## PART-TIME SUPPORT STAFF BARGAINING 2024

# TO RENEW THE COLLECTIVE AGREEMENT

**PROPOSAL PRESENTED BY:** 

# OPSEU/SEFPO

# ON BEHALF OF THE

# PART-TIME SUPPORT STAFF IN THE COLLEGES OF APPLIED ARTS AND TECHNOLOGY

March 27, 2024

UNION PROPOSAL - U5

Monetary

Strike out = delete

**Bold** = new

Status Quo = SQ

The following proposals are presented on a without prejudice or precedent basis. We reserve the right to alter, modify, amend, delete or add to these proposals unless a proposal has been adopted and signed off by both Parties.

Article 7. Union Matters

# 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.

# REVISED

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, the Divisional Executive **or as a mobilizer**. 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.

# REVISED

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, Joint Classification Committee (name TBD), Joint Insurance Committee (Support Staff\*\*\*), for the days of necessary attendance at meetings of such committees;

The Union shall reimburse the College for fifty per cent (50%) of all pay during leaves of absence under Article 5.1.2. The College will endeavour to bill quarterly.

Note: JCC / JIC will depend on the benefits conversation with the employer

## 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.

## REVISED

## 7.1.3 Union Negotiating Committee

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

# 7.2 Time Off

In addition to time off granted under Articles 7.1 and 20.2.4, the College recognizes that additional time off during regular working hours may be necessary for the purpose of assisting part-time employees and the Part-Time Support Staff Bargaining Unit in the administration of the Collective Agreement and the business directly pertinent thereto. In such a case, the Local Union may advise the College of up to three (3) part-time support employees who may be appointed or designated hereunder, it being understood that any time off granted shall not hinder or interfere with the regular performance of the employee's duties and responsibilities.

Unless otherwise agreed, time off for union business hereunder shall not exceed:

- a maximum of twelve (12) hours per week, where the Support Staff complement at a College is less than two hundred (200) employees, or
- a maximum of fifteen (15) hours per week, where the Support Staff complement at a College is two hundred (200) employees or more, but less than three hundred and fifty (350) employees, or
- a maximum of eighteen (18) hours per week, where the Support Staff complement at a College is three hundred and fifty (350) or more.
- the Local Union shall reimburse the College for twenty-five per cent (25%) of all pay for any leaves of absence granted hereunder on a regular basis as billed by the College.

## 7.2 Full-time Assignment

Upon application in writing by the Union to the CEC 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.

Renumber

# 7.3 Full Time Assignment

Upon application in writing by the Union to the CEC with notice to the affected Colleges, a leave of absence shall be granted to two (2) employees from the **Part-Time** Support Staff <del>Part-Time</del> 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, **notwithstanding Article 17.1**, accumulate full seniority during such leave(s) of absence.

Renumber the rest of Article 7

# Article 9 Hours of Work **REVISED ARTICLE:**

9.3 Need a title

9.3.1 Changes in Schedule - renumber - SQ

NEW

U5

# 9.3.2 Canceled Shifts

If the employer cancels an employee's shift with less than twenty-four (24) hours' notice and/or if an employee is sent home early for reasons beyond their control, the employee will not suffer a loss of pay.

NEW

9.3.3 Canceled Appointments

Employees whose hours are dependent upon appointments will not suffer a loss of pay for appointments canceled for reasons beyond their control, with less than twenty-four (24) hours' notice.

9.5 Need a title

9.5.1 Overtime - renumber - SQ

NEW

9.5.2 Lieu Time

Where an employee has worked authorized hours in excess of twenty-four (24) hours per week such employee shall have the option of electing payment or time off equivalent. If the employee elects payment, they will be paid their regular straight time hourly rate for all hours worked in excess of twenty-four (24) hours. Where the employee elects time off, such time off must be taken by December 31st of the year in which it was earned. Employee requests for use of lieu time will not be unreasonably denied. Where lieu time is not taken on the foregoing basis, payment shall be made on the next applicable pay period. New

# 9.9 Minimum Shift Hours

No employee will be scheduled less than a three (3) hour shift, unless otherwise agreed upon in writing.

#### 10.X Wage Grid DONE

### REVISED

The parties agree that the College system should be a leader when it comes to providing good paying jobs for their employees and agree to a wage grid that sets a floor wage of two dollars (2.00) above minimum wage (Provincial minimum wage + 2.00) and then increases horizontally (through the steps) at a rate of three percent (3%) ([Provincial minimum wage + 2.00]\*1.03) and increasing vertically with a 2.48 increase (Band 1, Start rate = Provincial minimum wage +2.00, Band 2, Start Rate = 2.48 above Band 1 Start rate). The wage grid is in Appendix XX)

The parties agree that the integrity of the wage grid is integral to maintaining good labour relations, bargaining unit morale, fairness, and transparency in the compensation structure and agree to review the grid annually to ensure that the structure is maintained. The parties further agree that should a Provincial minimum wage increase impact the structure of the wage grid where the floor rate of Pay Band 1 Start Rate falls below the base rate of Provincial minimum wage plus two dollars (\$2.00) the parties will adjust the entire wage grid to maintain its integrity as described above.

