

# **PART-TIME SUPPORT STAFF COLLECTIVE AGREEMENT**

**BETWEEN:** COLLEGE EMPLOYER COUNCIL (the Council)  
(FOR COLLEGES OF APPLIED ARTS AND TECHNOLOGY)

**AND:** ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(FOR PART-TIME SUPPORT STAFF EMPLOYEES)

**EFFECTIVE FROM:** February 21, 2019

**TO:** January 31, 2021

AGREEMENT MADE THIS 30th DAY OF JANUARY, 2019

BETWEEN:

**COLLEGE EMPLOYER COUNCIL**  
(hereinafter referred to as the "Council")  
with respect to and on behalf of the  
Colleges of Applied Arts and Technology  
(hereinafter referred to as the "College" or "Colleges")

And

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION**  
(hereinafter referred to as the "Union")

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## **1. RECOGNITION**

### **1.1 Exclusive Bargaining Agent**

#### **(1) The Union is recognized as the exclusive bargaining agent for:**

- (a) all persons regularly employed by an employer for not more than twenty-four (24) hours a week in positions or classifications in the office, clerical, technical, health care, maintenance, building service, shipping, transportation, cafeteria and nursery staff; and
- (b) all persons employed by an employer for a project of a non-recurring kind in positions or classifications in the office, clerical, technical, health care, maintenance, building service, shipping, transportation, cafeteria and nursery staff.

#### **(2) The Part-Time support staff bargaining unit does not include,**

- (a) foremen or supervisors;
- (b) persons above the rank of foreman or supervisor;
- (c) persons employed in a confidential capacity in matters related to employee relations or the formulation of a budget of a college or of a constituent campus of a college, including persons employed in clerical, stenographic or secretarial positions;
- (d) other persons employed in a managerial or confidential capacity within the meaning of Article 5 of Schedule 1 to the *Colleges Collective Bargaining Act, 2008*;
- (e) students employed in a co-operative educational training program undertaken with a school, college or university;
- (f) a graduate of a college during the period of twelve (12) months immediately following completion of a course of study or instruction at the college by the graduate if the employment of a graduate is associated with a certification, registration or other licensing requirement;
- (g) a person who is a member of the architectural, dental, engineering, legal or medical profession, entitled to practise in Ontario and employed in a professional capacity; or
- (h) a person employed outside Ontario.

## **1.2 Binding on the Parties**

This Agreement is binding on the parties hereto and the employees as defined in Article 1.1 (1) (Exclusive Bargaining Agent).

## **1.3 No Strikes and No Lockouts**

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

## **2. DEFINITIONS**

### **2.1 Regular Part-Time Employees**

Regular Part-Time Employees are employees employed in a continuous position of indefinite extent with regularly scheduled hours on a weekly basis.\*

### **2.2 Casual Employees**

Casual Employees are those who work on a call-in basis and/or do not have regularly scheduled hours on a weekly basis.

### **2.3 Temporary Employees**

Temporary Employees are those who are employed to replace Regular Part-Time Employees on leave or who are employed for a period of up to nine (9) consecutive months, or such longer period as the College and the Local Union may agree.

### **2.4 Student Employees**

Student Employees are students who are occupying positions that are only made available to current students of the College.

### **2.5 Project of a Non-Recurring Kind Employees**

Project of a Non-Recurring Kind Employees are employees who are employed in projects of a non-recurring kind.

- \* Some Regular Part-Time employees may occupy less than twelve (12) month positions.

### **3. RELATIONSHIP**

#### **3.1 Interference**

The Colleges and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of activity or lack of activity in the Union.

#### **3.2 Union Activities**

The Union agrees there will be no union activities on the premises of the Colleges, except as specifically referred to in this Agreement or approved in writing by the College.

#### **3.3 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, gender identity, gender expression, age, record of offences, marital status, family status or 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.

## **4. MANAGEMENT FUNCTIONS**

### **4.1 Union Acknowledgements**

The Union acknowledges that it is the exclusive function of the Colleges to:

- maintain order, discipline and efficiency;
- hire, discharge, transfer, classify, assign, appoint, promote, demote, lay off, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance as provided for in this Agreement;
- generally to manage the College and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and positions required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

The Colleges agree that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **5. UNION/MANAGEMENT INTERESTS**

### **5.1 List of Employees**

The College shall provide a list of employees to the Local Union President in the second week of October, February and June. This list will include each employee's name, job title, start date, department, rate of pay, location, and employee type (Regular Part-Time, Casual, Temporary, Students or Projects of a Non-Recurring Kind). For Regular Part-Time Employees, the list will include the anticipated number of weekly hours.

### **5.2 Work of a Personal Nature**

Employees shall not be required to do work of a personal nature which is not connected with the operation of the College.

### **5.3 Union/College Committees**

#### **5.3.1 General**

The parties agree to create a Union/College Committee at each College. The Committee will consist of up to three (3) members appointed by the Union from among employees at the College covered by this Agreement and up to three (3) members appointed by management.

#### **5.3.2 Membership**

The highest ranking part-time steward of the Local Union shall co-Chair the Committee and one of the College appointees shall be the other co-Chair. It shall be the responsibility of the Union to supply the College with the names of its Committee members. The President of the Local Union may also attend when required.

#### **5.3.3 Functions**

The Committee shall meet six (6) times per calendar year, unless the parties agree otherwise. The location and timing of those meetings shall be by mutual agreement.

Prior to each meeting, the Union shall provide an agenda of matters that it proposes to discuss. The College may add matters to the agenda.

It is agreed that when a meeting as contemplated by this sub-article takes place by mutual consent during scheduled working hours, the member shall not suffer any loss of pay as a result of attending such a meeting. Should a meeting be scheduled on a member's scheduled time off, the employee will be

paid for time spent in the meeting. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend such a meeting shall not be unreasonably withheld consistent with College operating requirements.

#### **5.3.4 Excluded Matters**

It is agreed that meetings held under this Article shall not concern or entertain matters that are the subject of a formal grievance.

#### **5.4 Employee/Employer Relations Committee**

The parties agree to the establishment of an Employee/Employer Relations Committee. The parties further agree to meet within sixty (60) days of ratification (February 21, 2019). The terms of reference, found in Appendix 4, may be altered by the parties, from time to time, by mutual agreement.

