

Memorandum of Settlement

Between

College Employer Council

and

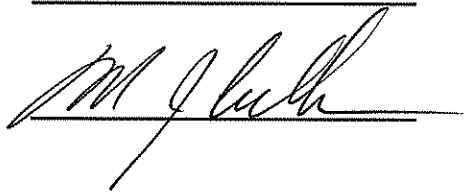
Ontario Public Service Employees Union

- 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 September 1, 2011 to August 31, 2014.
- 4 The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement, including the letters of understanding which expired on August 31, 2011, together with the following amendments:
 - (a) All matters settled and agreed to by the parties as of the date of this memorandum of settlement and attached hereto as Appendix A, including the agreed to items signed off on June 7, 2011.
- 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 settlement. Wage increases shall be retroactive to September 20th, 2011. 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 twenty one (21) days from the date of ratification by both parties.
- 7 Wage increases of: Year 1 - 1.50% (September 1, 2011), Year 2 – 1.75% (September 1, 2012), Year 3 – 2.00% (September 1, 2013).
- 8 The parties agree that the Union may raise the issue of smoking cessation, weight loss and tuition reimbursement at the Employee/Employer Relations Committee (EERC).
- 9 Amend out of province/country coverage and travel assistance benefit as per Morneau Shepell discussion paper dated July 5, 2011. Implement a calendar year maximum of \$25,000 per claimant on private duty nursing services. These changes shall be effective the beginning of the month following ratification.

10 The parties agree to meet within three (3) weeks of the date of ratification for the purpose of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum. The Council will produce the initial draft. The parties will meet as soon as practicable thereafter to sign the final agreement.

Signed at Toronto this 19th day of September, 2011.

For The Union:



For The Employer:



6.1.4 Flexible Hours of Work

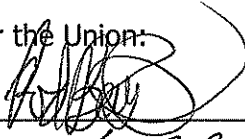
Where a College and the Local Union agree and where affected employees approve, the College may implement more flexible hours of work and scheduling arrangements than those provided in Article 6, such as compressed work weeks and job sharing arrangements, except that Article 6.3.1 cannot be varied. Any such variation of any section of Article 6 will be specified in the local agreement. Each agreement shall contain the position title, payband, campus location, shift and names of the employees affected.

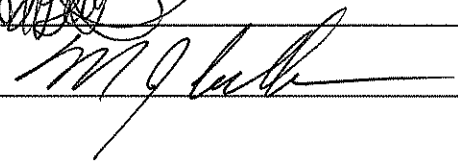
Such agreements shall not provide a monetary advantage or disadvantage to the College or to affected employees relative to employees working regular hours. Either party may terminate the local agreement and return to regular schedules or hours of work with ~~two (2)~~ **eight (8)** weeks' notice.

Such local agreements shall be signed by the College, the Local Union President, OPSEU Staff Representative and the employee(s) affected and apply for the specific terms agreed upon, but in any event, shall not continue beyond the term of this Agreement.

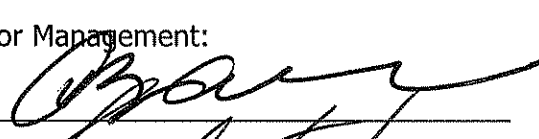
Agreed to: Sept. 19/11

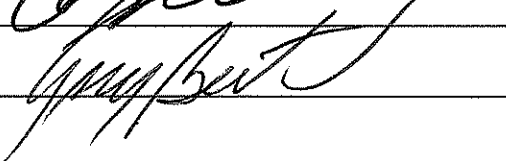
For the Union:





For Management:





7.7 Special Allowance


On December 1, 2008, or in the pay immediately preceding December 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service shall receive a payment of four hundred and twenty-five dollars (\$425).

Starting September 1, ~~2009~~ 2012, on September 1 of each year or in the pay immediately **preceding following** September 1 **of each year**, full-time bargaining unit members on active payroll with at least six (6) months continuous service but less than ten (10) years continuous service shall receive a payment of four hundred and twenty-five dollars (\$425) and full-time bargaining unit members on active payroll with at least ten (10) years continuous service shall receive a payment of eight hundred and twenty-five dollars (\$825).

The determination of continuous service shall be governed by Articles 11.2 and 14.2.

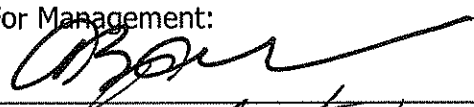
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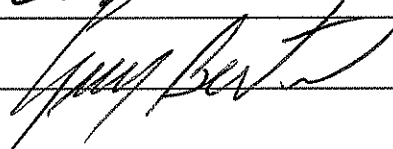
For the Union:





For Management:






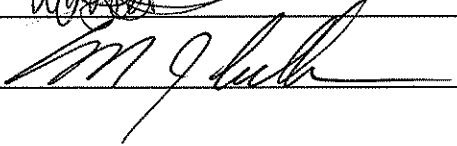
8.1.14 Critical Illness (New)

Effective November 1, 2011 or such reasonable time thereafter as may be required, a Critical Illness Insurance will be made available to employees with the full premiums to be paid by the employees.


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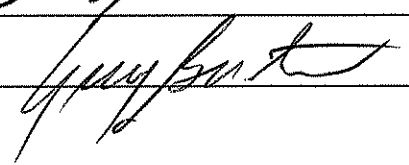
For the Union:





For Management:





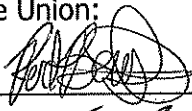
~~14.5 Proration of Part-Time Service for Probation~~

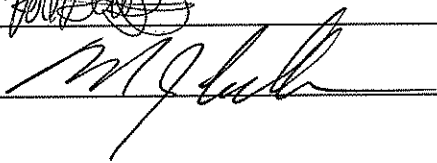
~~Where a part-time employee is hired by the College into a full-time position in the bargaining unit, which is either the same position or, is sufficiently similar in nature, he/she shall be credited with service towards completion of the probationary period, based on a proration of the hours of the part-time position to the hours of the full-time position using 1820 hours per year as constituting the hours of the full-time position, to a maximum period of credit of three (3) months service towards the completion of the probationary period, and provided such service occurred within one (1) year of the date of hiring into the bargaining unit.~~

Proposal: Delete Article


Agreed to: Sept. 19/11

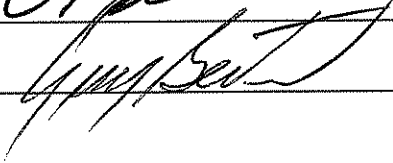
For the Union:





For Management:





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18. COMPLAINTS/GRIEVANCES

18.1 Definitions

18.1.1 Committee Secretary

"Committee Secretary" means the Chief Executive Officer of the Council;

18.1.2 Day

For the purpose of this Article, reference to "days" shall exclude Saturdays, Sundays, and statutory holidays.

