

Memorandum of Settlement

**The College Employer Council for the College of Applied Arts and
Technology
and
Ontario Public Service Employees Union
on behalf of the College Support Staff Full-Time**

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

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters for the renewal of the collective agreement that expired on August 31, 2025.
2. The parties agree that the term of the collective agreement shall be from September 1, 2025 to August 31, 2028.
3. The terms of the Collective Agreement remain status quo except as modified by Appendix A.
4. Wage increases as outlined in Appendix E of the Collective Agreement shall increase as follows:
 - a. Effective September 1, 2025 - \$1.05 increase to base salary
 - b. Effective September 1, 2026 – 2% increase to base salary
 - c. Effective September 1, 2027 - 2% increase to base salary
5. The parties acknowledge that Appendix A requires re-numbering and agree to cooperate in good faith in any necessary housekeeping changes.
6. All other items are hereby withdrawn.
7. The parties agree to enter into the Return to Work Agreement attached hereto as Appendix B.
8. The parties further agree that the collective agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement.
9. Retroactive base rates, shift premiums, and on-call rates, shall be paid no later than ninety (90) days from the date of ratification by the Union.

10. For the purposes of Appendix D, the 910 hours shall be calculated based on the date the employee commenced in the position.
11. The parties agree to jointly request a ratification date of November 4, 2025, from the Ontario Labour Relations Board.
12. The parties agree to work collaboratively to proofread the Collective Agreement incorporating the terms of this Memorandum, and agree to sign the Collective Agreement within ninety (90) days thereafter.

Signed at Toronto this 15th day of October, 2025.

For The Union:

DocuSigned by:

Christine Kelsey

Signed by: 16FE472...

Shelley Gartshore

Signed by: 1EA6452...

XiaoYan Wang

Signed by: F63844F...

Pleann

Signed by: 9630998630474...

DB

Signed by: 91D6486...

Bob Holder

Signed by: 9A6629C204F1...

Veronica Attard

DocuSigned by: 2064896630410...

Bjorn

DocuSigned by: 1064896630410...

JK

Signed by: F7482A838D27406...

For The Employer:

Signed by:

Pascal Bessette

Signed by: 88AEE04E7CDB4B9...

Kim Watten

DocuSigned by: 45A...

Ian Wigglesworth

Signed by: 980475...

Jeremy Roy

Signed by: E63C84D6...

Marie Lapierre

DocuSigned by: 19...

Rachelle Perreault-Leveille

Signed by: 98B87A06FED4BC...

SL

Signed by: CE8E452...

Peter McEeracher

Signed by: 591693B6923546E...

Trish Appleyard

Signed by: 980475...

Bill Steinburg

DocuSigned by: 4A...

Cathy Viviano

Signed by: 4710B926545640C...

APPENDIX B: RETURN TO WORK AGREEMENT

BETWEEN:

COLLEGE EMPLOYER COUNCIL

(herein called the "Employer")

-and-

**ONTARIO PUBLIC SERVICE EMPLOYEES' UNION
FOR FULL-TIME SUPPORT STAFF**

(herein called the "Union")

This Return to Work Agreement forms part of the Memorandum of Settlement. The parties to this Agreement agree to comply with the following terms and conditions in order to provide for the early and orderly and safe return to work of bargaining unit employees of the Employer following the strike which commenced on September 11, 2025.

1. RETURN TO WORK

- 1.1 The Employer will recall employees including those with Appendix D positions to work, prior to the ratification vote, on their regular shift schedules commencing **Thursday October 16, 2025 at 12:01 a.m.** During the period prior to the ratification vote all employees shall be covered by the Terms and Conditions of the August 31, 2025 expiring Collective Agreement.
- 1.2 In the event that the Memorandum of Settlement is not ratified by the Union, the Employer may give notice of a lockout, or the Union shall give the Employer 48 hours' notice of resumption of the strike. The terms and conditions of the expiring collective agreement will remain in force until such time as the strike resumes or lockout commences.
- 1.3 Employees, including those in Appendix D positions, will be recalled to work in the position and location held prior to September 11, 2025. An employee who was regularly scheduled to work a certain shift shall be recalled to work the same shift.
- 1.4 Replacement workers, agency workers and workers hired by the Employer during the strike for the purposes of fulfilling the roles of striking employees will not continue to do bargaining unit work.
- 1.5 Any employee who has not returned to work within three days of recall and who has not provided a satisfactory explanation will be deemed to have abandoned their employment and seniority shall be lost.
- 1.6 Employees, including those in Appendix D positions, who return to work in accordance with Section 1.1 above, shall be paid the equivalent of their regular rate of pay for their normal

scheduled hours of work for October 13 to 15, 2025, subject to the successful ratification of the Memorandum of Settlement. For clarity, neither Article 10.5 - Working on Holidays nor any other premium pay shall apply to these hours. The mutual intention is for these hours to be paid at straight time.

- 1.7 Employees will be paid for all hours worked from the date an employee returns to work in accordance with Section 1.1 and there shall be no retroactivity of any kind except as provided otherwise in the terms of this agreement or the Memorandum of Settlement.
- 1.8 The union also acknowledges that it will clean up the picket line of any and all debris and barrels related to the picketing within forty-eight (48) hours following return to work. Further, the union will remove any trailers or structures related to the strike within seventy-two (72) hours of ratification. Colleges will remove any debris and/or structures remaining after 72 hours and will invoice the union for any costs incurred for same. The union shall reimburse the Colleges within 30 days. This Section supersedes any local picket protocol.
- 1.9 Subject to Section 1.1, all picketing will cease effective immediately.
- 1.10 Employees laid off pursuant to Article 15 of the Collective Agreement whose notice period expired pursuant to Article 15.3.5.2 during the strike shall not return to work under the terms of this Return to Work Agreement.
- 1.11 Any employee that was on accommodation or had an accommodation plan prior to September 11, 2025 shall continue on those accommodations or plans as previously agreed.