## **6. HARASSMENT**

### **6.1 Sexual Harassment**

The Colleges and the Union are aware of the provisions of the *Ontario Human Rights Code* that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the President or designate and who is not the person against whom the complaint is made.

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

At any point in the procedure the complaint may be referred to the Human Rights Tribunal of Ontario (HRTO).

### **6.2 Bullying/Psychological Harassment**

The College shall make reasonable provisions to ensure that employees have the right to be free from bullying/psychological harassment as defined within this article. The College and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.

Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:

- takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
- affects an employee's dignity, or psychological or physical integrity, and/or
- results in a harmful work environment.

Examples of bullying/psychological harassment include, but are not limited to, the following:

- berating/belittling an individual;
- repeated unwarranted criticism;
- undermining or deliberately impeding a person's work;
- spreading malicious rumours or gossip that is not true;
- physical gestures intended to intimidate, offend, degrade or humiliate an individual.

Reasonable action by a College, a manager and/or a supervisor in the course of managing the workplace is not bullying/psychological harassment. Examples of this include, but are not limited to, the following:

- the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;
- a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance.

The parties recognize that bullying/psychological harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the President or designate and who is not the person against whom the complaint is made;
- frivolous allegations of bullying/psychological harassment that are unfounded, will be treated as a disciplinary offence, that could lead to dismissal;
- allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

## **7. UNION MATTERS**

### **7.1 Leave of Absence - General**

#### **7.1.1 Leaves of Absence Reimbursed by the Union**

Leaves of absence with pay may be granted to employees to permit their attendance at conventions, schools and seminars conducted by the Union and to employee(s) who are elected to the Executive Board of the Union, or the Divisional Executive. The Union shall reimburse the College for all pay during such leaves and the College will endeavour to bill quarterly.

#### **7.1.2 Leave of Absence - Union Representatives**

Leave of absence with pay may be granted to:

- employee representatives who attend meetings with College representatives on provincial matters;
- employee representatives who are members of the Employee/Employer Relations Committee for the days of necessary attendance at meetings of that committee;

The Union shall reimburse the College for fifty percent (50%) of all pay during leaves of absence under Article 7.1.2 (Leave of Absence - Union Representatives). The College will endeavour to bill quarterly.

#### **7.1.3 Union Negotiating Committee**

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

#### **7.1.4 Leaves of Absence - Conditions**

Leaves of absence described in Articles 7.1.1 (Leaves of Absence Reimbursed by the Union) and 7.1.2 (Leave of Absence - Union Representatives) shall not be unreasonably withheld, recognizing the need of efficiency of operations of the College. Where possible, the employee will provide at least two (2) weeks' notice to the Senior Human Resources Officer of the absence requested under

Articles 7.1.1 (Leaves of Absence Reimbursed by the Union) and 7.1.2 (Leave of Absence - Union Representatives).

## **7.2 Full-time Assignment**

Upon application in writing by the Union to the Council with notice to the affected Colleges, a leave of absence shall be granted to two (2) employees from the Support Staff Part-Time Bargaining Unit of the CAAT System elected to full-time positions with the Union. Such leave(s) of absence shall be for a period of one (1) term of office (two (2) years from the date of election) unless extended for a specific period on agreement of the parties. Such leave(s) of absence shall be without pay and benefits, but the employee shall accumulate full seniority during such leave(s) of absence.

## **7.3 Union Deductions**

### **7.3.1 Authorization**

There shall be deducted from the regular pay of every employee in the bargaining unit an amount equal to the regular monthly dues as authorized under the by-laws of the Union.

### **7.3.2 Application**

Article 7.3.1 (Authorization) shall have no application to an employee who is successful in satisfying the requirements of Section 13(2) of the *Colleges Collective Bargaining Act, 2008* as to religious convictions or belief.

### **7.3.3 Remittance of Dues**

Any amounts so deducted shall, subject to Article 7.3.2 (Application), be remitted to the Union Head Office. A list of the employees from whom the deductions have been made (a copy of the list shall be sent to the Local Union President) shall be forwarded by the 15<sup>th</sup> day of the month following the month in which such deductions have been made. The list of employees referred to herein shall be in alphabetical order by surname and shall include a unique identifier for the Employee.

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

## **7.4 Union Representation**

### **7.4.1 Appointment of Stewards**

The College acknowledges the right of the Union to select stewards from the part-time employees who shall have completed probation. The Union will appoint stewards to ensure that they are readily available for meetings with the College.

### **7.4.2 Meetings**

The ability of a steward to leave work without loss of pay to attend a meeting with the College is granted on the following conditions:

- a) A steward's first obligation is to the performance of their regular duties and they shall not leave their regular duties without first obtaining permission from the immediate supervisor or their designate.
- b) The time shall be devoted to the handling of the necessary business.

### **7.4.3 Meetings Outside Normal Working Hours**

If a College representative calls a meeting that requires the presence of a steward outside the steward's working hours and no other stewards who are at work during the meeting are available, the steward shall be paid at the straight time rate for time spent in the meeting.

## **7.5 Copy of Agreement**

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

Within sixty (60) days after the signing of this Agreement, the College will post the Agreement on the College website.

## **7.6 Conflict Between Electronic Version and Original Signed Version of Collective Agreement**

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

### **7.7 French/English Language Version of Agreement**

The parties agree that a French language and an English language version of this Agreement shall be prepared. With respect to any dispute arising at a French language College, the French language version of this Agreement shall prevail. With respect to any dispute arising at an English language College, the English language version of this Agreement shall prevail.

### **7.8 Local Union Notification**

The Local Union agrees to notify the College of the name(s) of the current Steward(s) and Local Union Officers within a reasonable time of the appointment date.

### **7.9 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.

### **7.10 Notice Boards**

Each College shall supply adequate notice boards, which may be shared by the OPSEU bargaining units, in appropriate locations designated by the College and accessible to employees for the posting of Union Notices which, unless otherwise agreed, pertain to matters relating to employees covered by this Agreement and, which have received the prior approval of the College.

## **8. EMPLOYEE EVALUATION**

### **8.1 Disciplinary Notice**

Each employee shall receive a copy of any formal disciplinary notice that is to be placed in the employee's human resources file. With the consent of the employee concerned, notification shall be given to the Local Union that a disciplinary notice is being served on the employee.