18.1.3 Union

"Union" means the Ontario Public Service Employees Union;

18.1.4 Grievance

"Grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement.

18.2 General Conditions

18.2.1 Time

If the grievor fails to act within the time limits set out at any Complaint or Grievance Step, the grievance will be considered abandoned.

18.2.2 No Reply

If an official fails to reply to a grievance within the time limits set out at any Complaint or Grievance Step, the grievor may submit his/her grievance to the next Step of the grievance procedure.

18.2.3 Extensions

At any Complaint or Grievance Step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.

18.2.4 Holiday Exclusion

The time limits set out at the Complaint or Grievance Steps, including the referral to arbitration, shall exclude the holiday period referred to in Article 10.2.

18.2.5 Recognition of Union Representation

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At a meeting at any Complaint or Grievance Step of the grievance procedure, subject to Article 18.5 the employee may be represented by a Union Steward if the employee desires such assistance; at Step ~~No. 3~~ 2 a Union Staff Representative may be present at the request of either the College or the Union. It is recognized that at some Colleges and/or Campuses there may be occasions when no Stewards have been elected or selected. In such a case, Colleges are prepared to recognize the attendance of a Local Union Officer in place of the Steward at meetings referred to in this Agreement.

18.2.6 Maintenance of Wages for Time Off

It is understood and agreed that the grievor and his/her Steward or Local Union Officer shall not suffer any loss of pay when (during regular working hours) their presence is requested by the grievor and they must leave their duties temporarily to attend meetings under this Article. The Union acknowledges, however, that employees have their regular duties to perform and they will not absent themselves without first obtaining permission from their immediate Supervisor and reporting to their immediate Supervisor upon return to their regular duties. In keeping with this understanding, permission to attend such meetings shall not be unreasonably withheld consistent with College operating requirements.

18.2.7 Rights

An employee shall not be required to appear before a committee, board or other investigating body to answer concerning his/her conduct or performance without first being given reasonable opportunity to be accompanied by an employee representative if, as a result of his/her appearance, he/she may be subject to some written reprimand, assessment or penalty. However, this provision shall not be applicable when an employee is required to appear before his/her immediate Supervisor or, in his/her absence, the person acting in his/her stead or the Human Resources representative of the College to answer concerning his/her conduct or performance.

18.3 Types of Grievance

18.3.1 Group Grievance

Where a number of employees in any College have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee to the Director of Human Resources, or as designated by the College, within fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at Step ~~No. 2~~ of the grievance procedure. The grievance shall then be treated throughout the balance of the grievance procedure as a single grievance.

18.3.2 Multi-College Issues

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of Human Resources or designated persons of each College affected with copies to the Executive Director of the Council.

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Failing settlement following the Step **No. 3 2** meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step **No. 3 2** reply.

18.3.3 Union Grievance

The Union shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. However, such grievance shall not include any matter upon which an employee is personally entitled to grieve and the regular grievance procedure for a grievance peculiar to an individual employee shall not be bypassed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of persons in the bargaining unit. A Union grievance shall be presented in writing, signed by the Local Union President or his/her designee to the Director of Human Resources or as designated by the College concerned, within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come to or ought reasonably to have come to the attention of the Union. The grievance shall then be processed in accordance with Step **No. 3 2** of the grievance procedure.

18.3.4 College Grievance

The College shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. Such grievance shall be presented in writing, signed by the President or his/her designee to the Local Union President of the College concerned with a copy to the Union President within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

The grievance shall then be processed in accordance with Step **No. 3 2** of the grievance procedure with the appropriate changes. Failing settlement following Step **No. 3 2** meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step **No. 3 2** reply.

18.4 Classification Grievances

18.4.1 Grievance to College Official

An employee who claims his/her assigned job is improperly evaluated may present a grievance in writing to the College official designated responsible for classification grievances.

The written grievance must specify the payband claimed by the employee to be appropriate.

18.4.1.1 Retroactive Payment

It is understood that there shall be no retroactive payment prior to the date of presentation of the written grievance as specified above.

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18.4.2 Grievance Process

18.4.2.1 Step ~~I~~ 1 - Meeting and Information Provided

The College Official shall arrange a meeting within fourteen (14) days after receiving the grievance to permit the employee and a Local Union Representative the opportunity of making representations in support of the grievance.

The College Official shall ensure that the current Position Description Form (PDF), as per Article 7.2, is provided at least five (5) days prior to the meeting. At the meeting, the employee must first indicate in writing whether he/she is in agreement with the PDF and if not what specific disagreements he/she has with it. A discussion to resolve any differences shall then take place. At this meeting, following discussion on the PDF, both parties will exchange, in writing, the point rating by factor for the position in dispute.

18.4.2.2 College Official's Decision

Within fourteen (14) days after the receipt of the point rating by factor from the Union, the College Official shall give his/her decision in writing. It is understood that the grievance cannot proceed further until the point rating by factor and the specific disagreements on the PDF, if any, have been received by the College Official, in writing from the Union.

18.4.2.3 Referral to Arbitration After Step ~~I~~ 1

Where the grievance has not been resolved at Step ~~I~~ 1 but there is agreement concerning the PDF, the matter may be referred directly to Arbitration by notice in writing given to the College within fourteen (14) days of the date the grievor should have received the College's decision under Step ~~I~~ 1. The matter will be referred to a single arbitrator as provided in Article 18.4.3.

18.4.2.4 Step ~~II~~ 2

Where the grievance has not been resolved and where the grievor is not in agreement with the PDF, then he/she shall refer the grievance in writing to the President of the College within fourteen (14) days of the date he/she received or should have received the decision.

The President or his/her designee shall convene a meeting concerning the grievance within fourteen (14) days of the presentation, at which the grievor shall have an opportunity to be present. The President or his/her designee shall give his/her decision in writing, within fourteen (14) days following the meeting.

18.4.2.5 Referral to Arbitration After Step ~~II~~ 2

Where the grievance has not been resolved at Step ~~II~~ 2 the matter may be referred to Arbitration by notice in writing given to the College within fourteen (14) days of the date the grievor should have received the College's decision under Step ~~II~~ 2. The matter will be referred to a single arbitrator as provided in Article 18.4.3. On mutual written agreement signed by the Local Union and the College, the matter shall be referred to an Arbitration Board as provided under Article 18.4.4.1.