2. STRIKE TIME AND ACCRUAL OF CREDITS

- 2.1 Subject to Section 2.4 below, an employee returning to work shall be deemed to have accrued during the strike their seniority and service for all purposes of the Collective Agreement.
- 2.2 Any employees on probation shall have their probationary periods extended by the period of the strike (September 11, 2025 to October 15, 2025).
- 2.3 Returning employees shall not have their anniversary dates for advancement through the salary classification ranges affected by the strike.
- 2.4 Returning employees shall have their vacation entitlement prorated by the duration of the strike. All employees who had annual vacation requests approved prior to September 11, 2025, scheduled after the return to work as per Section 1.1 may continue as scheduled subject to manager confirmation.
- 2.5 Employees who wish to do so may buy back pension credits and earnings lost during the strike provided they pay both the employer and the employee share to the extent permitted by the CAAT pension rules.
- 2.6 Any lieu time or short-term disability days which an employee had accrued prior to September 11, 2025 shall remain available to the returning employee.
- 2.7 Time spent by an employee on strike shall extend the qualification period for Long-Term

Disability by the duration of the strike.

- 2.8 Eligibility for short-term disability shall commence upon the date of the general return to work as per Section 1.1 of this Return to Work Agreement.
- 2.9 It is agreed that any outstanding obligations with regard to the continuation of benefits payable by the union to the colleges will be discharged as agreed to by letter dated and signed by the parties on September 8, 2025.
- 2.10 As soon as possible, but no later than 20 working days following the successful ratification of the Memorandum of Settlement, the colleges will return to OPSEU/SEFPO the cost of the benefits for any member of the bargaining unit that worked during the strike on an anonymous basis.
- 2.11 As soon as possible, but no later than 20 working days following the conclusion of the strike, the colleges will return to OPSEU, a prorated portion of the premiums that had been placed on deposit with the colleges based on the number of calendar days of the strike during the months of September 11, 2025 and the month in which the strike was concluded.

3. NO REPRISALS

- 3.1 There shall be no reprisals or discipline by either party or their respective officers, representatives, agents or members in respect of any person in the employ of the college, whether covered by the collective agreement or not, arising from strike activities, including pre-strike activities or any other conduct in support of the strike during the period of the strike.
- 3.2 Neither party will initiate any grievance or any claim in any court or tribunal for damages or other relief, or any other claim, penalties or fines, for any matter arising during the strike, and will discontinue any that have been initiated.

4. MISCELLANEOUS

- 4.1 Any employee who was overpaid at the commencement of the strike shall have that overpayment deducted on the first pay period following the results of the ratification vote.

5. DISPUTE RESOLUTION

- 5.1 The parties agree that any issue arising out of the enforcement of this Return to Work Agreement or the Memorandum of Settlement shall be referred to Arbitrator Kaplan.

6. ANNOUNCEMENT OF END OF STRIKE

- 6.1 The parties agree to a media blackout regarding the Memorandum of Settlement and this Return to Work Agreement until 3:30 am on October 15, 2025.

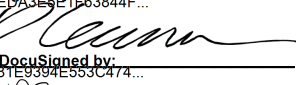
Dated at Toronto, Ontario this 15th day of October 2025.

For The Union:

DocuSigned by:
Christine Kelsey
81000A716FE472...

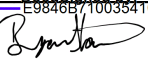
Signed by:
Shelley Gantshore
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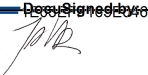
Signed by:
Xiaolan Wang
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DocuSigned by:

81E9394E33C474...

Signed by:
Bob Holder
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Signed by:
Veronica Attard
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DocuSigned by:

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For The Employer:

Signed by:
Pascal Bessette
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DocuSigned by:

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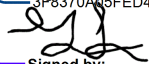
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Ian Wigglesworth
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Signed by:
Jeremy Roy
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DocuSigned by:

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Signed by:
Rachelle Perreault-Leveille
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Signed by:

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Signed by:
Peter Mekeracher
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Signed by:
Trish Appleyard
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Signed by:
Bill Steinburg
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Signed by:
Cathy Viviano
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APPENDIX "A"

4.2 List of Part-Time Employees

~~Once every four (4) months~~ **In the second week of February, June, and October and June,** the Local Union shall be provided with an electronic list of persons regularly employed for twenty-four (24) hours per week or less, who have been employed continuously for two (2) months or more and persons hired for projects of a non-recurring kind. The College shall supply the list showing the name, start date, anticipated termination date if known, job performed, department, payband, estimated average hours per week, and regular work location, of each such employee.

4.3.2 Employee Orientation

Where a College has a formal orientation meeting with a group of new employees, the Local Union will be given an opportunity to address the group during the meeting for the purpose of assisting the College in orienting the new employees to the College. **Where the College does not have a formal orientation, the College will schedule up to 15 minutes for a Union Local representative to meet with new employees in their first (1st) month of employment for Union Orientation.**

4.4 Harassment

4.4.1 Sexual Harassment

[...]

All colleges shall have and maintain a policy with respect to workplace sexual harassment at the College.

The time limits set out in Article 18 do not apply to complaints under this article, provided that the complaint is made within a reasonable time of the conduct complained of, or having regard to all the circumstances.

****The balance of Article 4.4 remains status quo.*

5.6.1 Copy of Agreement

~~Upon his/her date of hire, a copy of this Agreement shall be provided by the College to each new employee, and at the same time, the College shall notify the new employee of the name of his/her Steward or Local Union Officer,~~

Within **fourteen (14) days** after the signing of this Agreement, the College will post the Agreement on the College website.

5.6.1.1 Newly hired employees

Upon date of hire, the College shall notify the new employee of the name of the employee's Steward or Local Union Officer and provide the link to where they can access the Collective Agreement. Upon request of the new employee, the College shall provide a printed copy of the Collective Agreement.