### **8.2 Access to Performance Appraisals/Disciplinary Notices**

Each employee shall be entitled to reasonable access to the employee's performance appraisals and disciplinary notices. The College shall maintain these documents in an appropriate location.

### **8.3 Removal of Notices from File**

Each employee may, once each calendar year, request the removal of a disciplinary notice that has been in the employee's official human resources file for more than fifteen (15) months. The removal of such notice shall be at the discretion of the College. Such discretion shall not be exercised unreasonably.

## **9. HOURS OF WORK**

### **9.1 General**

It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day nor as to the days of work per week. The College is open seven (7) days per week, and regular weekend work may be required. Part-Time employees shall work the hours scheduled by the College which will not normally exceed twenty-four (24) hours in a week. Part-Time employees may be required to work additional hours in excess of their regular schedule. The employees agree to cooperate in working the required hours.

### **9.2 Request for Additional Hours**

Each July 3<sup>rd</sup>, Regular Part-Time Employees who are working less than twenty-four (24) hours per week may advise their supervisor in writing if they are interested in working more hours per week and provide a commitment of availability for the next twelve (12) months. If the supervisor assigns any additional hours, the supervisor will identify whether the revised assignment is temporary or permanent.

### **9.3 Changes in Schedule**

The work schedule may be varied to meet the operational requirements of the College. If the schedule is varied, employees shall be notified in compliance with the *Employment Standards Act, 2000*. For Regular Part-Time Employees, their schedules will be identified at the time of hiring. If the schedule for a Regular Part-Time Employee is changed, the College will give at least two (2) weeks notice except in circumstances beyond its control.

### **9.4 Working More Than Five Consecutive Days**

No employee will be required to work more than five (5) consecutive days unless the employee agrees to the request.

### **9.5 Overtime**

Authorized overtime shall be paid at the rate of time and one-half the employee's hourly rate to employees for each hour of work in excess of forty (40) hours in each work week.

### **9.6 Rest Periods**

The current practices regarding rest periods shall be maintained by the College and any change shall be discussed with the Union/College Committee.

Employees shall be entitled to a thirty (30) minute unpaid meal break after five (5) hours of continuous work.

## **9.7 Split Shifts**

It is recognized that some positions may be posted as split shift positions. Any employee, who, as of February 21, 2019, is not working split shifts and any employee hired after February 21, 2019 who has not been hired into, or posted into a split shift position will not be required to work split shifts without the employee's agreement.

## **9.8 On-Call**

### **9.8.1 On-Call**

On-Call refers to time periods during which a Regular Part-Time 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.

A Regular Part-Time 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 9.8.2 (Call Back) shall apply.

Where a Regular Part-Time 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 they agree and are 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.

### **9.8.2 Call Back**

Where a Regular Part-Time Employee has completed their regularly scheduled hours of work and is subsequently called back to duty before the commencement of their next regularly scheduled shift, the following provisions shall apply.

### **9.8.2.1 Return to the Workplace**

When a Regular Part-Time Employee is recalled and is required to return to the workplace, they shall receive payment for all hours worked with a minimum guarantee of three (3) hours of pay except to the extent that such period of three (3) hours overlaps or extends into their regular hours of work. It is understood that this provision has no application in cases of change in an employee's regular hours of work or scheduled overtime including overtime commencing immediately following the completion of an employee's regular schedule of work.

### **9.8.2.2 Resolving Issues From an Off-site Location**

When a Regular Part-Time Employee is recalled and is not required to physically return to the workplace, the employee shall be paid a minimum guarantee of two (2) hours. The initial call and any subsequent calls during the same two (2) hour period will be treated as a single recall to work for the purposes of this paragraph.

## **10. WAGES**

### **10.1 Wages**

The hourly rate of wages will be determined by the College except that no employee employed as of February 21, 2019 will have their hourly wage rate reduced while they continue to occupy the position held as of February 21, 2019 and no employee will be paid less than the minimum wage.

All employees who are employed as of February 21, 2019 will have their hourly wage rate increased by 1.5% retroactive to January 2, 2019.

All employees who are employed on January 31, 2020, will have their hourly wage rate increased by 1.5%.

### **10.2 Pay Period**

Apart from an employee's initial pay, the College shall pay employees every two (2) weeks provided the employee submits the required payroll information.

The College shall endeavour to include payment for overtime worked in the first pay period following the pay period in which the overtime was worked.

No employee will have to wait greater than four (4) weeks from the commencement of employment to receive an initial pay.

### **10.3 Shift Premium**

The College shall pay to Regular Part-Time Employees a shift premium of seventy-five (75) cents per hour for all regular hours worked between 5 p.m. and midnight and one dollar (\$1.00) per hour for all regular hours worked between midnight and 6 a.m. Where more than fifty percent (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.

## **11. KILOMETRAGE ALLOWANCE**

### **11.1 Calculation of Allowance**

An employee authorized to use their car on approved College business including travelling to assigned duties away from their normal work location shall be paid kilometrage allowance as follows:

Kilometres Driven	Southern Ontario (cents per km)	Northern Ontario (cents per km)
0 - 4,000 km	40.0	41.0
4,001 - 10,700 km	35.0	36.0
10,701 - 24,000 km	29.0	30.0
More than 24,000 km	24.0	25.0

### **11.2 Special Conditions**

The boundary between Northern and Southern Ontario for the purpose of kilometre reimbursement is as follows:

- the District of Muskoka is now considered part of Northern Ontario. Along Highway 400 the District commences north of Port Severn. Along Highway 11 it commences north of Severn Bridge. Between the two communities, the boundary is the Severn River. East of Severn Bridge, the District of Muskoka is located north of Regional Highway 52;
- Highway 60 at Oxtongue Lake easterly to Killaloe Station;
- Highway 62 to Pembroke;

For the purpose of this Article all kilometres outside of Ontario will be at the rates for Southern Ontario. Should the kilometrage rates payable to Bargaining Unit employees covered under the Collective Agreement between Management Board of Cabinet and OPSEU relating to Ontario Public Servants be amended in any way during the term of this Agreement, such amendments shall apply to Article 11.1 (Calculation of Allowance) above, if applicable, on the same effective date.