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18.4.3 Expedited Arbitration

Where the grievance has not been resolved, it shall proceed as herein provided:

18.4.3.1 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. Cummings	K. O'Neil
J. Devlin	I. Springate
I. Hunter	L. Tenace
R. McLaren	M. Tims

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.

18.4.3.2 Time

A single Arbitrator appointed under this expedited process shall commence to hear the matter referred within twenty-one (21) days of his/her appointment wherever possible, and shall issue a brief written notice of his/her decision within fourteen (14) days of the hearing. Copies of the decision shall be sent to the Local Union, the College, OPSEU Grievance Department and the Council.

18.4.3.3 Arbitration Data Sheet

The Arbitration Data Sheet must be completed and signed by both parties in advance of the hearing.

18.4.3.4 Information to Arbitrators

The following shall be received by the Arbitrator no less than fourteen (14) days prior to the hearing:

- the PDF supplied by the College;
- a completed Arbitration Data Sheet;
- a brief written submission by the Union describing the grievance and referencing appropriate section(s) of the PDF;
- a brief written submission by the College.

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The parties shall deliver their written submissions to the other party at the same time that they are forwarded to the Arbitrator.

No written submission or materials can be considered at the hearing that have not been provided by the parties in conformity with the process set out in this clause.

18.4.3.5 Site

The hearing will take place at a site mutually acceptable to the parties. Failing agreement, the Arbitrator shall select the site.

18.4.3.6 Hearing

The parties agree that the process shall be informal and that legalistic processes normally used in conventional arbitration shall not be used. Up to three (3) Management representatives and three (3) Union representatives may attend the hearing. The parties will inform each other no less than five (5) days in advance who will attend. One (1) person from each side will be designated as spokesperson. The Arbitrator may ask questions of any of the Union or Management representatives present. The spokesperson for each party may give a summary statement normally not exceeding fifteen (15) minutes at the conclusion of the question period. While it is generally not the intent of the parties to use an outside legal counsel at an expedited arbitration hearing, the parties agree that where they intend to use such counsel at the hearing, they shall notify the other party at least ten (10) days before the date of the hearing. In addition a translator may be present if necessary. The side that requests the translator shall be responsible for the cost involved. By mutual written agreement five (5) days in advance each party may introduce an observer/observers to the meeting.

~~18.4.4 Classification Arbitration Board (sole arbitrator)~~

~~The Arbitrator appointed under Article 18.4.3.1 may decide that a particular grievance should be referred to an Arbitration Board (sole arbitrator) on receipt of the documents referred to in Article 18.4.3.3 or in Article 18.4.3.4 or at the hearing. Either party may recommend such referral in its written submission to the Arbitrator.~~

~~18.4.4.1 Arbitration Board Selection~~

~~The chairperson of the Arbitration Board Arbitrator shall be selected from the list included in Article 18.4.3.1 and the nominees selected pursuant to the provisions of Article 18.7.~~

18.4.5 Powers of Arbitrators in Classification Grievances

A single Arbitrator or Arbitration Board hearing a classification grievance shall have the powers set out in Articles 18.6.4 to 18.6.8 inclusive.

18.4.5.1 Restrictions

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The **single** Arbitrator **or Arbitration Board** is restricted to determining whether the grievor's PDF accurately reflects his/her assigned job content (where disagreement exists) and to determining whether the grievor's job is properly evaluated pursuant to the CAAT Support Staff Job Evaluation Manual.

18.4.6 Cost Sharing

The College and the Union shall each pay one-half (1/2) the remuneration and expenses of the **Arbitrator chairperson and shall each pay the remuneration and expenses of their nominee should an Arbitration Board be utilized.**

18.5 Working Conditions and Terms of Employment

18.5.1 Grievances

A complaint shall be taken up as a grievance in the following manner and sequence provided it is presented within fifteen (15) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee.

~~18.5.1.1 Step 1~~

~~An employee shall present a signed grievance in writing to his/her immediate Supervisor stating the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the alleged violation(s) of the Collective Agreement. A meeting may be held with the Supervisor to discuss the grievance. The immediate Supervisor shall give the grievor his/her decision, in writing, within five (5) days following receipt of the grievance.~~

~~18.5.1.2 Step 2~~

~~18.5.1.1 Step 1~~

An employee shall present a signed grievance in writing to the Department head of the Department in which he/she is employed stating the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the alleged violation(s) of the Collective Agreement.

~~If the grievor is not satisfied with the decision of his/her immediate Supervisor he/she shall present his/her grievance in writing within seven (7) days of the day he/she received the decision to the Department Head of the Department in which he/she is employed.~~

The Department Head shall give his/her decision, in writing, to the grievor within ~~seven (7)~~ **ten (10)** days of the presentation. It is agreed, however, that where an employee's immediate Supervisor and his/her Department Head are one and the same person, the second step shall be dealt with at the next level of supervision.

~~18.5.1.3 Step 3~~

~~18.5.1.2 Step 2~~

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Where the grievor is not satisfied with the decision at Step 2, 1 he/she shall present his/her grievance in writing within ~~seven (7)~~ ten (10) days of the date he/she received the decision to the President of the College.

The President or his/her designee shall convene a meeting concerning the grievance, within fourteen (14) days of the presentation, at which the grievor shall have an opportunity to be present, and shall give the grievor his/her decision, in writing, within ~~seven (7)~~ ten (10) days following the meeting.

~~18.5.1.4~~ 18.5.1.3 Grievances - Unsuccessful Competition

In cases of a grievance regarding an unsuccessful competition, the procedures described under Articles 18.5.1.1 to 18.5.1.~~3~~ 2 shall apply, except that the ~~Supervisor~~ Department Head referred to in the foregoing shall be the ~~immediate Supervisor~~ Department Head of the position for which the applicant was unsuccessful and where subsequently necessary, ~~that immediate Supervisor's Department Head~~ the President or his/her designee.

18.6 Grievance re: Dismissal, Suspension, Layoff or Reassignment

18.6.1 General

Articles 18.6.2 and 18.6.3 apply to an employee covered by this Agreement who has completed his/her probationary period, it being understood that the dismissal, suspension or release of an employee during the probationary period shall not be the subject of grievance.