5.6.1.2 All Employees

All employees shall have access to view and read the Collective Agreement from a College computer.

6.4 On-Call

On-Call refers to time periods during which an employee must be available and able to respond, within a reasonable time, to resolve a problem either by returning to the workplace or off-site (if applicable). On-call applies to time periods that are not regular working hours, overtime, stand-by or call back.

An employee assigned to be on-call is not required to stay at home, but they must make sure that they can be contacted and are able to start work within a reasonable time. It is understood that a return to the workplace may not be necessary in all situations. There shall be no pyramiding of premiums. Where the employee is recalled, the provisions of Article 6.3 shall apply.

~~Where an employee is assigned to be on-call, they shall receive one dollar (\$1.00) per hour for all hours that they are required to be on-call.~~ No employee shall be required to be on-call or be assigned on-call duty unless authorized in writing by their immediate Supervisor.

An employee assigned to be on-call shall not be paid for the on-call period, or part of the on-call period, if they were not available or were unable to work due to illness or other circumstances beyond their control.

Where the College requires employees to be on-call, qualified employees in the work group shall be selected first on a volunteer basis, in order of seniority, on a rotational basis. Where there are insufficient volunteers, assignment shall be made by reverse order of seniority. However, no employee shall be required to be on-call for more than one hundred and twenty-eight (128) hours per month. Notwithstanding the foregoing, no employee shall be prevented from voluntarily exceeding this maximum. **The on-call premium shall be one dollar and seventy-five cents (\$1.75) per hour for all on-call hours up to the monthly maximum, and three dollars (\$3.00) per hour for an employee who voluntarily exceeds the monthly maximum.**

Effective March 1, 2027, the on-call premium shall be two dollars (\$2.00) per hour for all on-call hours up to the monthly maximum, and four dollars (\$4.00) per hour for an employee who voluntarily exceeds the monthly maximum.

6.9 Communication Outside of Work

It is understood that the College does not expect employees to engage in work-related communications outside of scheduled shifts subject to the requirements of 6.3, 6.4, 6.6.

7.5 Shift Premium

The College shall pay a shift premium of ~~seventy-five (75) cents~~ **one dollar and twenty-five cents (\$1.25)** per hour for all regular hours worked between 5 p.m. and midnight and ~~one dollar (\$1.00)~~ **one dollar and seventy-five cents (\$1.75)** per hour for all regular hours worked between midnight and 6 a.m. Where more than fifty per cent (50%) of the hours worked on any regular shift fall within a period attracting the higher premium, the higher premium shall be paid for all regular hours worked.

7.6 Lead Hand Premium for Temporary Assignments

(Note: incorporates existing Letter of Understanding)

~~Where the College temporarily assigns an employee to Lead Hand responsibilities, in accordance with the Letter of Understanding entitled "Lead Hand Definition", the employee shall be entitled to a premium in the amount of seventy five (75) cents per hour over his/her current hourly wage for all hours worked during such assignment.~~

7.6.1 Temporary Lead Hand

Where the College determines that it is required, a Lead Hand may be temporarily designated within a work group giving due consideration to the ability, qualifications required for the position and seniority, in making the appointment. Such an assignment shall only be short-term and for a very specific period of time.

7.6.2 Temporary Lead Hand Duties

The temporary Lead Hand does not function as a Supervisor. Typical duties can include:

- 1. passing Supervisor's instructions to members of the work group, explaining new projects and assignments;**

2. allocating work assignments according to established methods and procedures, and establishing priorities as required.

7.6.3 Temporary Lead Hand Premium

Where the College temporarily assigns an employee to Lead Hand responsibilities, the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over their current hourly wage for all hours worked during such assignment.

7.6.4 Temporary Lead Hand Premium Limits

The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.

Balance of Article 7 remains unchanged

7.8 Ongoing Lead Duties

With the introduction of the evaluation system on March 1, 2007, Employees who are have been assigned "lead" or "coordinator" duties will have such duties reflected in their PDF and evaluated as such.

8.1.6 Vision Care

During the term of the Agreement, the Colleges agree to pay seventy-five per cent (75%) of the premiums for a Vision Care Plan providing coverage to a maximum of ~~four~~ **five** hundred **and fifty** dollars (\$**550.00**) each two (2) years for persons eighteen (18) years of age and over and ~~four~~ **five** hundred **and fifty** dollars (\$**550.00**) each one (1) year for persons under eighteen (18) years of age for glasses, frames, and contact lenses, subject to eligibility requirements and enrolment requirements, and the balance of the premium shall be deducted by payroll deduction.

8.1.7 Hearing Aids

The Colleges agree to pay seventy-five per cent (75%) of the premiums for the Hearing Aid Plan providing coverage to a maximum of **three** thousand **five hundred** dollars (~~\$3000~~) (**\$3500**) each three (3) years, per person, subject to eligibility requirements and enrolment requirements and the balance of the premiums shall be deducted by payroll deduction.

(NEW) 12.8 Domestic or Sexual Violence Leave

An employee shall be granted a leave of absence if the employee or a child of the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave of absence is taken for any of the following purposes:

- 1. To seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.**
- 2. To obtain services from a victim services organization for the employee or the child of the employee.**
- 3. To obtain psychological or other professional counselling for the employee or the child of the employee.**
- 4. To relocate temporarily or permanently.**
- 5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.**

Pursuant to the *Employment Standards Act, 2000*, the first five (5) days of the leave in each calendar year will be paid days by the College. The days may be taken intermittently or in one continuous period. The employee may be granted additional paid leave at the discretion of the College.

The College agrees that an employee who is the subject of domestic or sexual violence will not be subject to discipline if the absence or performance issue can be linked to the domestic or sexual violence.

Section 49.7 of the *Employment Standards Act, 2000* continues to apply.

Should the *Employment Standards Act, 2000* change and this provision be removed, or reduced, the College shall maintain the current level outlined above.