## **12. EDUCATION**

### **12.1 Reimbursement for Tuition**

Regular Part-Time Employees who successfully complete educational courses with the prior approval of the College, either at the College or another educational setting, will be reimbursed by the College for all or part of the tuition fees paid by the employee.

### **12.2 Maintenance of Salary**

An employee absent from work during their regular working hours for the purposes of attending courses directly or indirectly related to their work, and in which the College has directed or approved their participation, shall not suffer any loss of pay with respect to their regular straight time hourly earnings during the period of any such absences. Should the College direct participation in the course and the course is scheduled on an employee's scheduled time off; the employee will be paid or provided lieu time.

### **12.3 Tuition Fees**

A Regular Part-Time Employee in the bargaining unit may take, for a fee of twenty dollars (\$20.00) per course plus the cost of required course materials, on the employee's own time:

- (a) one approved course per term, with regulated tuition fees; or,
- (b) other courses or programs as are mutually agreed,

which the College currently offers and for which space is available after full fee-paying students are accepted. The employee must meet the College entrance and admission requirements and is subject to academic policies.

### **12.4 Developmental Leave**

#### **12.4.1 Purpose and Length of Leave**

The College recognizes that it is in the interests of employees and the College that Regular Part-Time Employees be given the opportunity by the College to pursue developmental activities to further academic or technical skills where such activities will enhance the ability of the employee upon return to employment with the College. A leave application should normally be for between one (1) to twelve (12) months.

### **12.4.2 Criteria**

Regular Part-Time Employees who have completed six (6) years of service with the College may apply. The College may consider: the benefit to the College and to the employee of the leave; whether a suitable substitute for the employee is available; length of the leave; and the frequency and duration of prior developmental leaves granted to the employee. Approval of the time off for developmental purposes shall not be unreasonably denied.

### **12.4.3 Application**

Applications for developmental leave will be submitted in writing to the College at least six (6) months prior to the proposed commencement date, containing a detailed statement of the nature of the proposed leave and its perceived benefit to the College and to the employee.

### **12.4.4 Response to Application**

All applicants will be notified in writing as to the disposition of their application for developmental leave. An applicant who is denied leave shall be notified in writing of the reasons for the denial.

### **12.4.5 Method of Payment**

It is clearly understood that the College may grant developmental leave with pay, without pay, or in some combination thereof, at its sole discretion.

The employee, upon termination of the developmental leave, will return to the College for a period of at least one (1) year, failing which the employee shall repay to the College any payments received from the College by the employee while on developmental leave.

### **12.4.6 Assignment on Return**

On return from leave, a participant will, subject to the application of the layoff and displacement provisions of this Agreement during the period of leave, be assigned to the position they held prior to the leave. If the layoff and displacement provisions of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on their behalf by an Officer of the Local Union.

## **13. HOLIDAYS**

### **13.1 Entitlement**

An employee will receive their regular rate of pay for the holidays set out as follows: Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, December 26 and New Year's Day. Holiday pay for all of the holidays listed above shall be calculated in the manner prescribed by the *Employment Standards Act, 2000*.

### **13.2 Restriction**

In order to qualify for payment of the holiday concerned, the employee must work all of their last regularly scheduled hours of work before the holiday and all of their first regularly scheduled hours of work following the holiday unless absent for all or part of such days for reasons satisfactory to the College.

### **13.3 Substitution**

When a holiday or holidays as defined in Article 13.1 (Entitlement) falls on a Saturday or Sunday the College shall designate the preceding Friday and/or Monday following as a substitute day off with pay.

### **13.4 Working on Holidays**

Authorized work performed on a holiday as defined in Article 13.1 (Entitlement) (or on the day designated as such under Article 13.3 (Substitution)) shall be paid at time and one-half for all hours worked. In addition, the employee shall be entitled to holiday pay in accordance with Article 13.1 (Entitlement) subject to Article 13.2 (Restriction).

### **13.5 Holiday During Vacation**

When a holiday falls within an employee's vacation period, their vacation shall be extended by one (1) day either at the beginning or end of this vacation unless the employee requests a lieu day off which is on a date satisfactory to the College.

## **14. VACATION**

### **14.1 Vacation Pay**

The College shall pay vacation pay to employees equal to four percent (4%) of the wages, excluding vacation pay, that the employee earned during the pay period, if the employee's period of employment is less than five (5) years and six percent (6%) of the wages, excluding vacation pay, that the employee earned during the pay period, if the employee's period of employment is five (5) years or more. Vacation pay shall be paid at the end of each pay period.

### **14.2 Scheduling Vacation**

Unpaid vacation time shall be as scheduled by the College. Regular Part-Time Employees shall indicate their preference, if any, as to vacation dates no later than March 1<sup>st</sup> of the current vacation year for the next vacation year (July 1<sup>st</sup> to June 30<sup>th</sup>). The College shall confirm or deny, in writing, such vacation requests by March 15<sup>th</sup>.

The College may, however, schedule vacations at any time and will consider requests by Regular Part-Time Employees, including requests for vacation in the months of May through August, consistent with the College staffing requirements.

Employee requests for vacation will not be unreasonably denied.

Where in scheduling vacations in accordance with the foregoing, conflicts arise amongst Regular Part-Time Employees as to their choice of vacation times, consideration shall be given to the respective length of service of such employees and staffing requirements in the final determination of vacation schedules, providing they have indicated a vacation preference prior to March 1<sup>st</sup> in the current vacation year. Vacation requests received after March 1<sup>st</sup> will be confirmed or denied, in writing, within two (2) weeks of receipt of same.

If a Regular Part-Time Employee is given in-patient treatment in a hospital during one (1) or more full days of the employee's vacation, those days may, at the request of the employee, be rescheduled during the vacation year, at a time convenient to the College.

## **15. LEAVES**

### **15.1 Personal Leave Without Pay**

Leave of absence without pay may be granted by the College for legitimate personal reasons.

### **15.2 Bereavement Leave**

On the death of an employee's parent, spouse (or common law spouse), child, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild or guardian, an employee shall be granted leave of absence of three (3) or more days contiguous with, and including, the day of the funeral without loss of pay in order to attend at or make arrangements for the funeral, the duration of the leave to be at the discretion of the College.