18.6.2 Grievance

An employee who claims he/she has been dismissed or suspended without just cause or improperly laid off or reassigned shall, within fifteen (15) days of the date he/she is advised in writing of his/her dismissal, suspension, layoff or reassignment present his/her grievance in writing to the President, commencing at Step ~~No. 3~~ 2 and the President, or his/her designee shall convene a meeting and give the grievor and the Union Steward his/her decision in accordance with the provisions of Step ~~No. 3~~ 2 of Article 18.5.1.3. A Union Staff Representative may be present at such meeting at the request of either the College or the Local Union.

18.6.2.1 Layoff Grievance

An employee claiming improper application of Article 15.4.3, shall state in the grievance the position(s) and name of incumbent, if any, to which the employee claims entitlement.

The College will provide the current PDFs of the positions, named in the grievance, to the employee within three (3) days after the filing of the grievance.

If the grievance is not resolved, then the written referral to arbitration shall specify, from the position(s) originally designated, no more than four (4) positions which shall thereafter be the subject matter of the grievance and the arbitration.

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18.6.3 Arbitration

If the grievor is not satisfied with the decision of the President, the grievor shall, within ten (10) days of receipt of the President's decision by notice in writing to the Director of Human Resources or College's designee, refer the matter to **mediation/arbitration, for the purpose of resolving the grievance in an expeditious and informal manner**, as provided in this Agreement.

18.6.4 Mediator/Arbitrator

The Mediator/Arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the Mediator/Arbitrator shall determine the grievance by arbitration.

18.6.5 Powers

The ~~Arbitration Board~~ **Mediator/Arbitrator** shall have those powers set out in the *Colleges Collective Bargaining Act, 1999 2008, except that Section 14 (16) of the Colleges Collective Bargaining Act, 2008 shall not apply.*

~~18.6.5~~

18.6.6 Limitations

The ~~Arbitration Board~~ **Mediator/Arbitrator** shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for grievance under this Agreement.

~~18.6.6~~

18.6.7 Arbitration Board Mediator/Arbitrator's Power

The ~~Arbitration Board~~ **Mediator/Arbitrator** may dispose of a grievance without further notice to any person who is notified of the hearing and fails to appear. **The finding of the Mediator/Arbitrator as to the facts and as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement, shall be final and binding upon all parties concerned including the employee(s) and the College.**

~~18.6.7~~ **Majority Decision**

~~The finding of the majority of the Board as to the facts and as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement, shall be final and binding upon all parties concerned including the employee(s) and the College.~~

18.6.8 Arbitration Board

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Where both parties agree, a Board of Arbitration, which shall have the same powers and limitations as a Mediator/Arbitrator, may be substituted for an Arbitrator. The nominees shall be selected pursuant to Article 18.7. The finding of the majority of the Board as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement, shall be final and binding upon all parties concerned including the employee(s) and the College.

18.6.9 Cost Sharing

The College and the Union shall each pay one-half (1/2) the remuneration and expenses of the **Mediator/Arbitrator and, where an Arbitration Board is selected, Chairperson of the Arbitration Board and shall each pay the remuneration and expenses of the person it appoints as its nominee.**

18.7 Mediation/Arbitration Procedure

18.7.1 Referral to Mediation/Arbitration

In the event any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing grievance procedure, the matter shall then, by notice in writing given to the other party within ten (10) days of the date of receipt by the grievor of the decision of the College's Official at Step **No. 3 2**, be referred to **mediation/**arbitration as provided.

18.7.2 Mediators/Arbitrators

Any matter so referred to **Mediation/**Arbitration, including any questions as to whether a matter is arbitrable, shall be heard by ~~an Arbitration Board of three (3) persons, a mediator/arbitrator~~ which ~~Board Mediator/Arbitrator~~ shall be selected ~~as follows: The Chairperson shall be selected~~ from the following list:

M. Bendel	M. Picher
M. Cummings	P. Picher
L. Davie	S. Raymond
J. Devlin	G. Simmons
R. Howe	S. Tacon
W. Kaplan	L. Tenace
B. Keller	M. Tims
R. MacDowell	K. Whitaker
K. O'Neil	

- The **Chairperson 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, then following selection of a Chairperson, the College and the Union shall each appoint its appointee within ten (10) days thereafter and forthwith notify the other party and the Chairperson.

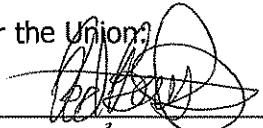
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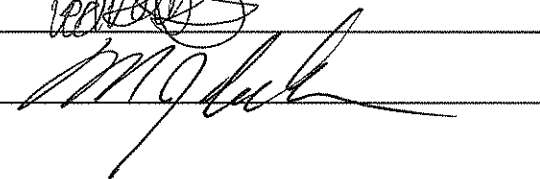
~~- However, if the College and Union mutually agree to arbitration by a sole Arbitrator, (prior to selection of a Chairperson) he/she shall be selected from the list and the other provisions referring to an Arbitration Board shall appropriately apply.~~

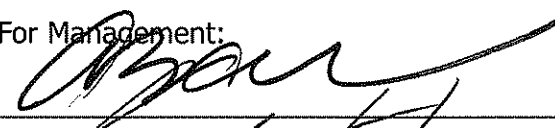
18.7.2.1 Persons Excluded

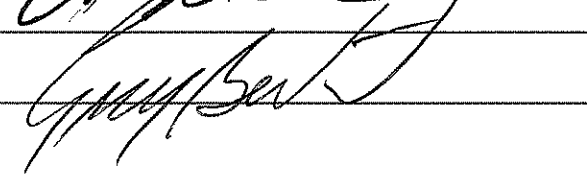
No person shall be appointed as ~~a member of an Arbitration Board a~~ **Mediator/Arbitrator** who is, or was within six (6) months prior to his/her appointment an employee or is or has within six (6) months prior to his/her appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned. Any ~~Chairperson~~ **Mediator/Arbitrator** who declines to act on five (5) consecutive occasions shall be removed from the list and a replacement selected by mutual agreement of the parties.

Agreed to: Sept. 19/11

For the Union:




For Management:




August 31, 2011

Mr. Warren Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Mr. Thomas:

BENEFIT COVERAGE FOR LESS THAN 12 MONTH POSITIONS

The Council agrees to explore amending the group insurance contract with the insurer (Sun Life) to allow less than 12 Month employees access to group insurance benefit coverage during their annual lay-off period, if that can be done at no increase in cost to the Parties.