11.6 Carry-Over

Recognizing the needs of the College and the desires of employees, an employee may carry over up to three (3) weeks of vacation to the immediately subsequent vacation year consistent with efficient staffing requirements and subject to agreement on scheduling of the carry-over week(s) in the following vacation year at a time satisfactory to the College. **Where the College is unable to schedule an employee's vacation, the employee may carryover all unused vacation days, which will be scheduled by the College in the following vacation year.**

12.2.2 Family Leave

In each year, the College shall grant to each employee up to five (5) days of leave to care for members of the employee's immediate family when they are ill. **Time off can be taken in a minimum of half day increments.**

12.3 Bereavement Leave

On the death of an employee's parent, spouse (or common law spouse), child, stepchild, sibling, parent-in-law, sibling-in-law, child-in-law, grandparent, **chosen family**, spouse's grandparent, grandchild or guardian, **the** 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. **Such leave shall not be unreasonably denied.**

On the death of the sibling of an employee's 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.

Note: For the purposes of Article 12.3, chosen family refers to important and established non-biological kinship bonds.

13.2.1.1 Footwear

Where an employee is required by the College or by legislation, in order to perform their duties, to acquire and wear protective footwear, the employee shall provide the College with proof of purchase by March 1 each year and the College shall reimburse such employee, on the first pay day in April in each year, up to a maximum of one hundred and fifty **seventy-five** dollars (~~\$150.00~~) (**\$175.00**).

In situations other than the foregoing, the College may, in its discretion, (which discretion shall not be unreasonably exercised) reimburse such expense where it is recommended by the health and safety committee constituted under the *Occupational Health and Safety Act*.

13.2.1.2 Eye Protection

Where an employee is required by the College or by legislation, in order to perform their duties, to acquire and wear prescription eye protection, the employee shall provide the College with proof of purchase by March 1 each year and the College shall reimburse to such employee, on the first pay day of April in each year, up to a maximum of ~~twenty~~ **thirty** dollars (~~\$20.00~~) (**\$30.00**); in situations other than the foregoing, the College, may in its discretion, (which discretion shall not be unreasonably exercised) reimburse such expense where it is recommended by the health and safety committee constituted under the *Occupational Health and Safety Act*.

14.6.1 Employment Stability Committee

The parties agree that meetings should take place on a regular basis **to meet at least once in the Spring, Fall and Winter semesters at times that are mutually convenient.**

15.2 Notice to Local Union

When the College contemplates any action that may result in an employee who has completed the probationary period being subject to the layoff process, the College shall give fourteen (14) calendar days written notification to the Local Union President prior to written notice being provided to the employees affected. At the same time, the College shall provide the Local Union with all data used by the College, **including but not limited to staffing and financial information,** in formulating its tentative determination to undertake the action contemplated.

15.6.1 Recall by Seniority

Persons laid off hereunder who retain recall rights under Article 15 shall be recalled on the basis of seniority providing they can satisfactorily perform the core duties and responsibilities of the job without training, and provided such vacancy occurs ÷

~~—within twelve (12) months of their layoff if the individual has less than twenty-four (24) months continuous employment at the time of layoff; or~~

~~—**within eighteen (18) months of their layoff.** if the individual has twenty-four (24) or more months continuous employment at the time of layoff.~~

Recall rights are limited to positions equal to or less than the person's former payband.

Persons with recall rights will also be entitled to apply for vacancies posted pursuant to Articles 17.1 and 17.1.1.

15.10 Seniority Lost

Seniority shall be lost and employment deemed to be terminated if:

- the employee voluntarily quits;
- the employee is discharged for cause, unless such discharge is reversed through the grievance procedure;

- the person is laid off for a period in excess of ~~twelve (12) months~~ if the person has less than twenty four (24) months' continuous employment at the time of layoff, or is laid off for a period in excess of **eighteen (18) months** if the person has twenty four (24) or more months' continuous employment at the time of layoff;
- the employee overstays a leave of absence unless a reason satisfactory to the College is given;
- the employee utilizes a leave of absence for other than the reason for which such leave of absence was granted;
- the person having been laid off, fails to notify the College of their intention to return to work within seven (7) days following mailing of a registered notice of recall to their last recorded address with the College; or having provided such notification, if the person fails to return to work within ten (10) days from the date of mailing of such registered notice of recall;
- the employee is absent without prior authorization or approval for five (5) consecutive working days unless reasons satisfactory to the College are subsequently accepted; or
- the person is laid off and elects to waive all rights of recall and accepts severance pay.

15.11 Technological Change

15.11 This Article shall apply when the College introduces new technology in the form of new equipment or process substantially different in nature or design from that previously in effect which has the initial effect of displacing an employee from the employee's position or more than one employee from their positions.

In such circumstances, the College will provide the Union Local and the ESC at least 90 calendar days before the date on which the technological change is introduced with a description of the change and the approximate number of employees likely to be directly affected by the change. The ESC shall meet to discuss the effect on the employment status of employees directly affected and possible measures to reduce adverse effects of the technological change including discussion of developmental opportunities for employees for possible assignment to other positions within the College or assisting in a change of career for employees with suitable qualifications.

The ESC may have other persons at its meetings to assist in examination of the circumstances regarding the technological change.

The ESC may make recommendations on the measures for developmental opportunities or possibilities of other assignments, or other measures to assist the College and employees affected by the technological change.

Following the effective date of the technological change a reduction of employees resulting therefrom shall be carried out pursuant to Article 15.

Where it is considered mutually desirable that the Union Local and the College set out in writing the measures to be applied to any resolution reached in accordance with this Article, it shall be signed by the parties and shall have the effect of a provision of this Agreement and be subject to Article 18, Complaints/Grievances, but shall not continue beyond the terms of this Agreement as currently in effect.

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months

Where a position is posted in accordance with Article 17.1 and **either** the successful applicant leaves the position within six months of assuming it **or there is an additional vacancy for the same position reporting to the same first level manager within six (6) months of posting**, 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.