On the death of an employee's aunt or uncle, 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.

### **15.3 Jury/Witness Duty**

A Regular Part-Time Employee who is called for jury duty or who is subpoenaed as a Crown witness or witness in another proceeding which requires their attendance as a matter of civic or public duty, will receive for each day of absence from work therefor, the difference between pay lost (computed at the employee's hourly rate for the number of normal hours the employee would otherwise have worked exclusive of overtime and other forms of premium pay) and the amount of jury fee or witness fee received, provided the employee furnishes the College with a Certificate of Service signed by the Clerk of the Court, showing the amount of fee received.

### **15.4 Citizenship Leave**

A Regular Part-Time Employee shall be granted leave of absence without loss of regular earnings for any necessary time spent during regular working hours for the purpose of attendances to acquire their Canadian Citizenship papers. Such leave(s) of absence shall not, in total, exceed the equivalent of two (2) shifts and the College may require evidence of any necessary attendances during the regular working hours.

### **15.5 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*.

### **15.6 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*.

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*. 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.

### **15.7 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 15.6 (Parental Leave), 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, as soon as practicable and a minimum of two (2) weeks prior to the expiry of the leave in Article 15.6 (Parental Leave).

## **16. HEALTH AND SAFETY**

### **16.1 Health and Safety Act**

The parties acknowledge the application of the *Occupational Health and Safety Act*.

### **16.2 Provision of Clothing**

The current practices relating to the supply and maintenance of clothing or uniforms for employees shall continue during the term of this Agreement subject to any changes which shall be the subject of prior discussion between the College and the Union/College Committee.

### **16.3 Work Stations**

Where a computer is being used, the College shall equip work stations with terminal tables at an appropriate height, an adjustable chair and, where requested, a foot rest and/or a document holder.

### **16.4 Safety Devices**

The College will reimburse an employee for the cost of certain types of protective devices, as follows:

#### **16.4.1 Footwear**

Where a Regular Part-Time 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<sup>st</sup> and the College shall reimburse such employee, on the first pay day in April, up to a maximum of one hundred and fifty dollars (\$150.00) every two years. Only one payment will be made every two years.

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*.

#### **16.4.2 Eye Protection**

Where a Regular Part-Time 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<sup>st</sup> 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 dollars

(\$20.00); 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*.

### **16.5 Environmental Conditions**

The College will continue to make reasonable provision for the environmental conditions of air, light, space and temperature of employees' work areas in the College. A complaint of an employee concerning the environmental conditions mentioned above shall be discussed at a meeting between the College and the Union/College Committee.

## **17. SENIORITY**

### **17.1 Determination of Seniority**

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

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

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

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

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

### **17.2 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 nine (9) months;
- 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.

## **18. LAYOFF/RECALL PROCESS**

### **18.1 Definition of Layoff**

A Regular Part-Time Employee is considered laid off if: (a) the employee's regular part-time position is eliminated or; (b) the employee's regularly scheduled hours of work are reduced, including a gradual reduction, by more than one-half for more than ten (10) weeks in any calendar year. As a matter of clarity, any hours assigned temporarily to an employee under Article 9.2 (Request for Additional Hours) are not considered as regularly scheduled hours.

### **18.2 Notice to Local Union**

When the College has decided that a Regular Part-Time Employee who has completed the probationary period will be laid off, the College shall give written notification to the Local Union President prior to written notice being provided to the employees affected. If requested, the College, where possible, will endeavour to have discussions with the Local Union about the layoffs.

### **18.3 Notice to Employees**

No Regular Part-Time Employee shall be laid off without receiving twenty-one (21) calendar days notice from the College except in circumstances beyond the reasonable control of the College.

### **18.4 Minimizing Displacements**

In order to assist in the limitation of the number of required layoffs or to minimize the effects of position redundancies, the College may transfer employees under potential notice of layoff to like regular part-time positions in areas of need at the same wage rate prior to commencing the bumping procedure.

### **18.5 Procedures for Layoff**

All Regular Part-Time Employees under potential notice of layoff will be subject to one (1) of the following four (4) activities in the following sequence:

- (a) Placed in a vacant regular part-time position if the employee can satisfactorily perform the core duties and responsibilities of the job. For the purposes of this Article, a vacancy includes a posted vacancy for which a final selection and confirmation of employment has not been made by the College; or

- (b) Placed in a regular part-time position occupied by a probationary employee if the employee can satisfactorily perform the core duties and responsibilities of the job. Probationary positions shall be considered by starting with the most recent hire and ending with the earliest hire; or
- (c) Placed in a regular part-time position occupied by the most junior Regular Part-Time Employee in their department if the employee can satisfactorily perform the core duties and responsibilities of the job. For the purposes of this Article, a department is defined as a work unit reporting to a first level manager; or
- (d) laid off and placed on the recall list.

#### **18.5.1 Familiarization Period**

It is understood that the College is not required to train an employee for a position into which they may be assigned pursuant to the above, but the College shall provide a reasonable period of familiarization where necessary.

#### **18.5.2 Employee Election of Offered Position**

Once notified, employees will be afforded two (2) calendar days to either accept the offered position or to declare that they prefer to be placed on the recall list.

#### **18.5.3 Employee Election of Position**

If an employee holds more than one (1) regular part-time position in the bargaining unit, and one (1) of their positions is subject to the provisions of the layoff language, all Articles shall apply. If a reassignment or transfer results in an accumulation of greater than twenty-four (24) hours per week, or if the hours result in a scheduling conflict that cannot be reasonably resolved, the employee will have two (2) business days to determine which position they will maintain.

### **18.6 Recall**

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

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

### **18.6.1 Recall Outside Forty (40) Kilometres**

If the opportunity is outside forty (40) kilometres of the location at which the person was assigned, the person will be allowed refusals without forfeiting their recall under this Article until or if, an opportunity, if any, within forty (40) kilometres is offered or until the recall rights have expired, whichever comes first.

### **18.7 Contracting Out - Union Notification**

If the College decides to contract out work or services which are being performed by Regular Part-Time Employees at the commencement date of this Agreement which would cause the layoff or involuntary displacement of any Regular Part-Time Employees covered by this Agreement, the College will notify the Local Union four (4) weeks in advance of the written notice being provided to the Regular Part-Time Employees affected. The processes in Article 18 (Layoff/Recall Process) shall be followed.