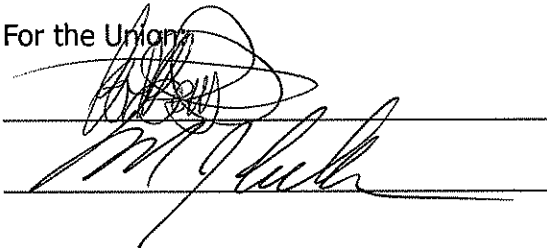
If the contract can be so amended, and there is no impact to EI benefits, then, as soon as practicable thereafter, the Colleges shall provide Less than 12 Month employees with the option of continuing their insured benefit coverage during the period of annual lay-off provided the employee pays 100% of the premiums.

Yours truly,

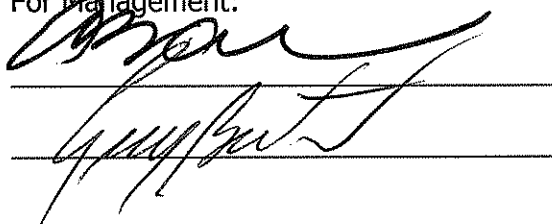
Don Sinclair
Chief Executive Officer
College Employer Council

Agreed to: Sept. 19/11

For the Union:



For Management:



September 22, 2005

Ms Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Madam:

TIME-OFF - ST. LAWRENCE COLLEGE

This will confirm the parties' agreement on the application of Article 5.2 of the Collective Agreement at St. Lawrence College.

Since there are two (2) OPSEU Locals at St. Lawrence College; the College will permit Local 418 up to nine and one-half (9½) hours per week and Local 419 up to eight and one-half (8½) hours per week, to a maximum of eighteen (18) hours per week at the College as a whole, under Article 5.2.

It is agreed that, during the term of the Agreement, this arrangement regarding time off will continue. However, the financial obligation of the College will be limited to the amount of fifteen (15) hours.

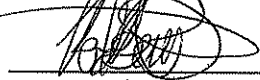
The College will bill each Local Union for one-quarter (¼) of the hours actually used.

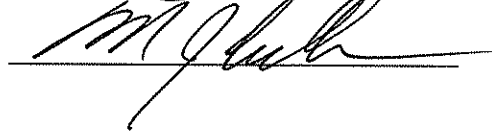
Yours truly,
I. McArdle
Executive Director
College Compensation and Appointments Council

Proposal: Delete letter


Agreed to Sept. 19/11


For the Union:





For Management:





date of ratification

Mr. Warren Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Sir:

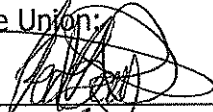
AUTOMOBILE INSURANCE

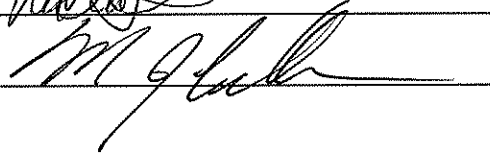
This will confirm the parties' agreement that for those employees for whom the ownership/lease and use of an automobile is a condition of employment, the College will pay, to a maximum of one hundred and ~~twenty~~ **fifty** dollars (~~\$120.00~~) **(\$150.00)** per year, the difference between private automobile insurance and commercial automobile insurance, if required by the employee's insurer. The employee will provide to the College proof of the differential from his/her insurer.

Yours truly,
~~I. McArdle~~ **D. Sinclair**
Secretary **Chief Executive Officer**
Staff Affairs Committee **College Employer Council**

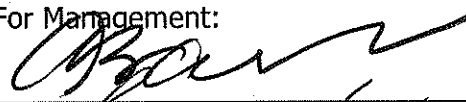
Agreed to: Sept. 19/11

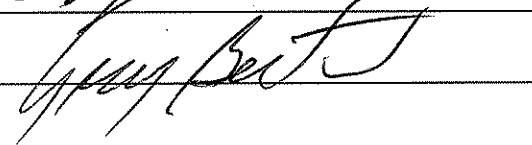
For the Union:





For Management:





date of ratification

Mr. Warren Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Sir:

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.

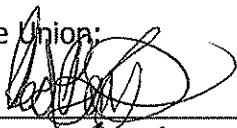
All "Initiative/Opportunities" positions shall be posted pursuant to Article 17.1 and 17.1.1. Should an existing full-time bargaining unit member be selected to fill such a position, the resultant vacancy shall be filled in accordance with provisions contained within Appendix D. An existing full-time 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.

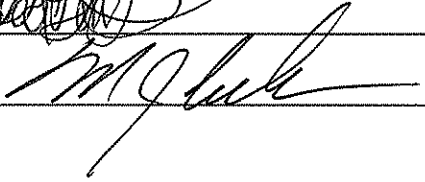
This Letter of Understanding will expire on August 31, ~~2011~~ **2014**, but should the parties not have reached a new Collective Agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lock-out.

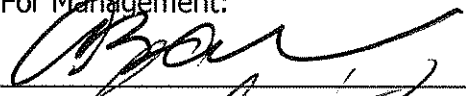
Yours truly,
D. Sinclair

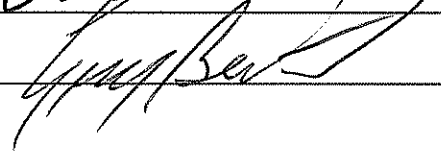
~~Executive Director- Chief Executive Officer~~
~~College Compensation and Appointments Council- College Employer Council~~

Agreed to: Sept. 19/11

For the Union:




For Management:





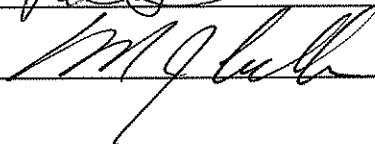
**APPENDIX G
SUMMER STUDENT WORKERS**

1. The terms of this Appendix apply to students employed temporarily for more than twenty-four (24) hours per week during the period of May 1 to August 31 inclusive **mid-April to the last Friday before Labour Day.**
2. No bargaining unit employee shall be laid off or have his/her normal hours or weeks of work reduced as a direct result of the hiring of these students.
3. The College shall notify the Local Union of both the start and planned termination dates of employment.
4. The students shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.
5. The students may be released by the College before the termination date.
6. The students shall be paid an hourly wage rate not less than the **student** minimum wage set out in the *Employment Standards Act*.
7. The students shall be entitled to the provisions of Articles 6.2 and 7.5 of the Agreement.
8. Students will be granted holidays/holiday pay in accordance with Article 10 except that the holidays shall be limited to **Good Friday (if it occurs after the start date)**, Victoria Day, **Dominion Canada** Day and Civic Holiday. Articles 10.2 and 10.7 shall not apply.
9. Students covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.
10. In addition to the hourly rate of pay, the student shall receive an additional four per cent (4%) in lieu of vacation.
11. No other provisions of the Collective Agreement shall apply to the students unless otherwise stated in this Appendix.

