

**EXTENSION AGREEMENT**

("The Agreement")

**College Employer Council (the Council)**  
(For Colleges of Applied Arts and Technology)

("the Employer")

- and -

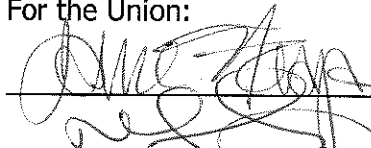
**Ontario Public Service Employee's Union**  
(For Support Staff Employees)

("the Union")

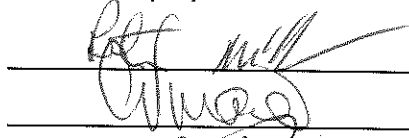
1. Subject to ratification by both parties, and subject to the terms of settlement stipulated herein, this Agreement forms the basis of the full and final settlement of an extension of the existing terms applicable to the Support Staff Bargaining Unit. The ratification process will be completed by both parties as quickly as possible. Ratification of the settlement shall be deemed to have occurred on the Union's ratification date.
2. Both parties agree not to serve notice on the other that it wishes to bargain for a new collective agreement covering the period of September 1, 2018 to August 31, 2022 in accordance with the *Colleges Collective Bargaining Act, 2008* provided this Agreement is ratified by both parties.
3. The terms of this Extension Agreement shall be effective September 1, 2018, except as otherwise provided in this Extension Agreement.
4. The undersigned unanimously agree to recommend the terms of settlement as outlined in Appendix A and B to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
5. The terms of this Agreement shall remain confidential until 11:59 p.m. July 27 2017.

Dated at Toronto, this 27 day of July 2017.

For the Union:

  
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For the Employer:

  
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## **Appendix A – Support Staff Bargaining Unit**

### ***Term:***

- Four (4) year term (September 1, 2018 – August 31, 2022)

### ***Wages (Across the Board (ATB)):***

- 1.5% ATB (March 1, 2018)
- 1.0% ATB (September 1, 2019)
- 1.0% ATB (March 1, 2020)
- 1.0% ATB (September 1, 2020)
- 1.0% ATB (March 1, 2021)
- 1.0% ATB (September 1, 2021)
- 1.25% ATB (March 1, 2022)

### ***Catastrophic Drug Coverage***

Mandatory, employee-paid catastrophic drug coverage plan for out of pocket expenses after \$2,500.00 effective March 1, 2018.

### ***Extended Health Care and Dental***

The parties agree that, in the event improvements are negotiated during the academic bargaining for the renewal of the collective agreement expiring September 30, 2017 to the Extended Health Care or Dental benefits applicable to the academic bargaining unit, those improvements will be implemented, pursuant to Article 8 of the Support Staff Collective Agreement, within 6 months of the effective date of the improvement to the academic plans.

### ***Support Staff Arbitrators***

The parties agree to meet to determine whether they can agree on the removal from Articles 18.4.2 and 18.5.3.1 of certain arbitrators and the addition of replacement arbitrators.

### ***All other Terms and Conditions:***

- Confirm all other terms and conditions of the current collective agreement, including letters of understanding and appendices, will remain status quo for the term of the collective agreement except as amended by Appendix B.

## Appendix B – Collective Agreement Language

### 1. Article 12.2 to read as follows:

#### Article 12.2 Personal Leave with Pay

##### 12.2.1

Both parties to this Agreement recognize the over-riding professional responsibility to the students. Leaves of absence as provided in this Article will therefore be scheduled where possible to ensure a minimum of disruption to the educational programs and services of the College. Reasonable notice shall be given to the supervisor concerned. It is understood that leaves under Article 12, Leaves of Absence, or under Article 8, Short-Term Disability Plan (STD), that are for the purpose of dealing with the death, illness, injury, or medical emergency of a person referred to in 12.3 or are for personal illness, injury, or medical emergency should be credited towards the emergency leave provisions of the *Employment Standards Act, 2000*.

##### 12.2.2

Leaves of absence for religious leave may be granted at the discretion of the College, in accordance with existing human rights standards regarding accommodations, without loss of regular salary. Where leave of absence for religious reasons is denied, reasons shall be given in writing to the applicant where requested.

##### 12.2.3

In each year, the College shall grant to each employee up to five days of leave to care for members of the employee's immediate family when they are ill.

##### 12.2.4

For the purpose of 12.2.3, an employee's immediate family shall mean the employee's spouse (or common-law spouse resident with the employee), children (including children of legal or common-law spouse), and parents (including step-parents or foster parents).

##### 12.2.5

Except as provided in 12.2.6 leave pursuant to 12.2.3 shall be without pay.

##### 12.2.6

The employee may apply for benefits under the Short-Term Disability Plan as described in Article 8 with respect to the day or days of leave taken under 12.2.3. All the terms of Article 8, Short-Term Disability Plan, shall apply to the period of leave as if such period was an illness of the employee.