17.3.4 Excluded Positions

When a College temporarily assigns an employee to the duties and responsibilities of a position excluded from the provisions of the Collective Agreement, the employee's obligations to contribute to the regular monthly Union dues under Article 5.4 and their seniority shall continue during the period of such temporary assignment up to a maximum period of ~~twelve (12)~~ **eighteen (18)** calendar months unless extended by agreement of the Local Union and the College.

The College will notify the Union Local of the employee's name, excluded position title, and the date of when the employee is expected to return to their home position.

18.4.2 Mediators/Arbitrators

~~M. Bendel~~

18.5.5.1 Restrictions

The sole Arbitrator or Arbitration Board is restricted to determining whether the grievor's PDF accurately reflects their assigned job content (where disagreement exists) and to determining whether the grievor's job is properly evaluated pursuant to the CAAT Full-Time Support Staff Job Evaluation Manual.

The sole Arbitrator or Arbitration Board may not consider any examples of "regular & recurring" and/or "occasional" activities or responsibilities in excess of the number provided for in the PDF template.

Where the job content is disputed, each of the grievor and the College may submit the number of “regular & recurring” and/or “occasional” activities or responsibilities provided for in the PDF template.

APPENDICES

Appendix A – Joint Insurance Committee

4. Duties of Committee

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(viii) Management will be responsible for the recording of the public and in-camera Minutes that will represent the major subject matters discussed.

The draft Minutes will be distributed to all Committee members within a reasonable time following each meeting. At the next meeting of the JIC, the Committee will move for approval of the Minutes with any agreed upon amendments, additions or deletions to the Minutes. The Minutes shall be signed by the Co-Chairpersons of the Committee.

Each party may distribute copies of the approved public Minutes to their respective principals as they see fit. The approved in camera minutes will not be posted or distributed outside of the Committee.

(NEW) 9. Benefits Entitlement Booklet

There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.

Appendix D – Temporary Employees

The remaining provisions of Appendix D remain status quo.

6. The employee shall be entitled to the provisions of Articles **4.4**, 6.6, 7.5, and 10 of the Agreement.

NEW (numbering to be determined)

If an employee is the successful internal candidate for a position which they held immediately prior as an Appendix D, then the College shall waive the probationary period set out in Article 14.1 provided that the employee worked at least 910 hours in the Appendix D position.

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 their 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 Appendix.

An employee given notice of layoff or reassignment as a result of their work being contracted out may elect to take an unpaid leave of absence of up to ~~one (1) year~~ **twenty-four (24) months**, in order to accept a job offered by the contractor. **The employee may utilize the entitlements set out in Article 15.7.1 during this time.** The leave will begin on the date that the employee commences employment with the contractor. If the employee wishes to return to the College, they must provide at least ~~one hundred and twenty (120)~~ **ninety (90)** calendar days written notice of their 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.

LETTERS OF UNDERSTANDING

(NEW) Letter of Understanding – Re CCBA

During the 2025 round of negotiations, the parties discussed the work of the bargaining unit as it applies to full-time support staff. The parties acknowledge that the *Colleges Collective Bargaining Act, 2008* (Schedule 1 sections 3 and 5) describes those included and excluded from the full-time support staff bargaining unit. The parties reserve their rights.

(NEW) Letter of Understanding – Vacation Carry-Over Scheduling and Use Before August 31, 2027

There are employees with vacation carryover that exceeds the limits set out in Article 11.6. The parties agree that this carryover shall be scheduled by the College and taken by the employee no later than August 31, 2027.

(NEW) Letter of Understanding – Enhanced Severance Payments

Effective date of ratification (and superseding Article 15.5.1 and LOU – Article 15.5.1 – Severance Pay for the term of this agreement). Applies to all notices of layoff on or after date of ratification and before or on August 31, 2028:

15.5.1 General

Where an employee (other than one who is affected by contracting out and who elects to receive severance pay pursuant to Article 15.5.2) is laid off and has:

- less than five (5) years service and within twenty-one (21) calendar days of receipt of notice of layoff elects to waive all rights of recall under the Agreement, they shall receive severance pay equal to one (1) week pay at their current salary for each completed year of service **multiplied by 1.5.**

Example: For illustration purposes only, an employee with four (4) years of completed service will be entitled to severance pay equal to four (4) weeks' pay at current salary x 1.5.

- more than five (5) years service they will have their severance pay treated pursuant to the provisions of the Employment Standards Act., 2000, **multiplied by 1.5, to a maximum of thirty-two (32) weeks. If the employee chooses to retain recall rights, the employee's severance entitlement is paid out when the employee's recall rights have expired or at any time the employee chooses to waive recall rights.**

Example: For illustration purposes only, an employee with fourteen (14) years of completed service will be entitled to severance pay equal to fourteen (14) weeks' pay at current salary x 1.5. However, an employee with twenty-four (24) years of completed service would receive a maximum of thirty-two (32) weeks' severance pay.

Acceptance of severance shall not terminate the right to retraining under Article 15.7.

Red Circle Rates

Certain employees within the bargaining unit as of September 1, 202~~5~~² 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 **September 1, 2025** ~~September 1, 2022, September 1, 2023 and September 1, 2024.~~

~~The conditions set out herein shall also apply to bargaining unit employees at Algonquin College currently receiving a bilingual allowance.~~

Stand By

This will confirm, as discussed during negotiations, that a College and its Local Union may enter into a local agreement regarding stand-by.

Letter of Intent – Article 5.2

The Full-Time Support Staff Collective Agreement now provides an 18-hour formula, under Article 5.2, for time off for Local Union business at Colleges with Full-Time Support Staff complements of 350 or more. This will confirm our understanding that Mohawk College and Northern College will be considered to be Colleges to which this formula will apply for the duration of this Agreement.