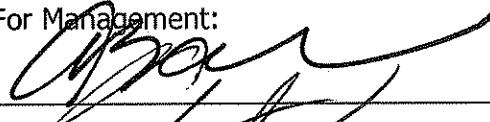
Agreed to: Sept. 19/11

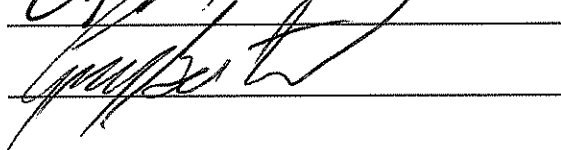
For the Union:





For Management:





**APPENDIX I
CONTRACTING OUT**

It is agreed that no bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out his/her work.

However, contracting out to an employer who will employ the employee with comparable terms and conditions of employment is not a breach of this letter of understanding.

An employee given notice of layoff or reassignment as a result of his/her work being contracted out may elect to take an unpaid leave of absence of up to one (1) year, in order to accept a job offered by the contractor. The leave will begin on the date that the employee commences employment with the contractor. If the employee wishes to return to the College, he/she must provide at least one hundred and twenty (120) calendar days written notice of his/her intention to return at the end of the leave.

The College will then apply Article 15.4.3, as appropriate. If no position can be identified pursuant to Article 15.4.3, no new notice of layoff under 15.4.4.1 need be provided to the employee.

The College will not provide wages or benefits to the employee during the leave.


Agreed to: Sept. 19/11

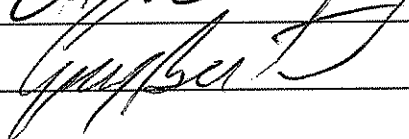
For the Union:





For Management:





[Date of Ratification]

Mr. Warren Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Sir:

Mobilizer Leave

The Union may at its discretion require up to four (4) employees from the college system be granted a leave of absence with pay, commencing ninety (90) days before the expiration of the collective agreement until ratification, for the purpose of assisting the Union in advising and educating the members with respect to the collective bargaining process and the issues in bargaining. The Union shall reimburse the College for all pay during such leaves.

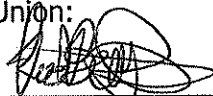
The Union will advise the Directors of Human Resources of the affected colleges, with copies to Council, of the name of such employees, as soon as practical, and in any event at least twenty-one (21) days prior to the commencement date of the leaves. No more than one employee shall be released from a particular college.

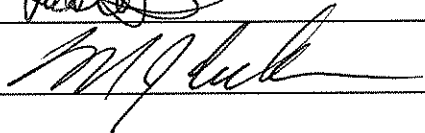
Such employees will be given access to colleges with the prior approval of the particular college's Human Resources Director which approval will not be unreasonably denied.

Yours truly,
Don Sinclair
Chief Executive Officer
College Employer Council


Agreed to: Sept. 19/11

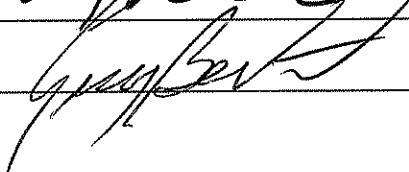
For the Union:





For Management:




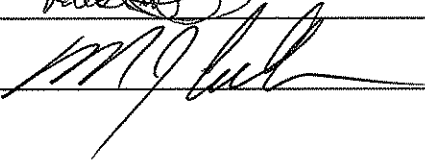


NEW Scheduling of Arbitration


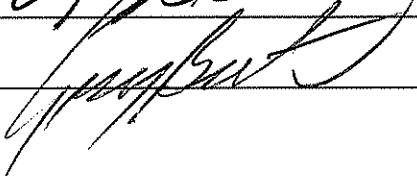
Where one party refers a grievance to arbitration in accordance with this Article, that party will endeavour to arrange for the matter to be scheduled at joint grievance scheduling within one-hundred-and-twenty (120 days).

Agreed to: Sept. 19/11

For the Union:

For Management:

OK 190911
MJC

(NEW) COMPRESSED WORK WEEK

The following terms and conditions shall apply when the College decides to implement a compressed work week:


- (i) The implementation of a compressed work week shall be considered a major change in shift schedules pursuant to Article 6.3.3. The normal work week shall be 10, 9.5, 9 or 8.75 hours per day scheduled on four (4) consecutive days.
- (ii) Overtime for will be paid for authorized work performed:
 - a. Consisting of a work period of at least one-quarter (1/4) hour in a day over the normal daily hours designated by the College; or
 - b. Consisting of a cumulative work period of at least one-half (1/2) hour over the normal work week as may be designated by the College
- (iii) Shift Premiums
 - a. For employees assigned a compressed work week no shift premium shall be payable if the majority of the regular hours worked are before 5:00 p.m.
- (iv) Vacation
 - a. For those employees assigned to compressed work week, their vacation entitlement will be calculated as follows:

15	days vacation will convert to	12
17	days vacation will convert to	14
18	days vacation will convert to	14
20	days vacation will convert to	16
21	days vacation will convert to	17
22	days vacation will convert to	18
23	days vacation will convert to	18
24	days vacation will convert to	19
25	days vacation will convert to	20
26	days vacation will convert to	21
27	days vacation will convert to	22
28	days vacation will convert to	22
29	days vacation will convert to	23
30	days vacation will convert to	24


- (v) Short-Term Disability
 - a. For the purpose of 8.1.3.1, employees on a compressed work week will receive eight (8) days at full pay and may accumulate one hundred and four (104) days.
 - b. Employees moving to and from a compressed work week will have their sick bank converted as follows:
 - i. Employees moving to a compressed work week will be credited with 0.8 of their existing sick bank. For example, an employee with a bank of ten (10) sick days, will be credited with eight (8) sick days.