## 2. Add 8.1.9.4

**If a full-time employee is absent from work for the purpose of caring for a member(s) of their immediate family, the employee may apply for leave under Article 12.2. Days withdrawn from the employee's sick leave credits for this purpose will not be counted towards the elimination period for LTD.**

## 3. Article 12.6 to read as follows effective January 1, 2018:

### Article 12.6 Pregnancy and Parental Leave

#### 12.6.1 Pregnancy Leave

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks **pregnancy** leave of absence without pay, for the purpose of childbirth, **or such other longer or shorter period of pregnancy leave as is required to be granted under the *Employment Standards Act, 2000*.** The leave of absence shall be in accordance with the **pregnancy leave** provisions of the *Employment Standards Act, 2000* (Ontario).

#### 12.6.2 Parental Leave

An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence without pay, **or such other longer or shorter period of parental leave as is required to be granted under the *Employment Standards Act, 2000*.** provided the employee applies in writing two (2) weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the **parental leave** provisions of the *Employment Standards Act, 2000* (Ontario).

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

#### 12.6.3 Extension of Parental Leave for Adoption

The College, in considering any request for an extension in adoption leave in excess of that provided under Article 12.6.2, shall give consideration to any medical or other relevant conditions required by the local adoption agency. This request for a leave without pay should be made, in writing, a minimum of two (2) weeks prior to the expiry of the leave in Article 12.6.2.

#### 12.6.4 Seniority Accumulation

Employees on pregnancy or parental leave shall continue to accumulate seniority for the duration of their leaves.

## 12.6.5 Supplementary Unemployment Benefit Plan

### 12.6.5.1 Eligibility for Benefit

An employee entitled to **pregnancy and/or parental** leave under Article 12.6, who provides the College with proof that the employee has applied for and is eligible to receive ~~the~~ **Employment Insurance (EI)** benefits pursuant to Sections 22 or 23, *Employment Insurance Act* S.C. 1996, c.23, **as amended from time to time**, shall be paid **a top-up**, an allowance in accordance with the Supplementary Unemployment Benefit Plan.

### 12.6.5.2 Payment

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

- (i) for the first ~~two (2)~~ weeks **waiting period of the first leave taken under Article 12.6.1 and/or 12.6.2, as applicable, during which the employee is serving the *Employment Insurance* waiting period,** a payments equivalent to ninety-three percent (93%) of the actual rate of pay for his/her position which the employee was receiving on the last day worked prior to the commencement of the leave;

and,

- (ii) for the balance of the period during which **up to a maximum of 51 additional weeks while the employee is on pregnancy and/or parental leave, and provided** the employee is eligible to receive ~~the~~ **Employment Insurance (EI)** benefits pursuant to Sections 22 or 23, *Employment Insurance Act*, S.C. 1996, c.23, **as amended from time to time, or was eligible to receive such EI benefits but has received the maximum number of weeks payable**, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual rate of pay for his/her position which the employee was receiving on the last day worked prior to the commencement of the leave. **The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.**

### 12.6.5.3 Compliance with *Employment Insurance Act*

Notwithstanding Article 12.6.5.1 and 12.6.5.2, the terms of this plan will be construed so that it complies with Regulation 37(2) of the E.I. Act.

**In no event will the top-up payment exceed the difference between 93% of the employee's actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to an election by the**

**employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act* and any other earnings received by the employee.**

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

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

#### **12.6.5.4            Transfer**

Where an employee has been transferred to a different position pursuant to Article 13.4.1, the SUB Plan payments will be based on the actual rate of pay for the position she worked in prior to the transfer.

#### **4. (NEW) Letter of Understanding – 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.**

#### **5. (NEW) Letter of Understanding - 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.**

**6. Letter of Understanding - Initiatives/Opportunities to read as follows:**

**Initiatives/Opportunities**

The terms of this Letter of Understanding apply to "Initiatives/Opportunities" bargaining unit positions. An "Initiative/Opportunities" position is a position within the Support Staff bargaining unit, in which the established termination date is known at the time the position is created and forms part of the employment contract with the individual who is selected for the position. An "Initiatives/Opportunities" position will not be used to replace existing full-time Support Staff bargaining unit positions. All provisions of the Collective Agreement, except for Article 15, shall apply.

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

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

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

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

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

**7. Letter of Understanding - Red Circle Rates to read as follows:**

**Red Circle Rates**

Certain employees within the bargaining unit as of **March 1, 2018** enjoyed "red circle" rates paid due to special circumstances including transfers to positions within the bargaining unit. To the extent those special circumstances continue during the term of the Collective Agreement, the employees in question shall continue to enjoy such "red circle" rates and the cents per hour differential over their respective rates and the then current applicable wage rate for the payband shall apply, subject to the reduction (or elimination) of such red circle rates by the lesser of 10 cents per hour or the elimination of such "red circle" rate, effective from **March 1, 2018, September 1, 2019, March 1, 2020, September 1, 2020, March 1, 2021, September 1, 2021, and March 1, 2022.**

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