Less Than 12 Months Positions

It is recognized that the Colleges have positions within the bargaining unit from time to time that, because of the nature of the service rendered, require staffing for less than twelve (12) months a year. In such a case, where less than full time employment is identified prior to the time of hiring such employees, the College may effect a layoff of such employees for a period of up to but not exceeding three (3) months in any employment year without regard to the provisions of the Collective Agreement. Notwithstanding the foregoing, seniority and service shall accumulate for all purposes under the Collective Agreement during such period of layoff. This provision shall have no application where the employee in lieu of layoff hereunder has been granted a leave of absence in which case Article 14.2 shall have application.

Prior to posting such a position, the College shall notify the Local Union of the circumstances and, where the Local Union requires discussion and explanation as to the basis for such a position being reduced to less than a twelve (12) month basis, it may request a meeting with the College, at which time a full explanation of the circumstances surrounding the designation of the position shall be given.

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.

Childcare

The parties agree that it is important to encourage opportunities for childcare for members of the Ontario college community.

Individual Colleges are encouraged to discuss with their Local Union related issues at the local level.

VDT & EERC

This will record certain understandings reached during negotiations for a renewal of the Full-Time Support Staff Collective Agreement, with respect to the new Article 13.4.

Where the Union College/Campus Committee is unable to reach agreement concerning additional employees to be affected by Articles 13.4.2 and 13.4.3, it is understood that either the College or the Local Union can refer the matter to the Employee/Employer Relations Committee for further discussion.

It is also understood that the Colleges will provide the Local Unions, on request, reasonable information respecting the locations of VDT equipment in use by employees in the bargaining unit in the Colleges, and the classifications of employees engaged in its use. Such requests shall be made within sixty (60) days after ratification of the Agreement and the Colleges will respond without undue delay.

Joint Transitional Committee

The parties agree to establish a Joint Transitional Committee to explore the potential impact of a directive from the Ministry of Colleges, Universities, Research, Excellence and Security, which would displace five (5) or more Full-Time Support Staff employees due to:

- a) the creation of a new College;
- b) a College merger;
- c) a program relocation from one College to another;
- d) other restructuring initiatives affecting multiple Colleges.

The parties recognize the principles and process established in Article 14.6 and further recognize that the specifics of some matters will only become apparent when the particular programs and services to be offered at the College have been identified.

The affected College(s) will strive to achieve the transfer of program(s) so that the transfer does not cause the layoff of employees as a direct result of the transfer.

The structure of the Joint Transitional Committee will be three (3) representatives chosen by OPSEU/SEFPO and three (3) representatives chosen by the CEC. Each party will ensure at least one (1) representative is from an affected College(s). Their mandate will be to:

- a) review the principles and guidelines as specified within the Letter of Understanding - Transfer of Programs and Services from St. Lawrence and Algonquin Colleges to La Cité collégiale (as set out in the 1997 - 2000 Collective Agreement);
- b) recommend the sequence for job postings and selection of affected employees;

- c) recommend in a timely fashion the appropriate processes or mechanisms to address the Ministry's directive.

The Joint Transitional Committee will be replaced by a Task Group comprising of:

- one (1) person appointed by each affected College
- one (1) person appointed by the OPSEU/SEFPO Local at each affected College
- one (1) person appointed by the re-mandated College (where applicable)
- one (1) person appointed by OPSEU/SEFPO for the Local Union at the re-mandated College (where applicable)
- one (1) person appointed by the CEC
- one (1) person appointed on a provincial basis by OPSEU/SEFPO

Based on the recommendations from the Joint Transitional Committee and keeping in mind the requirements of the Agreement, the function of the Task Group will be to make recommendations:

- a) to facilitate the movement of the bargaining unit members;
- b) regarding strategies to achieve this objective;
- c) to assist bargaining unit members who choose to transfer in adjusting;
- d) to assist bargaining unit members who have not transferred with retraining or other strategies to deal with dislocations.

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 fifty dollars (\$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 their insurer.

Grievance Scheduling

The parties agree that neither of the local parties can refuse a tentative arbitration date set by the Joint Grievance Scheduling Committee for any grievance more than two (2) times for the same case.

Subsequent requests for adjournments will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

Article 15.5.1 – Severance Pay (Renewed – Superseded by (NEW) Letter of Understanding – Enhanced Severance Payments)

For ease of reference in applying Article 15.5.1, the parties have agreed to summarize the current severance pay obligations under the *Employment Standards Act, 2000* as of September 1, 1997, for employees with more than five (5) years of employment, recognizing that reference should always be made to the Act, and the Act is subject to amendments from time to time.

Employees with more than five (5) years of employment are entitled to receive severance pay equal to the employee's regular wages for a regular non-overtime work week times (x) the number of years of employment to a maximum of twenty-six (26) weeks. A partial year of employment is prorated by month.

Employees with more than five (5) years of employment who are laid off may elect to receive their severance entitlement pursuant to the Act. If such an election is made the employee is deemed to have waived their recall rights under the Collective Agreement.

If the employee chooses to retain recall rights, the employee's severance entitlement is paid out when the employee's recall rights have expired or at any time the employee chooses to waive recall rights.

If an employee who has chosen to retain recall rights is subsequently recalled, the severance payment is retained by the College.

Accrual of Service and Seniority

The parties agree that to the extent that Articles 8.1.10.1, 14.2, and 11.2 may contain limitations on the accrual of service, seniority or vacation, during periods of LTD or illness or while in receipt of WSIB benefits and these limitations are found to violate the *Ontario Human Rights Code*, the employer agrees to hold the Union harmless from any penalties or damages that may be assessed against the Union as a result of such finding.

Clarification Regarding the Use of the Word "Persons"

It is agreed between the parties that the reason individuals are referred to as "persons" after being laid off, is to clarify that the rights that remain for such individuals are those that are specified in the agreement, and to avoid confusion as to the rights that "employees" enjoy such as vacation, benefits and holiday entitlement.