- ii. Employees moving from a compressed work week will be credited with 1.25 of their existing sick bank
For example, an employee with a bank of ten (10) sick days will be credited with 12.5 sick days.
- c. For the purpose of 8.1.3.2, employees on a compressed work week will receive partial pay for one hundred and four (104) days.
- (vi) 15.4.4.1 - Employees on a compressed work week will have four (4) working days.
- (vii) Training Assignments
 - (a) When an employee on a compressed work week attends a training program, the College may change the employee's scheduled hours of work to the greater of:
 - (i) 7.0, 7.25, 7.50 or 8.0 hours per day, as applicable, or
 - (ii) The actual number of hours spent receiving training for each day that the employee participates in the training program.
 - (b) Where the change prescribed in (a) results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or payments by the College, as follows:
 - (i) The employee shall be required to work a corresponding number of hours to make up for any deficit hours; or
 - (ii) The employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours
 - (iii) Where there is mutual agreement, an employee may receive pay at his or her basic hourly rate for extra hours in lieu of being scheduled off duty
 - (c) Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with Paragraph (b), any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.
- viii) As a matter of clarity, there will be no split shifts.
- ix) The College will consult with the Local Union and the affected employees prior to implementation.
- x) **Article 6.1.4 shall apply to the compressed work week arrangements set out above.**
- xi) All other provisions of the Collective Agreement apply to employees on a compressed work week.

Date: Sept. 19/11



FOR MANAGEMENT



Housekeeping Proposal

1.5 No Strikes and No Lockouts

The Union agrees there shall be no strike and the Council agrees there shall be no lockout; "Strike" and "Lockout" being defined in the *Colleges Collective Bargaining Act, 1990*.

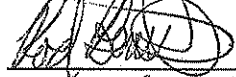
Proposal:

1.5 No Strikes and No Lockouts

The Union agrees there shall be no strike and the Council agrees there shall be no lockout; "Strike" and "Lockout" being defined in the *Colleges Collective Bargaining Act, 1990* 2008.

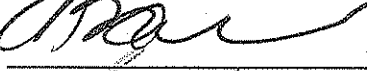
Agreed to June 7, 2011

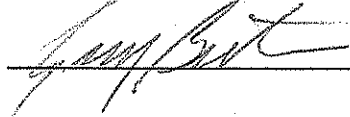
For the Union:



Michael J. Kirk

For Management:





Housekeeping Proposal

2.3 Ontario Human Rights

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 Union or the College because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.

Accommodation, if it is requested by the employee and it is determined to be required, is the duty of the College, the Union and the employee.

Proposal:

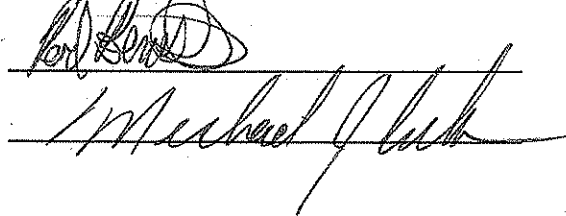
2.3 Ontario Human Rights

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 Union or the College because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap **disability**.

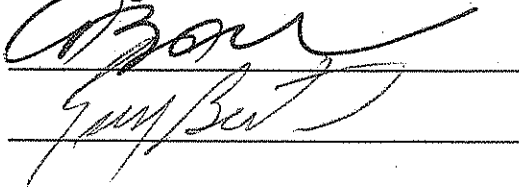
Accommodation, if it is requested by the employee and it is determined to be required, is the duty of the College, the Union and the employee.

Agreed to June 7, 2011

For the Union:



For Management:



Housekeeping Proposal

5.4.2 Application

Article 5.4.1 shall have no application to an employee who is successful in satisfying the requirements of Section 53(2) of the *Colleges Collective Bargaining Act, 1990* as to his/her religious convictions or belief.


Proposal:

5.4.2 Application

Article 5.4.1 shall have no application to an employee who is successful in satisfying the requirements of Section 53(2) **13(2)** of the *Colleges Collective Bargaining Act, 1990* **2008** as to his/her religious convictions or belief.


Agreed to June 7, 2011

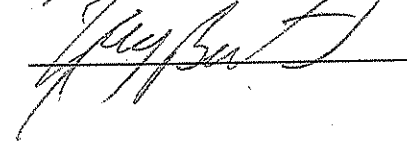
For the Union:



Michael J. Lusk

For Management:





Housekeeping Proposal

7.7 Special Allowance

On December 1, 2008, or in the pay immediately preceding December 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service shall receive a payment of four hundred and twenty-five dollars (\$425).

Starting September 1, 2009, on September 1 of each year or in the pay immediately preceding September 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service but less than ten (10) years continuous service shall receive a payment of four hundred and twenty-five dollars (\$425) and full-time bargaining unit members on active payroll with at least ten (10) years continuous service shall receive a payment of eight hundred and twenty-five dollars (\$825).

The determination of continuous service shall be governed by Articles 11.2 and 14.2.

7.7 Special Allowance

Proposal:

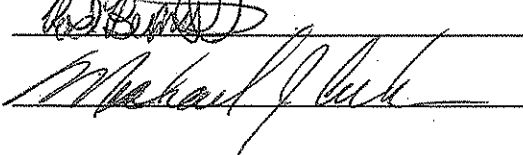
~~On December 1, 2008, or in the pay immediately preceding December 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service shall receive a payment of four hundred and twenty-five dollars (\$425).~~

Starting September 1, 2009, on September 1 of each year or in the pay immediately preceding September 1, full-time bargaining unit members on active payroll with at least six (6) months continuous service but less than ten (10) years continuous service shall receive a payment of four hundred and twenty-five dollars (\$425) and full-time bargaining unit members on active payroll with at least ten (10) years continuous service shall receive a payment of eight hundred and twenty-five dollars (\$825).

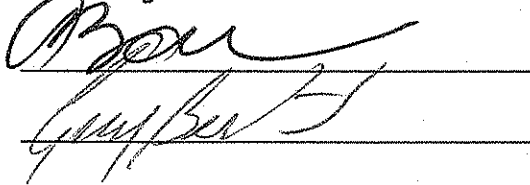
The determination of continuous service shall be governed by Articles 11.2 and 14.2.

Agreed to June 7, 2011

For the Union:



For Management:



Housekeeping Proposal

14.7.3.2 Employment Stability Fund Arbitrator

Where there is no majority decision under Article 14.7.3.1, any member of the ESC may refer the matter to the Employment Stability Fund Arbitrator (ESFA).

