-neutral language used in Article 12.3:

The term "sibling of an employee's parent" was formerly described in Article 12.3 as "employee's aunt or uncle".

The term "the child of an employee's sibling" is intended to be the gender-neutral description of an employee's niece or nephew.

The parties agree

(LOU) Commitment to Equity, Diversity, and Inclusivity (EDI)

The parties agree that the learning experience is enhanced when the workplace environment reflects the communities it serves. The parties are committed to promoting a workplace of diversity, equity and inclusivity, and to discussing strategies, initiatives and training programs at the Union College/Campus Committee so that recommendations may be made to in an effort to enhance the workplace in an effective and meaningful way.

The Union College/Campus Committee shall share its initiatives to EERC annually.

The parties agree

(LOU) Indigenous Commitment

The parties acknowledge the traditional territories upon which each college is located and recognize the legacy and longstanding relationship that Indigenous peoples have with these territories throughout the province. The parties recognize a shared commitment to removing barriers to employment for Indigenous peoples. The College and the Local Union will discuss mechanisms to accomplish this objective. Such matters shall be raised and considered at the Union College/Campus Committee.

The Union College/Campus Committee shall share its initiatives to EERC annually.

The parties agree

**APPENDIX D
Temporary Employees**

10. For the purposes of job competitions, **employees who have six (6) months consecutive service with the College shall be deemed internal applicants for the purposes of Articles 17.1.1, 17.1.1.1, 17.1.2.1 and 17.1.5.** ~~in addition to any other factor that the College considers relevant, consideration will be given to service with the College~~

The parties agree

**APPENDIX E
EFFECTIVE SEPTEMBER 1, 2022**

**HOURLY WAGE RATE
1% General Wage Increase**

Payband	Start	6 month	1 year	2 years	3 years	4 years
A	20.38	21.04	21.62	22.29	22.95	23.61
B	21.58	22.27	22.93	23.61	24.32	25.07
C	22.97	23.69	24.43	25.14	25.91	26.69
D	24.62	25.32	26.10	26.86	27.71	28.52
E	26.47	27.27	28.09	28.91	29.82	30.69
F	28.56	29.39	30.30	31.24	32.17	33.11
G	30.87	31.84	32.73	33.72	34.78	35.77
H	33.38	34.42	35.45	36.52	37.58	38.75
I	36.19	37.26	38.38	39.52	40.71	41.94
J	39.15	40.28	41.51	42.74	44.06	45.38
K	42.38	43.64	44.95	46.32	47.69	49.15
L	45.88	47.25	48.66	50.12	51.62	53.16

**APPENDIX E
EFFECTIVE SEPTEMBER 1, 2023**

**HOURLY WAGE RATE
1% General Wage Increase**

Payband	Start	6 month	1 year	2 years	3 years	4 years
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A	20.58	21.25	21.84	22.51	23.18	23.85
B	21.80	22.49	23.16	23.85	24.56	25.32
C	23.20	23.93	24.67	25.39	26.17	26.96
D	24.87	25.57	26.36	27.13	27.99	28.81
E	26.73	27.54	28.37	29.20	30.12	31.00
F	28.85	29.68	30.60	31.55	32.49	33.44
G	31.18	32.16	33.06	34.06	35.13	36.13
H	33.71	34.76	35.80	36.89	37.96	39.14
I	36.55	37.63	38.76	39.92	41.12	42.36
J	39.54	40.68	41.93	43.17	44.50	45.83
K	42.80	44.08	45.40	46.78	48.17	49.64
L	46.34	47.72	49.15	50.62	52.14	53.69

**APPENDIX E
EFFECTIVE SEPTEMBER 1, 2024**

**HOURLY WAGE RATE
1% General Wage Increase**

Payband	Start	6 month	1 year	2 years	3 years	4 years
A	20.79	21.46	22.06	22.74	23.41	24.09
B	22.02	22.71	23.39	24.09	24.81	25.57
C	23.43	24.17	24.92	25.64	26.43	27.23
D	25.12	25.83	26.62	27.40	28.27	29.10
E	27.00	27.82	28.65	29.49	30.42	31.31
F	29.14	29.98	30.91	31.87	32.81	33.77
G	31.49	32.48	33.39	34.40	35.48	36.49
H	34.05	35.11	36.16	37.26	38.34	39.53
I	36.92	38.01	39.15	40.32	41.53	42.78
J	39.94	41.09	42.35	43.60	44.95	46.29
K	43.23	44.52	45.85	47.25	48.65	50.14
L	46.80	48.20	49.64	51.13	52.66	54.23

The parties agree

**APPENDIX K
Initiatives/Opportunities**

1. Definition

An Initiative/Opportunities position is a position within the Support Staff bargaining unit, in which the established termination date is known at the time the position is created and forms part of the employment contract with the individual who is selected for the position.

2. Notification to Union

Prior to creating an Initiatives/Opportunities position, the College shall inform the Local Union of its intent to create an Initiatives/Opportunities position, its rationale and the termination date.

3. Union Representations

The College will hear any representations by the Local Union prior to implementing such a position, provided such representations are made promptly.

4. Initial Term

An Initiatives/Opportunities position may be up to twenty-four (24) consecutive months in duration.

If the position may exceed twenty-four (24) consecutive months, prior to posting the position, the College shall seek consent from the Local Union for the longer term and such consent shall not be unreasonably withheld.

5. Extensions

An Initiative/Opportunities position exceeding 24 consecutive months in duration may not be extended beyond its initial term without written agreement from the Local Union.

6. Posting of Initiative/Opportunities Position

All Initiative/Opportunities positions shall be posted pursuant to Article 17.1 and 17.1.1.

7. Posting of Resulting Vacancies

Should an existing full-time bargaining unit member be selected to fill an Initiatives/Opportunities position, the resultant vacancy shall be filled in accordance with Article 17.3.1 Temporary Postings.

8. Right to Return to Regular Position

An existing full-time bargaining unit member who is selected or assigned to fill such a an Initiatives/Opportunities position shall be paid in accordance with the appropriate wage rate for the position and shall continue to receive all the terms of the Collective Agreement to which he/she is entitled. The employee will have the right to return to his/her regular position or its equivalent at the conclusion of the Initiative/Opportunities position.

9. Non-Replacement of Existing Positions

An Initiatives/Opportunities position will not be used to replace existing full-time Support Staff bargaining unit positions.

10. Non-Application of Article 15

All provisions of the Collective Agreement, except for Article 15, shall apply.

The parties agree

Amend all reference to Council to "CEC" - The parties agree

Amend all references to OPSEU or Ontario Public Services Employees Union to "OPSEU/SEFPO" - The parties agree

Amend all references to "Support Staff", that does not mean Part-Time Support Staff to "Full-Time Support Staff" - The parties agree

Amend so there is Gender neutral language throughout the agreement - The parties agree