### **18.8 Waiver of Rights/Severance**

#### **18.8.1 General**

Where a Regular Part-Time Employee (other than one who is affected by contracting out and who elects to receive severance pay pursuant to Article 18.8.2 (Severance Pay - Contracting Out) 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 the employee's regular wages for a regular work week multiplied by each completed year of service.
- more than five (5) years service they will have their severance pay treated pursuant to the provisions of the *Employment Standards Act, 2000*.

#### **18.8.2 Severance Pay - Contracting Out**

In the event that a Regular Part-Time Employee who is being laid off as a result of contracting out exercises their option to waive the recall procedure, as herein set out, they shall be entitled to severance pay based on the employee's regular wages for a regular work week multiplied by each year of service.

### **18.8.3 Severance Pay - No Pyramiding**

In deciding the amount of severance pay required to be paid by the College, any pay in lieu of notice or severance pay required to be paid under the *Employment Standards Act, 2000* shall be deemed to be a credit toward the severance pay entitlement under Article 18.8 (Waiver of Rights/Severance). The intention of this provision is to avoid pyramiding of pay in lieu of notice and severance pay under the *Employment Standards Act, 2000* and the severance pay requirements hereunder.

## **19. JOB POSTINGS/PROMOTIONS**

### **19.1 Notices**

Notice shall be posted of a permanent vacancy in a regular part-time position covered by the Agreement for a period of five (5) days. No employee shall be hired from outside the College until the position has been posted for the said five (5) days. Such notice shall contain position title, hourly rate, current location(s), current hours of work, current shift(s), and an outline of the basic qualifications. Such notice shall be posted in appropriate locations accessible to employees. For the purposes of this Section, reference to days shall exclude Saturdays, Sundays, and statutory holidays. Copies of all posted vacancies shall be sent to the Local Union President at the time of posting.

#### **19.1.1 Consideration - Bargaining Unit Employees**

When a regular part-time vacancy occurs and employees within the bargaining unit at the College apply, the College shall determine the successful candidate based on the qualifications, experience and seniority of the applicants in relation to the requirements of the vacant position. Where the qualifications and experience are relatively equal, seniority shall govern, provided the applicant has the necessary qualifications and experience to fulfil the requirements of the position.

The College need not consider probationary employees.

##### **19.1.1.1 Notification – Applicant**

All applications will be acknowledged and all applicants who are interviewed will be notified of the outcome of their application and the name of the successful internal applicant, if any. The College will not interview applicants for regular part-time positions from outside the bargaining unit until it has complied with Articles 19.1 (Notices) and 19.1.1 (Consideration - Bargaining Unit Employees) above. The College will not consider applicants for regular part-time positions from outside the bargaining unit until it has assessed internal applicants and notified them of the results.

##### **19.1.1.2 Notification - Local Union President**

The College shall notify the Local Union President in writing when a regular part-time posting has been filled.

### **19.1.2 Job Reversal**

Where an employee has been selected for a posted vacancy in accordance with the provision herein and it is subsequently determined by the College, after discussion with the employee, within ninety (90) calendar days from their assignment to the position that they cannot satisfactorily perform the requirements of the job in question, the College will return the employee to their former rate and position without loss of seniority. Any further displacement of employees as a direct result of their return shall be accomplished by transferring such employees to their former position and wage rate without loss of seniority unless otherwise agreed upon and such transfer shall not be the subject of any grievance.

### **19.1.3 Resultant Vacancies**

The first resultant regular part-time vacancy, if any, arising out of the filling of a particular posted vacancy in Article 19.1.1 (Consideration - Bargaining Unit Employees) shall be posted and the same provisions shall apply. Any further resultant vacancies which arise need not be posted. Where such vacancies need not be posted, the College shall, however, give proper consideration to qualified bargaining unit employees prior to filling such position(s).

### **19.1.4 Consideration - Non-Bargaining Unit Employees**

Employees who are not included in the bargaining unit may apply for posted vacancies but will be considered only after the application of Articles 19.1.1 (Consideration - Bargaining Unit Employees) and 19.1.1.1 (Notification - Applicant). In addition to any other factor that the College considers relevant, consideration will be given to service with the College.

### **19.1.5 Temporary Assignments**

#### **19.1.5.1 Higher Wage Rates**

When the duties and responsibilities of a position covered by this Agreement with a higher wage rate are assigned temporarily by the College to a Regular Part-Time Employee, for a period in excess of five (5) working days, the employee will be paid the higher wage rate.

#### **19.1.5.2 Lower Wage Rates**

When the College temporarily assigns a Regular Part-Time Employee to the duties and responsibilities of a position covered by this Agreement with a lower wage rate, where there is no work reasonably available in the position from which they were assigned, they shall be paid the lower wage rate after

the expiration of ten (10) consecutive working days in such lower paying position.

When the College temporarily assigns a Regular Part-Time Employee to the duties and responsibilities of a position covered by this Agreement with a lower wage rate where there is work reasonably available in that regular part-time position from which they were assigned, they shall continue to be paid at the rate applicable to the position from which they were assigned.

### **19.1.5.3 Excluded Positions**

When a College temporarily assigns a Regular Part-Time Employee to the duties and responsibilities of a non-union position excluded from the provisions of this Agreement, the employee's obligations to contribute to the regular monthly Union dues under Article 7.3 (Union Deductions) and their seniority shall continue during the period of such temporary assignment up to a maximum period of twelve (12) calendar months unless extended by agreement of the Local Union and the College.

### **19.1.5.4 Emergency Work Assignment**

The parties to this Agreement recognize that if the College has been unsuccessful in obtaining Temporary Replacement Employees, College operations may require the assignment of work that necessitates Regular Part-Time Employees to perform work at another campus, which is not the employee's regularly assigned workplace due to emergency circumstances beyond the College's reasonable control. When the College has given notice of such an emergency work assignment, the College shall take into consideration the legitimate requests of employees to be excused where the performance of such an assignment would cause undue hardship or serious inconvenience. If the emergency work assignment is in excess of forty (40) kilometres from the employee's regularly assigned work location, the employee shall have the right to refuse such assignment.