There shall be an ESFA established at each College to be appointed by agreement of the President of the College and the President of the Local Union. The appointment, which may be renewable by mutual agreement, shall be for one (1) year, commencing on September 1 and expiring on August 31. In the event that the President of the College and the President of the Local Union are unable to agree upon the appointment of an ESFA, either the College or the Local Union may request the College Relations Commission to appoint an ESFA and the ESFA shall, upon appointment by the College Relations Commission, have the same powers as if the appointment had been made by the College and the Local Union.

The ESFA may make any decision that the ESC is empowered to make under Article 14.7.3.1.

The ESFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESFA. The ESFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

The decision of the ESFA shall be final and binding on the parties and any employee affected by the decision. The ESFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

The College and the Union shall each pay one-half (1/2) of the fees and expenses of the ESFA.

Proposal:

14.7.3.2 Employment Stability Fund Arbitrator

Where there is no majority decision under Article 14.7.3.1, any member of the ESC may refer the matter to the Employment Stability Fund Arbitrator (ESFA).

There shall be an ESFA established at each College to be appointed by agreement of the President of the College and the President of the Local Union. The appointment, which may be renewable by mutual agreement, shall be for one (1) year, commencing on September 1 and expiring on August 31. In the event that the President of the College and the President of the Local Union are unable to agree upon the appointment of an ESFA, either the College or the Local Union may request the ~~College Relations Commission~~ **Minister of Labour** to appoint an ESFA and the ESFA shall, upon appointment by the ~~College Relations Commission~~ **Minister of Labour**, have the same powers as if the appointment had been made by the College and the Local Union.

The ESFA may make any decision that the ESC is empowered to make under Article 14.7.3.1.

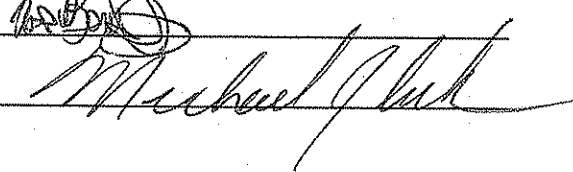
The ESFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESFA. The ESFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

The decision of the ESFA shall be final and binding on the parties and any employee affected by the decision. The ESFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

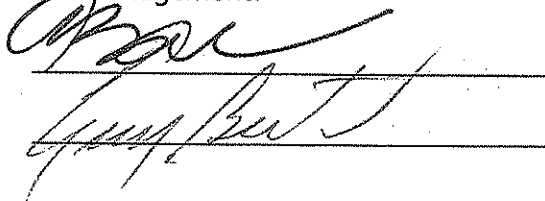
The College and the Union shall each pay one-half (1/2) of the fees and expenses of the ESFA.

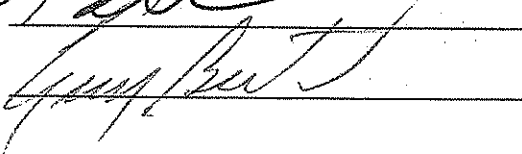
Agreed to June 7, 2011

For the Union:



For Management:





Housekeeping Proposal

18.1.1 Committee Secretary

"Committee Secretary" means the Executive Director of the Council.

Proposal:

18.1.1 Committee Secretary

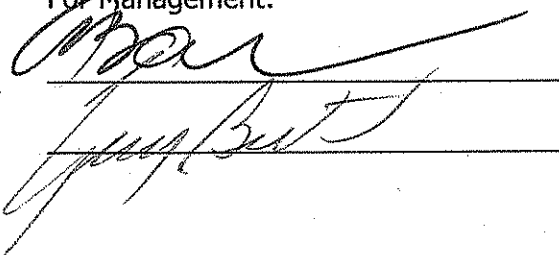
"Committee Secretary" means the Executive Director Chief Executive Officer of the Council.

Agreed to June 7, 2011

For the Union:



For Management:





Housekeeping Proposal

18.3.2 Multi-College Issues

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of Human Resources or designated persons of each College affected with copies to the Executive Director of the Council.

Failing settlement following the Step No. 3 meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step No. 3 reply.

Proposal:

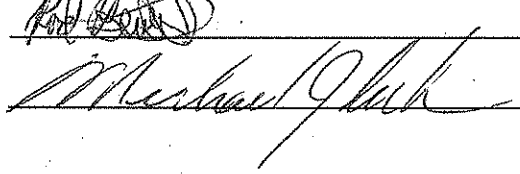
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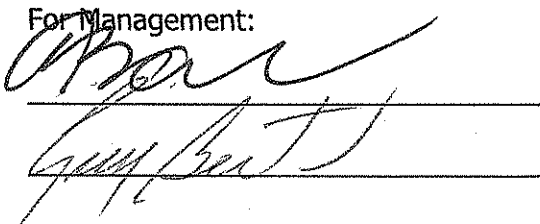
Failing settlement following the Step No. 3 meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step No. 3 reply.

Agreed to June 7, 2011

For the Union:



For Management:



Housekeeping Proposal

18.4.3.1 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. Cummings	K. O'Neil
J. Devlin	I. Springate
I. Hunter	L. Tenace
R. McLaren	M. Tims

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.

Proposal:

18.4.3.1 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. Cummings	K. O'Neil
J. Devlin	I. Springate
I. Hunter	L. Tenace
R. McLaren	M. Tims

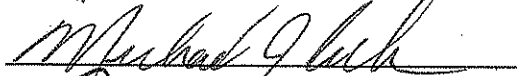
The Arbitrators shall be assigned either by agreement or failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list.

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.

Agreed to June 7, 2011

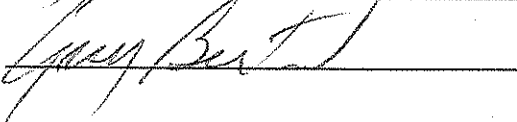
For the Union:





For Management:





Housekeeping Proposal

18.6.4 Powers

The Arbitration Board shall have those powers set out in the Colleges Collective Bargaining Act, 1990.

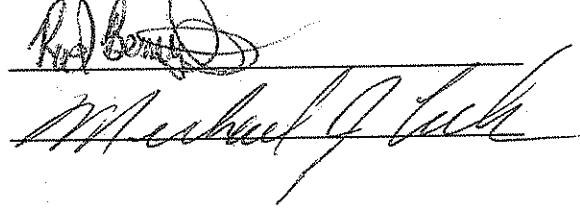
Proposal:

18.6.4 Powers

The Arbitration Board shall have those powers set out in the Colleges Collective Bargaining Act, ~~1990~~ 2008.

Agreed to June 7, 2011

For the Union:



For Management:

