



TERMS AND CONDITIONS OF EMPLOYMENT

FOR

ADMINISTRATIVE STAFF

Hired on or Transferred after May 1, 2024

Ontario Colleges of Applied Arts and Technology

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PREAMBLE

The Terms and Conditions of Employment for Administrative Staff cover all probationary and regular full-time Administrative Staff employed by Fleming College (the College). Regular full-time is defined as ongoing employment with the College, subject to termination, resignation or retirement. The College is responsible for establishing and making any changes to the Terms and Conditions of Employment except the following:

- The Group Insurance Benefit Plans (Section 3.1) which are the responsibility of the College Compensation and Appointments Council;
- The Pension Plans (Section 3.4), which are the responsibilities of the CAAT Pension Plan and the Ontario Teachers' Pension Plan.

Subject to the provisions of the Terms and Conditions of Employment for Administrative Staff, the College retains the right to direct and control all operations, programs and facilities and to decide staffing requirements and assignments.

1. APPOINTMENTS

1.1 Letter of Appointment

All appointments will be made in writing and a written letter of acceptance will constitute a contract of employment. The letter of appointment will confirm the position's salary range, annual salary, and probationary period and will state that the Terms and Conditions of Employment for Administrative Staff contain important details about the contract of employment, are a condition of employment and apply to the new employee. A copy of the Terms and Conditions of Employment for Administrative Staff will be included with the offer of appointment.

1.2 Probationary Period

Normally a period of one (1) year for persons hired from outside the College. No renewed probationary periods will be permitted for appointments made from within the College, once the first probationary period has been completed.

1.3 Responsibilities

The responsibilities of a position will be explained to the incumbent at the time of appointment, although incumbents should be aware that responsibilities are subject to modification in relation to organizational and/or operational changes. The College's official job description of the position will be provided to the new employee and reviewed annually thereafter.

2. SALARY

2.1 Job Evaluation

The College, in accordance with policies approved by the Board of Governors, shall administer the CAAT Job Evaluation System, which is used to evaluate Administrative positions. The incumbent of each position will be informed of the payband and salary range assigned to his/her position.

2.2 Administration of Salary

The College in accordance with guidelines approved by the Board of Governors shall establish and implement a compensation policy and program for Administrative Staff.

2.3 Re-evaluation to a Lower Payband

Operational and organizational changes occur at the College on a regular basis. During the course of employment, it is possible that a position may be re-evaluated in a manner which impacts the salary band and/or salary range. If such a re-evaluation occurs, the employee will be given as much notice as possible and the following procedure will apply to minimize the impact of any such change.

Administrative staff that have their position downgraded and their annual salary is above the new salary range maximum shall have their annual salary "half-circled" until such time that the new salary range increases sufficiently to include their actual salary rate. "Half circled" means that when a general increase is granted to the base salary ranges, the employee shall be eligible for a salary increase equal to one half of that general increase, assuming the employee is performing at a satisfactory level.

3. EMPLOYEE BENEFITS AND ENTITLEMENTS

3.1 Group Insurance Benefits

Eligible Administrative Staff are covered by a range of group insurance benefits. Participation is mandatory, except where optional coverage is indicated. Detailed information pertaining to benefit coverage may be found in the Group Insurance Benefit Plan booklet as amended from time to time by the policyholder, the College Compensation and Appointments Council. All entitlements to benefits under the plans shall be in accordance with the terms of the group contract.

a) Survivor Benefits

Survivor benefits are available for Eligible Dependents of Administrative employees who are participating in the Dependent coverage portion of the Group Insurance Plan. Detailed information regarding Survivor Benefits may be found in the Group Insurance Benefit Plan booklet.

3.2 Retirement Benefits

The College agrees to provide eligible retired employees the option of enrolling in the CAAT Retiree Benefit plan, which includes Life Insurance, Extended Health Care and Dental Care under the following conditions:

1. The retired employee shall pay to the College quarterly in advance, the full cost of benefits that he/she enrolled in.
2. Eligibility for such coverage shall be dependent upon:
 - The employee qualifying for and commencing to receive a lifetime monthly pension from the Colleges of Applied Arts and Technology Pension Plan or the Teachers' Pension plan immediately upon his/her retirement;
 - The retired employee electing such coverage by notifying the College in writing within thirty-one (31) days of his/her retirement date;
 - The retired employee maintaining eligibility for benefits under OHIP or another Canadian medicare plan equivalent to OHIP from another province or territory;
 - The employee commenced retirement on or after November 1, 1987.
3. Insurable benefits payable under OHIP, the Ontario Drug Benefit Plan or another Canadian medicare plan equivalent to OHIP from another province or territory shall not be payable under the Extended Health Care Plans or Dental Care Plan.