#### The College agrees to pay the wages set out in Appendix XX

No employee will have their hourly wage rate reduced while they continue to occupy the position held as of\_\_\_\_, or a like position. Part-time employees earning an hourly wage rate above the final step of their pay band will continue to receive all negotiated hourly wage increases until they vacate their position (or like position) permanently.

**10.X – Equal Pay for Equal Work** 

No Part-Time Employee will be paid at a rate of pay less than the rate paid to another Part-Time or Full-Time Employee of the College because of a difference in employment status when:

- a) they perform substantially the same kind of work at the College;
- b) their performance requires substantially the same skill, effort, and responsibility; and
- c) their work is performed under similar working conditions.

10.xx Should an employee believe that their rate of pay is less than another employee's they may request a review of their job to determine if it meets the requirements of one (1) above. The employer shall upon determination:

- a) Adjust the employee's pay back to the date the issue was brought to the College's attention, or
- b) If the employer disagrees with the employee's belief, provide a written response to the employee setting out the reasons for the disagreement.

Should an employee disagree with the outcome they may use Article 20 Complaints / Grievances to enforce their rights.

Article 11.3 Travel Expenses between College Work Locations

If the College requires an employee to travel to a different location than their normal work location, parking and all other transportation related costs shall be reimbursed. Related costs can be, but are not limited to ride share program, taxi, public transit, and time.

# Article 12.5 Professional Development Days

Each employee will be entitled to take up to three (3) paid professional development days per year. Such leave shall be used to enhance the employee's transferable job skills and can include such activities as attending seminars, participating in College staff development activities, job shadowing, and other legitimate training and education activities.

The employee will submit a written application to their Supervisor outlining the purpose of the professional development and the expected skill enhancement contemplated from the activity. Such requests will not be unreasonably denied.

## 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.

# REVISED

13.1 Entitlement

# The parties recognize that employees will receive the following paid Holidays:

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, **National Day for Truth & Reconciliation**, 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, .

# 13.1.1

The employer will pay holiday pay that provides the employee the greater benefit according to the provisions below:

- 1. If the holiday falls on a day when the employee is normally scheduled to work, the employee will be paid for their regularly scheduled hours or using the calculation in 2.
- 2. If the holiday falls on a day when the employee is not normally scheduled to work, the employee will be paid according to total income earned during the previous pay period divided by shifts worked during that time.

## NEW

## Article 13.2 Winter Holiday Closure

In addition, eligible employees shall be granted the winter holiday closure period – December 24 to January 1 inclusive – without loss of hourly earnings for regular hours worked. Should colleges extend their holiday period, employees will not suffer loss of wages.

Current 13.2 – 13.5 – Renumber - SQ

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).

## REVISED

## 13.4 Working on Holidays

Authorized work performed on a holiday as defined in Article 13.1 (Entitlement), **Article 13.2** (Winter Holiday Closure), (or on the day designated as such under Article 13.4 (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 **13.1.1** subject to Article 13.2 (Restriction).

\*Remaining Articles will need to be renumbered 13.2 onward

# Demand 3. Benefits

Proposal: For consideration, topics will include Dental, Vision, and Prescription.

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.

# REVISED

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.

Effective February 1, 2024, the College shall pay vacation pay to all part-time employees based on continuous years of service, equal to the percentages detailed in the grid below.

0 - 8 years: 6% 9 - 14 years: 8% 15 - 24 years: 10% 25+: 12%

Regular Part-Time Employees may elect to bank their vacation pay to utilize for future time off with pay. Every December, Regular Part-Time Employees will have the option to notify the College whether they would like to bank their vacation pay or be paid out each pay period.

Any unused vacation pay as of December 31<sup>st</sup>, will be paid out on the first pay period in January.

## 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.

# REVISED

#### 15.2 Bereavement Leave

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

Note: For the purposes of article 15.2, chosen family refers to the important and established non-biological kinship bonds.

### 15. Leaves

Renumber as follows

15.5 Pregnancy and Parental Leave (Title) 15.5.1 Pregnancy Leave - Status Quo

## 15.5.2 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.

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.

### 15.5.3 Extension of Parental Leave for Adoption - Status Quo

#### Revised

15.5.2 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 **their 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.

#### NEW

#### **15.5.4 Seniority Accumulation**

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

#### 15.5.5 Supplementary Unemployment Benefit Plan

# 15.5.5.1 Eligibility for Benefit

An employee entitled to pregnancy and/or parental leave under Article 15.5, who provides the College with proof that the employee has applied for and is eligible to receive 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. *Qualified employees entitled to parental leave are entitled to a top up.* 

# 15.5.5.2 Payment

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

(i) for the waiting period of the first leave taken under Article 15.5.1 and/or 15.5.2, as applicable, during which the employee is serving the Employment Insurance waiting period, a payment equivalent to ninety-three percent (93%) of the actual rate of pay for their position which the employee was receiving on the last day worked prior to the commencement of the leave;

and,

(ii) for 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 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 their 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.

## 15.5.5.3 Compliance with Employment Insurance Act

Notwithstanding Article 15.5.5.1 and 15.5.5.2, 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 El benefit calculated without regard to an election by the employee to receive a lower El 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).

## 15.8 Religious/Cultural Leave

At the request of an employee, time off with pay shall be granted to observe religious/cultural occasions in accordance with their religious/cultural beliefs. Religious/cultural leaves of absence shall not be unreasonably denied by the college. If denied, rationale shall be provided in writing.

Article 15.9 Sick Leave With Pay

All Part-Time employees will be able to accrue a sick leave bank not to exceed 30 sick leave credits at any given time. Sick leave can be taken for but not limited to the following, illness (physical or mental), injuries, medical appointments, and quarantine time.

Sick leave credits will be earned as follows;

- a. Upon completion of 30 calendar days of continuous employment at the college, they shall receive 3 sick leave credits.
- b. Upon completion of each additional 30 calendar days of continuous employment, they shall receive 1 additional sick leave credit.
- c. As sick leave credits are used, they can be replenished according to the above noted process.

Sick leave credits do not have any value when an employee leaves the employment of the College.

## Article 16. HEALTH AND SAFETY

16.1 Health and Safety Act

The parties acknowledge the application of the Occupational Health and Safety Act and mutually agree to maintain high standards of health and safety to prevent physical and mental ailments.

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 an 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 1st and the College shall reimburse such employee, on the first pay day in April, up to a maximum of **two hundred and fifty dollars (\$250.00)** one hundred and fifty dollars (\$150.00) every two years. Only one payment will be made every two years. Replacement of protective footwear will be covered by the College upon failure.

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 an <u>Regular Part-Time</u> 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 1st 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 <del>twenty dollars (\$20.00)</del> **one hundred and fifty dollars (\$150.00)**; 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, **including personal protective equipment**. 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.

# NEW Other Equipment Required by the Occupational Health and Safety Act

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

18.8 Waiver of Rights/Severance

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.

# REVISED

18.8 Waiver of Rights/Severance

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*.

In place of the severance provisions of the Employment Standards Act, a Regular Part-Time employee who has been given a notice of layoff and has subsequently been laid off or otherwise terminated shall be entitled to severance pay in an amount equal to the employee's regular wages in a 24-hour work week multiplied by two (2), then multiplied by the number of the employee's years of service, and pro-rated for portions thereof.

# Article 21 Duration

TBD

## Appendix Changes

# Appendix 1 - Student Employees

# CURRENT

6. Employees covered by this Appendix are entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), Union Matters (Article 7), Overtime (Article 9.5), Wages (Article 10.1), Holidays (Article 13), Vacation Pay (Article 14.1) and Bereavement Leave (Article 15.2).

# REVISED

6. Employees covered by this Appendix are entitled to the following provisions of the Agreement: Ontario Human Rights (3.3), Harassment (Article 6), Union Matters (Article 7), Applicant Feedback (Article 8.4), Hours of Work (Article 9.1), Canceled Shifts (Article 9.3.2), Canceled Appointments (Article 9.3.3), Overtime (Article 9.5), Wages (Article 10.1), Wage Grid (Article 10XX), Job Descriptions (Article XX), Travel Expenses Between College Work Locations (Article 11XX), Holidays (Article 13), Vacation Pay (Article 14.1), and Bereavement Leave (Article 15.2), Paid Sick Days (Article 15.9), Jury/Witness Duty (15.3), Citizenship Leave (Article 15.4), Religious/Cultural Leave (Article 15.8), Health & Safety (Article 16).

# Appendix 3B - Casual Employees

# CURRENT

- 6. Casual Employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), Union Matters (Article 7), Overtime (Article 9.5), Wages (Article 10.1), Holidays (Article 13), Vacation Pay (Article 14.1) and Bereavement Leave (Article 15.2).
- 7. Casual Employees may be released by the College in accordance with the Employment Standards Act, 2000 before the termination date of any term of employment.

# REVISED

- Casual Employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (3.3), Harassment (Article 6), Union Matters (Article 7), Applicant Feedback (Article 8.4), Canceled Shifts (Article 9.3.2), Canceled Appointments (Article 9.3.3), Overtime (Article 9.5), Lieu Time (Article 9.5), Wages (Article 10.1), Wage Grid (Article 10XX), Equal Pay For Equal Work (Article 10XX), Job Descriptions (Article XX), Travel Expenses Between College Work Locations (Article 11XX), Tuition Fees (Article 12.3), Professional Development Days (12.XX), Holidays (Article 13), Vacation Pay (Article 14.1), Paid Sick Days (Article 15.9) and Bereavement Leave (Article 15.2), Jury/Witness Duty (15.3), Citizenship Leave (Article 15.4), Religious/Cultural Leave (Article 15.8), Winter Closure (Article 15XX), Health & Safety (Article 16), Technological Changes (18.7.2), Benefits (Article XX).
- 7. Casual Employees may be released by the College in accordance with the Employment Standards Act, 2000, before the termination date of any term of employment. The College may not release or terminate a Casual Employee for exercising their rights under the Collective Agreement.

# Appendix 3A - Temporary Employees

# CURRENT

- 2. 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.
- Temporary Employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), Union Matters (Article 7), 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).

# REVISED

- 2. 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. Should the College wish to extend the length of a temporary position, it must seek approval from the Union Local.
- 7. Temporary Employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (3.3), Harassment (Article 6), Union Matters (Article 7), Applicant Feedback (Article 8.4), Canceled Shifts (Article 9.3.2), Canceled Appointments (Article 9.3.3), Overtime (Article 9.5), Lieu Time (Article 9.5), Wages (Article 10.1), Wage Grid (Article 10XX), Equal Pay For Equal Work (Article 10XX), Job Descriptions (Article XX), Travel Expenses Between College Work Locations (Article 11XX), Tuition Fees (Article 12.3), Professional Development Days (12.XX), Holidays (Article 13), Vacation Pay (Article 14.1), Paid Sick Days (Article 15.9) and Bereavement Leave (Article 15.2), Jury/Witness Duty (15.3), Citizenship Leave (Article 15.4), Religious/Cultural Leave (Article 15.8), Health & Safety (Article 16), Benefits (Article XX).

1-Feb-24								
NEW Grid								
	Start	6 month	1 year	2 year	3 year	4 year		
1	\$18.55	\$19.11	\$19.68	\$20.27	\$20.88	\$21.50		
2	\$21.03	\$21.66	\$22.31	\$22.98	\$23.67	\$24.38		
3	\$23.51	\$24.22	\$24.94	\$25.69	\$26.46	\$27.25		
4	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13		
5	\$28.47	\$29.32	\$30.20	\$31.11	\$32.04	\$33.00		
6	\$30.95	\$31.88	\$32.83	\$33.82	\$34.83	\$35.88		
7	\$33.43	\$34.43	\$35.47	\$36.53	\$37.63	\$38.75		
8	\$35.91	\$36.99	\$38.10	\$39.24	\$40.42	\$41.63		
9	\$38.39	\$39.54	\$40.73	\$41.95	\$43.21	\$44.50		
10	\$40.87	\$42.10	\$43.36	\$44.66	\$46.00	\$47.38		
11	\$43.36	\$44.66	\$46.00	\$47.38	\$48.80	\$50.27		

	1-Feb-25	
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Increase: GWI Across the board \$2.25							
	Start	6 month	1 year	2 year	3 year	4 year	
1	\$20.80	\$21.36	\$21.93	\$22.52	\$23.13	\$23.75	
2	\$23.28	\$23.91	\$24.56	\$25.23	\$25.92	\$26.63	
3	\$25.76	\$26.47	\$27.19	\$27.94	\$28.71	\$29.50	
4	\$28.24	\$29.02	\$29.82	\$30.65	\$31.50	\$32.38	
5	\$30.72	\$31.57	\$32.45	\$33.36	\$34.29	\$35.25	
6	\$33.20	\$34.13	\$35.08	\$36.07	\$37.08	\$38.13	
7	\$35.68	\$36.68	\$37.72	\$38.78	\$39.88	\$41.00	
8	\$38.16	\$39.24	\$40.35	\$41.49	\$42.67	\$43.88	
9	\$40.64	\$41.79	\$42.98	\$44.20	\$45.46	\$46.75	
10	\$43.12	\$44.35	\$45.61	\$46.91	\$48.25	\$49.63	
11	\$45.61	\$46.91	\$48.25	\$49.63	\$51.05	\$52.52	