Return to Work

Every College shall have a Return-to-Work (RTW) policy within six (6) months from December 18, 2003 to support injured and ill employees in returning to work. Each policy shall contain the following:

- a statement of commitment that describes how the program will operate, which may include a permanent or ad hoc Return-to-Work Committee, consisting of representatives from the College and the Local Union
- strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed
- a description of roles and responsibilities for the various stakeholders involved in the RTW process
- a RTW process that outlines the steps to be followed in managing individual return-to-work cases, including a mediation component, if appropriate
- a communications and training component
- a process for regular reviews of the program

It is agreed that where a meeting as contemplated in this letter takes place by mutual consent, during regular working hours, representatives of 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. Time off to attend meetings shall not be unreasonably denied.

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 CEC, 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.

Pregnancy and Parental Leave

In addition to the changes agreed upon in Article 12.6, in the event the *Employment Standards Act, 2000* is amended to provide an extension to parental leave, the parties will attempt to agree on changes to Article 12.6 to permit the top up to be spread over the extended leave period at a reduced rate, provided that this does not result in the College paying, in total, a greater amount of top up than it would pay if the leave was not extended and is in compliance with legislative requirements. If the parties are unable to agree on the language, the issue can be referred to binding arbitration before a mutually agreeable arbitrator who will have no jurisdiction to make a decision inconsistent with the preceding sentence.

Notification of Contracting Out

Except in the case of an emergency or in the case of work or services already contracted out, if the College decides to contract out work or services which are being performed by employees at the commencement date of this Agreement, the College will notify the Local Union. At the Local Union's request, the parties shall meet within 5 working days to discuss the contracting out prior to the College entering into an agreement with the contractor. In the event the College proceeds with the contracting out, it will comply with Article 15.8 if that Article is applicable.

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.

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 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.

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.

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.

Implementation of the New Job Evaluation System

Time lines

The new job evaluation system will be in effect on March 1, 2007. During this time the following will occur:

- Human Resources staff and the Local Union will be trained by the Classification Review Committee (CRC) on the new system including directions on how to write a position description form (PDF)
- using the "train the trainer" model, Human Resources will train supervisors and employees on how to write a PDF
- all PDFs must be rewritten and evaluated using the new system
- CRC will issue the new payband structure and the Collective Agreement, which will be modified, where appropriate, to reflect the changes for the system

Implementation Guidelines

a) Determination of Payband

Using the new job evaluation system, the College will evaluate a position and determine the appropriate payband under the new structure. Using the incumbent's current hourly rate, the level assigned to the position will be the first level encountered that contains an hourly rate that is equal to or greater than the individual's current hourly rate.

Any position that is evaluated at a payband that does not contain an hourly rate equivalent to or higher than the incumbent's current hourly rate will retain the evaluated payband but the employee will be assigned the "grand-parented" or higher payband (definition follows).

b) Definition of "Grand-parenting"

The definition of "grand-parenting" for the purpose of determining an employee's payband and/or hourly wage for the implementation of the new system is:

- the position will retain the payband that was assigned through the evaluation process
- the incumbent's hourly wage rate will be grand-parented to the first payband that contains a hourly wage rate equivalent to or higher than the incumbent's current hourly wage rate
- for salary administration, pension and group insurance purposes, the incumbent will be treated at the grand-parented higher hourly wage rate. For example, for LTD purposes the grand-parented wage will be insured and if the employee does go off on LTD their monthly benefit will be based on the grand-parented payband.
- for the purpose of Article 15, the incumbent's rights will be treated at their grand-parented payband and not the payband of the position. For example, bumping rights will begin at the payband of the employee and not the payband of the position. In some cases, the payband that an employee is grand-parented at for salary administration purposes and Article 15 may be different. This will only happen in some unique circumstances when an employee is progressing through the wage grid. To determine an employee's "grand-parented" payband, use the maximum wage rate (4 year rate) of the employee's current payband to find the first payband that contains a hourly wage rate equivalent to or higher than the maximum wage rate of the incumbent's current payband.
- should an employee who is at a grand-parented payband, be reassigned through Articles 15 or 17.2, to another position (either to a higher or lower payband) then the employee will no longer be grand-parented and will be paid the wage rate appropriate for the position assigned. For example, if the employee is successful for a job competition to a position that has a wage rate either higher or lower, the employee will receive the wage rate for the position and will no longer be grand-parented. Note - this would not apply to temporary assignments contemplated under Article 17.3.
- when the position becomes vacant - both it and the employee who is newly assigned to it will be paid at the appropriate payband rate the position has been evaluated at.

c) Determination of Payband for Existing Red Circle, Swan or Grand-parented Employees

Outlined below are the steps to be followed when determining the payband and wage rates for individuals who are currently red-circled, swan rated (individuals in special computer classifications due to a 1987 arbitration decision) or grand-parented.

1. The "red-circle amount" is the difference between the hourly wage in Appendix E of the current Collective Agreement for the employee's payband and the hourly rate the College is paying the incumbent in the position.

2. Determine the appropriate level and hourly rate following the instructions outlined in a) above.

3. If the new rate is lower than the sum of the "red-circle amount" and the previous payband hourly wage, then that current hourly rate does not change (i.e. no increase to the employee's hourly wage) but the red-circle amount is reduced by the difference between the new hourly rate and the previous hourly rate. (see Example 1 below)

4. If the new rate is higher than the sum of the "red-circle amount" and the previous payband hourly wage, then that becomes the wage and the individual is no longer red-circled. (see Example 2 below)

Existing System:

Incumbent's currently hourly rate is \$18.19

The payband hourly rate is \$15.69

Therefore, the "red-circle amount" is \$ 2.50

New System (after position evaluated):

Example 1

Payband hourly rate for the NEW system is \$15.75

Incumbent's hourly rate remains at \$18.19

"Red-circle amount" is \$2.44 (only the red-circle amount is reduced)

Example 2

Payband hourly rate for the NEW system is \$18.20

Incumbent's hourly rate increases to \$18.20

"Red-circle amount" is \$0 (no longer red-circled)

5. The "red-circling" provisions in the Collective Agreement will continue to apply to these individuals. There is no pyramiding of the "red-circling" and "grand-parenting" provisions.

d) Progression

If the level of the hourly wage rate assigned above (using (a) or (c)) is less than six (6) or the "4 year" rate, then the incumbent will be able to progress through the levels in accordance with Article 7.3.

Determination of the "progression" or "anniversary" date:

- if prior to the implementation date, the incumbent is progressing through the wage grid then the "progression" or "anniversary" date will remain unchanged; however,

- if the incumbent is at the maximum hourly wage rate, then the "progression" or "anniversary" date will be the effective date of the new system.

e) Moratorium of Classification Grievances

Effective September 22, 2005, the CRC will issue a moratorium on both reclassification requests and classification grievances being filed. This will remain in effect until March 1, 2007.

Any reclassification requests or classification grievances in process before this date can continue and classification arbitrations will be scheduled as needed.

f) Article 6.1.2.2 Forty (40) Hours per Week

With the introduction of the new job evaluation system, job families will no longer be associated with Full-Time Support Staff positions. If, prior to the implementation of the new system, an employee (hired before September 1, 1997) was assigned forty (40) hours per week, that employee will not have their hours reduced unless the employee agrees or they are the successful applicant for a position with fewer hours. The intent is not to disadvantage employees who were previously covered by this Article prior to the introduction of the new job evaluation system.

Direct Operating Grants From The Ministry of Community and Social Services

The parties agree that prior to a College making the determination as to how it intends to allocate any Direct Operating Grant received from the Ministry of Community and Social Services for childcare centres, the College and the Local Union shall discuss such allocation at a meeting of the Union College/Campus Committee (Article 4.6).

Long Term Disability

This is to confirm the understanding reached at negotiations that the CEC agrees to amend the Long Term Disability Plan such that the definition of "total disability" for the first two year period during which benefits may be payable shall mean the inability of the disabled employee to perform the duties of their position. After the first two years that benefits may be payable, "total disability" shall mean the inability to perform the duties of any position for which the employee is suited by training or experience.

Layoff/Recall Process – Bumping

For clarity, the parties agree that the following illustrative examples demonstrates the general sequence of assignment which occurs pursuant to Article 15.4.3, after March 1, 2007.

Illustrative Example 1:

Assuming that an employee in payband C is to be laid off and no vacant position exists in payband C, the employee is first considered to replace the most junior employee in their payband. If the employee cannot satisfactorily perform the core duties and responsibilities of the job, then they are considered to replace the next most junior person in their payband, and

so on. Once all positions in the employee's payband that are held by more junior employees are considered, and it is determined that the employee cannot satisfactorily perform the core duties and responsibilities of the job, vacancies in payband B are considered. Assuming no suitable vacancies in payband B exist, the position held by the most junior employee in payband B is considered. If the employee cannot satisfactorily perform the core duties and responsibilities of the job, the position held by the next most junior employee in payband B is considered, and so on until all positions held by more junior employees in payband B are considered. If none are suitable, vacant positions in payband A are considered, etc. The employee will be assigned to the first position identified pursuant to this sequence for which they can satisfactorily perform the core duties and responsibilities of the job.

Illustrative Example 2:

Employee #1 is in a position evaluated at payband D and is grand-parented at payband E (wage) and payband F (Article 15). For bumping purposes, Employee #1's rights start at payband F. Following the sequence above, if a vacant position in payband F does not exist, then consideration is given to a position in payband F held by a more junior employee. If Employee #1 can satisfactorily perform the core duties and responsibilities of the position in payband F held by the junior employee (Employee #2), then Employee #1 is assigned to both that position and the appropriate wage rate in payband F. Employee #1 is no longer grand-parented for any purpose. Employee #2 is grand-parented at payband G (wage and Article 15). Therefore, for bumping purposes, Employee #2's rights start at payband G and the steps outlined above are followed. If Employee #1 cannot satisfactorily perform the core duties and responsibilities of any position in payband F, then vacancies in payband E are considered. Assuming no suitable vacancies in payband E exist, the position in payband E held by the most junior employee is considered. If Employee #1 cannot satisfactorily perform the core duties and responsibilities of the job, the position in payband E held by the next most junior employee is considered, and so on until all positions in payband E held by more junior employees are considered. If none are suitable, vacant positions in payband D are considered, etc. Employee #1 will be assigned to the first position identified pursuant to this sequence for which they can satisfactorily perform the core duties and responsibilities of the job and the corresponding wage rate for that position. Employee #1 is no longer grand-parented for any purpose.

Job Postings – Other Colleges

This is to confirm the understanding reached at bargaining that in the event of a vacant position in the bargaining unit which a College advertises outside the College in a newspaper or other trade journal, the College will fax such positions to the Human Resources Director of all Colleges and OPSEU/SEFPO. The Human Resource Directors shall provide a copy to their Local Union President. At the time an employee is laid off and provided the individual chooses to retain recall rights, the College will assist the individual to prepare a portfolio in order to facilitate placement in appropriate vacancies. Such portfolios may include such things as a performance appraisal, resume, skills assessment, current PDF and circumstances which

triggered the layoff. The College will send the portfolio to any College requested by the individual. The College agrees to consider portfolios in its possession for appropriate vacancies at its College which are advertised outside the College in a newspaper or other trade journal, for the duration of their recall rights.

Should the College with a vacancy hire an employee through the above process, then the employee shall retain all past service for purposes of benefit entitlement and vacation. It is understood such retention of service shall not be credited towards the probationary period or seniority. The College may start the employee at a step higher than the start rate on the appropriate payband.

Conflict Between Booklet and Original Signed Version

It is understood that in the case of conflict between this booklet and the original signed Collective Agreement, the original signed document will prevail.