## **19.2 Transfers**

When a College determines that an employee is to be permanently transferred between campuses, it will give the employee at least three (3) weeks notice of the transfer. This Article will not apply where transfers are made pursuant to the layoff procedures. In such circumstances, the applicable layoff process will apply.

An employee will only be transferred to a work location more than eighty (80) kilometres distant from the employee's previous work location if the employee agrees.

### **19.3 Employee Requested Transfer**

An employee who has completed three (3) months of service, may request a transfer to a different college location. If the College denies the request, it will advise the employee of the reason for the denial.

### **19.4 Consideration – College Support Full-Time Bargaining Unit Work**

Where the College has posted vacancies within the full-time bargaining unit and no successful applicants have been selected, the College will consider part-time bargaining unit employees who have applied and in addition to any other factor the College considers relevant, consideration will be given to service with the College.

## **20. COMPLAINTS/GRIEVANCES**

### **20.1 Definitions**

#### **20.1.1 Day**

For the purpose of this Article, reference to "days" shall exclude Saturdays, Sundays, and statutory holidays, and the period December 25 to January 1.

#### **20.1.2 Union**

"Union" means the Ontario Public Service Employees Union.

#### **20.1.3 Grievance**

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

### **20.2 General Conditions**

#### **20.2.1 Time**

If the grievor fails to act within the time limits set out under the Grievance Procedure or Mediation/Arbitration Procedure, the grievance will be considered abandoned.

#### **20.2.2 No Reply**

If an official fails to reply to a grievance within the time limits set out, the grievor may submit the grievance to the next stage.

#### **20.2.3 Extensions**

The time limits imposed upon either party may be extended by mutual agreement.

#### **20.2.4 Maintenance of Wages for Time Off**

It is understood and agreed that the grievor and their Steward or Local Union Officer shall not suffer any loss of pay when (during regular working hours) they must leave their duties temporarily to attend meetings under this Article. Should a meeting be scheduled on a member's scheduled time off, the employee will be paid for time spent in the meeting. 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.

### **20.2.5 Rights**

An employee shall not be required to appear before a committee, board or other investigating body to answer concerning their conduct or performance without first being given reasonable opportunity to be accompanied by an employee representative if, as a result of their appearance, they 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 their immediate supervisor or, in their absence, the person acting in their stead or the Human Resources representative of the College to answer concerning their conduct or performance.

### **20.2.6 Cost Sharing**

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

## **20.3 Grievance Procedure**

### **20.3.1 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.

### **20.3.2 Step 1**

An employee shall present a signed grievance in writing to the Department Head of the Department in which they are 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.

The Department Head shall give their decision, in writing, to the grievor within ten (10) days of the presentation. It is agreed, however, that where an employee's immediate supervisor and their Department Head are one and the same person, Step 1 shall be dealt with at the next level of supervision.

### **20.3.3 Step 2**

Where the grievor is not satisfied with the decision at Step 1, they shall present their grievance in writing within ten (10) days of the date they received the decision to the Director of Human Resources.

The Director of Human Resources or their 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 their decision, in writing, within ten (10) days following the meeting.

### **20.3.4 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 the Step 2 meeting of the grievance procedure. The grievance shall then be treated as a single grievance.

### **20.3.5 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 Chief Executive Officer of the Council.

Failing settlement following the Step 2 meeting, such grievance may be referred to mediation/arbitration providing such referral is within fifteen (15) days of the receipt of the Step 2 reply.

### **20.3.6 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 their 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 2 of the grievance procedure.

### **20.3.7 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 Director of Human Resources or 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 2 of the grievance procedure with the appropriate changes.

### **20.3.8 Discharge, Suspension, Layoff or Reassignment Grievance**

#### **20.3.8.1 Application**

Articles 20.3.8.2 (Grievance) and 20.4 (Mediation/Arbitration Procedure) apply to a Regular Part-Time Employee who has completed their probationary period, it being understood that the dismissal, suspension or release of an employee who has not completed their probationary period shall not be the subject of a grievance.

#### **20.3.8.2 Grievance**

A Regular Part-Time Employee, claiming to have been discharged or suspended from employment without cause or improperly laid off or reassigned shall, file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure providing such grievance is lodged with the Director, Human Resources, or designate within fifteen (15) working days of the date they are advised in writing of their discharge, suspension, layoff or reassignment.

## **20.4 Mediation/Arbitration Procedure**

### **20.4.1 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 2, be referred to mediation/arbitration as provided.

#### **20.4.2 Mediators/Arbitrators**

The College and the Local Union shall attempt to select by agreement a Mediator/Arbitrator. If they are unable to agree within a period of fifteen (15) days, either party may apply to the Minister of Labour to appoint the mediator/arbitrator.

#### **20.4.3 Mediator/Arbitrator**

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

#### **20.4.4 Powers**

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

#### **20.4.5 Limitations**

The 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.

#### **20.4.6 Mediator/Arbitrator's Power**

The 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.

#### **20.4.7 Arbitration Board**

Where both the College and the Local Union agree, a Board of Arbitration, which shall have the same powers and limitations as a Mediator/Arbitrator, may be substituted for an Arbitrator. Each party shall advise the other of the name of its nominee. The nominees shall attempt to select by agreement a Chair. If they are unable to agree upon a Chair, either the College or the

Local Union may apply to the Minister of Labour to appoint a Chair. 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.

#### **20.4.8 Persons Excluded**

No person shall be appointed as a Mediator/Arbitrator or as a member of an Arbitration Board who is, or was within six (6) months prior to their appointment an employee or is or has within six (6) months prior to their appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned.

## 21. DURATION

This Agreement shall continue in full force and effect until the 31<sup>st</sup> day of January 2021, and shall continue automatically thereafter for the annual periods of one (1) year each unless either party notifies the other in writing of its desire to amend or modify the Agreement.

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

EXECUTED at TORONTO, ONTARIO, June 18, 2019

For the College Employer Council with respect to and on behalf of Colleges of Applied Arts and Technology

Pascal Bessette

Rick Webb

Nicole Perreault

Peter McKeracher

Christine Blake

Don Sinclair

Kim Watkins

Cathy Viviano

EXECUTED at TORONTO, ONTARIO, June 18, 2019

For the Ontario Public Service Employees Union

Ted Claeys

Christopher Millado

Duncan McFarlane

Marilou Martin

Jennifer Ayotte

Heather Petrie

Connie Collins

Warren Thomas

Janice Hagan

## **APPENDIX 1 – Student Employees**

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

## **APPENDIX 2 – Project of a Non-Recurring Kind**

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

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

### **APPENDIX 3 – Temporary and Casual Employees**

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

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

## **APPENDIX 4 – Employee/Employer Relations Committee Terms of Reference**

### **1. Purpose**

The parties agree to establish an Employee/Employer Relations Committee (EERC) in order to:

- a) Jointly make recommendations to the bargaining teams (the Council and OPSEU) concerning subjects of system-wide importance.
- b) Facilitate communications between Management and the Union at the provincial level in an unconstrained, yet official manner during the life of the Agreement.
- c) Preclude and resolve common problems during the life of the Agreement.
- d) Permit both parties, to enter negotiations with much of the groundwork completed.

### **2. Membership**

- a) The Committee will be composed of equal representation not to exceed a total of ten (10) members (five (5) appointed by each party).
- b) Each party will be responsible for the appointment of its members and, where possible, consideration will be given to regional representation to assure the existence of a provincial cross section. The Union may appoint a Union Staff person as one (1) of its Committee members. The Council may appoint a College President as one (1) of its Committee members.
- c) Each party shall designate a Co-Chairperson and they will be responsible for the co-ordination of the Committee meetings.
- d) Notwithstanding 2(a), either party may invite one (1) or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured.
- e) Union members of the Committee may be released from duty without loss of pay for the purpose of attending meetings. Such leave of absence shall not be unreasonably withheld, recognizing the need of efficiency of operations of the College. The Union shall reimburse the College for fifty percent (50%) of all pay during the leaves of absence granted hereunder. Union members who are not on duty will attend meetings on their own time. Travelling expenses and other expenses incurred by the Union members of the Committee will be borne by the Union.

### **3. Meetings**

- a) The Committee shall endeavour to meet six (6) times per year, or as otherwise agreed.
- b) The Committee will primarily concern itself with matters that have system-wide application and other items as mutually agreed upon.
- c) The Committee will consider matters of a Local College concern:
  - i. The matter must be discussed at the Local Union/College Committee (UCC) first.
  - ii. If the matter cannot be resolved at the UCC, then the issue may be referred by either party of the UCC to the Co-Chairs of the EERC, through the Council and the Negotiations Department of OPSEU.
  - iii. The EERC will consider matters of a local concern when it is clear, in the data that has been provided, that the matter has been discussed at the UCC and no agreement could be reached and further clarification is being sought by the party making the referral and the other party is fully aware of the referral.
  - iv. Once all the information has been received by the Council and the Negotiations Department of OPSEU, the EERC will discuss the matter at the next regularly scheduled meeting.
  - v. When the matter has been discussed fully by the EERC an opinion will be communicated jointly by the Co-Chairs of the EERC to the UCC or by the respective Co-Chair to the referring local party.

Local College representatives may be requested by either party to attend an EERC meeting to provide clarification.

- d) The Committee will not address items that are the subject of a formal grievance.
- e) Management will be responsible for the recording of the Minutes that will represent the major subject matters discussed. The Minutes shall be signed by the Co-Chairpersons of the Committee.

The draft Minutes will be distributed to all members within a reasonable time following each meeting. The Union will contact the Management's Chairperson with any proposed amendments, additions or deletions to the Minutes so as to expedite the process of obtaining approval signatures.

Each party may distribute copies of the approved Minutes to their respective principals as they see fit. The approved Minutes will be posted on both OPSEU's and the Council's website.

- f) It is recognized that the Committee is a recommending body and not an alternative to the collective bargaining process. When a consensus is reached concerning a recommendation, the Committee shall forward that recommendation to the appropriate body (i.e. Negotiating Team/the Council/College/OPSEU). Both parties have the option of sending items on which there is no consensus to the party they deem appropriate. (This may be in the form of a written brief to the Negotiating Team/the Council/College/OPSEU. Submission should be made through the appropriate Co-Chairperson of the Committee).

February 21, 2019

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

Dear Warren:

### **Return to Work**

Every College shall have a Return-to-Work (RTW) policy within six (6) months from February 21, 2019 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;
- an 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.

Yours truly,  
D. Sinclair  
Chief Executive Officer  
College Employer Council

February 21, 2019

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

Dear Warren:

### **Less Than Twelve (12) Months Positions**

It is recognized that the Colleges have regular part-time 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 twelve (12) month employment is identified prior to the time of hiring such employee, the College may effect a layoff, for a period of up to but not greater than four (4) months in any employment year without regard to the layoff and recall provisions of this Agreement. Seniority shall be maintained and service shall accumulate for all purposes under the Collective Agreement during such period of layoff.

Within two (2) months of February 21, 2019, the College will advise the Local Union of all current positions that are already in existence on February 21, 2019 which are less than twelve (12) month positions.

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.

Yours truly,  
D. Sinclair  
Chief Executive Officer  
College Employer Council

February 21, 2019

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

Dear Warren:

**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.

Yours truly,  
D. Sinclair  
Chief Executive Office  
College Employer Council

February 21, 2019

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

Dear Warren:

### **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.

Yours truly,  
D. Sinclair  
Chief Executive Office  
College Employer Council

February 21, 2019

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

Dear Warren:

**Initial Seniority List Calculation**

For Regular Part-Time Employees who are employed as of February 21, 2019, their seniority shall be calculated from their first date of hire at the College.

Within four (4) months of February 21, 2019, the College will email a seniority list to the Regular Part-Time Employees who were employed as of February 21, 2019. These employees will then have thirty (30) days to dispute their hire dates and to provide documentation to prove what they deem is accurate. The College will review all disputes and confirm or deny any changes and repost an amended list within a further thirty (30) days. Any further disputes will be resolved by the Local Union.

It is agreed that the obligation of the College to provide a current seniority list in the second week of October, February and June is suspended during this period.

Yours truly,  
D. Sinclair  
Chief Executive Officer  
College Employer Council