Details of the Plan are published in the CAAT Retiree Benefit Plan booklet, as amended from time to time by the policyholder, the College Compensation and Appointments Council.

3.3 Short Term Disability Plan

The Short Term Disability Plan is not an insurance plan. It is an income replacement plan paid to all eligible full-time Administrative staff by the College. Details can be found in the Group Insurance Benefit Plan booklet.

3.4 Pension Plan

All persons appointed subsequent to January 1, 1972, are required to contribute to a College pension plan administered by the CAAT Pension Plan in accordance with the terms of the CAAT pension plan.

Employees with valid Ontario teaching certificates who began contributing to the Ontario Teachers' Pension Plan prior to January 1, 1972, will be allowed to continue this practice.

Normal retirement under both plans is age sixty-five (65).

The CAAT Pension Plan operates under the joint sponsorship of the Boards of Governors of the 24 Colleges, the Ontario Public Service Employees Union (OPSEU) and the Ontario College Administrative Staff Association (OCASA).

3.5 Holidays

Employees will receive the following holidays with pay at their regular salary:

Family Day Good Friday Victoria Day
Canada Day Civic Day Labour Day
Thanksgiving Day and Christmas Day and New Year's Day, and the days in between.

3.6 Vacation

a) Entitlement

In accordance with the College's vacation year (July 1st to June 30th), employees will receive vacation entitlement at a time approved by the College, according to the following schedule:

Twenty-two (22) paid working days vacation after one (1) year of continuous service, and one (1) additional paid vacation day for each additional year of continuous service, with a maximum vacation entitlement of thirty (30) paid working days. Staff with less than one (1) years' service will be granted vacation on a prorated basis.

b) Carryover

Any vacation days remaining in the balance on June 30th each year are permitted to be carried over and must be used no later than August 15th in the same year. If this deadline cannot be achieved due to extenuating circumstances, a plan must be submitted to SMT for review and approval.

3.7 Leaves

a) Personal Leave without Pay

Leave of absence without pay may be granted by the College for legitimate personal reasons. The leave would not normally exceed twelve (12) months unless extended by the President or designate. Where applicable, it is expected that an employee will use their statutory leaves under the Employment Standards Act, 2000 prior to requesting a Personal Leave Without Pay.

If the leave is sufficiently lengthy to hinder an evaluation for purposes of merit increases or

promotion, such increases or promotion may be withheld or deferred upon the employee's return, as warranted by the particular circumstances.

b) Personal Leave with Pay

Leave of absence for personal reasons and special leave in extenuating personal circumstances may be granted at the sole discretion of the College.

c) Pregnancy and Parental Leave

i) 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*.

ii) Parental Leave

An employee on pregnancy leave may take a further sixty one (61) 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 sixty three (63) 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.

iii) Supplementary Unemployment Benefit Plan

Eligibility for Benefit

An employee entitled to pregnancy and/or parental leave, 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, in accordance with the Supplementary Unemployment Benefit Plan.

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

- for the waiting period of the first leave taken under paragraph 2c(i), as applicable, during which the employee is serving the *Employment Insurance* waiting period, a payment equivalent to ninety-three percent (93%) of the salary that the employee would otherwise have earned during the period.; and 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 salary that the employee would otherwise have earned during the period. 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*.

iv) Compliance with Employment Insurance Act

Notwithstanding the above 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 salary that the employee would otherwise have earned during the period and the sum of the employee's EI benefit calculated without regard to an election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act* and any other earnings received by the employee.

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

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

v) Group Insurance Benefits and Pension Coverage

An employee who goes on a pregnancy or parental leave in accordance with the Employment Standards Act, 2000 shall have insured benefits and pension plan coverage continued during the period of the leave in accordance with the Employment Standards Act, 2000.

d) Bereavement Leave

On the death of an employee's parent, spouse (including a common-law or same-sex partner), child, step child, sibling, parent in law, sibling in-law, child-in-law, grandparent, spouse's grandparent, grandchild or guardian, an employee shall be granted leave of absence of three (3) or more days without loss of pay in order to attend at or make arrangements for the funeral. The duration of the leave will be decided at the discretion of the College.

On the death of the sibling of an employee's parent, or the child of an employee's sibling, an employee, upon request, shall be granted a leave of absence for one (1) day without loss of pay in order to attend the funeral.

e) Jury/Witness Duty

In the event an employee is subpoenaed to act as a Crown witness or juror, all fees paid by the court shall be turned over by the employee to the College. The College will maintain an employee's regular rate of remuneration while he or she is absent for Crown witness or jury duty.

f) Prepaid Leave Plan (PLP)

i) Introduction

The prepaid leave plan has been developed to afford employees the opportunity of taking a leave of absence of between six (6) months and one (1) year and to finance the leave through deferral of wages in an appropriate amount that will be accumulated and together with interest be paid out at the commencement of the leave.

ii) Eligibility

An employee having three (3) years' service with the College is eligible to participate in the Plan, in accordance with the conditions set out in this section.

iii) Application

An employee who meets the eligibility criteria as above must make a written application to the President or designate of the College at least three (3) months in advance of the proposed commencement date of participation in the Plan. The application must set out the deferral program as requested.

iv) Approval

Approval of individual requests to participate in the Plan, the duration of the leave, the deferral period, and the percentage of wages deferred shall rest solely with the College.

v) Deferral

The deferral period over which wages are deferred shall be to a maximum of five (5) years.

vi) Duration of Leave

The length of leave shall not exceed one (1) year.

vii) Written Agreement

The College and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

viii) Terms and Conditions

The payment of wages and benefits, and other terms and conditions shall be as follows:

1) Deferral Period and Wages

The deferral period can be any period agreed to between the College and the employee provided that the percent and the amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of participation in the Prepaid Leave Plan. During the deferral period preceding the leave, the employee will be paid a reduced salary, in accordance with the written agreement between the College and the employee. The remaining amount of his/her salary will be deferred and this accumulated amount, plus any interest earned, shall be retained for the participant by the College to finance the period of leave.

2) Interest Rate

The calculation of interest under the terms of this plan shall be monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a 1-year term deposit, a 3-year term deposit, and a 5-year term deposit. The rates for each of these accounts will be those set out in writing by the bank branch with which the College deals. If, at the last day of any month, any one or more of the above accounts is not offered by the bank with which the College deals, then the interest rates on the remaining accounts will be averaged.

Interest calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount on deposit to the participant's credit will be sent to the participant by the College

3) Benefits Structuring

During the deferral period, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had he/she not been in the Plan.

4) Premium Cost

A participant's coverage for Life Insurance, Long-Term Disability, Extended Health Care (including Vision and Hearing), and Dental Care coverage, in effect immediately prior to the leave, will be maintained by the College during his/her leave of absence, if eligibility conditions permit; however, the premium costs of all such Plans shall be paid by the participant during the leave.

5) Leave (Benefits Structuring)

During the leave, any benefits related to salary shall be structured according to the salary the participant would have received immediately prior to the leave had he/she not been in the Plan.

6) Payout

At the commencement of the period of leave, the College shall pay to the participant the moneys standing to his/her credit, including interest, but less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed. If by mutual agreement, the employee chooses to have some of the deferred amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.

7) Assignment on Return

On return from leave, a participant will normally be assigned to the position he/she held prior to the leave.

8) Applicability of Benefits

Short Term and Long Term Disability benefits shall not be available during the leave, nor shall vacation be taken during the leave, nor shall vacation entitlements accumulate. However, service for the purpose of determining the level of vacation entitlement shall include the period of leave.

Notwithstanding Section 3.6 (Carryover) above, a participant may, in the year or years prior to the leave, defer sufficient vacation credit so that, in the vacation year of his/her return to work, he/she will have up to his/her normal vacation entitlement.

9) Withdrawal Rights

A participant may, with the approval of the College, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness) anytime up to three (3) months prior to commencement of the leave. An employee withdrawing from the Plan shall be paid a lump sum amount equal to moneys deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

10) Leave Deferral

The College may, not less than three (3) months prior to the commencement of the leave, defer the period of the leave. In this instance, a participant may choose to remain in the Plan, or receive payment as in "Withdrawal Rights" (3.7 (f)(viii) 9) above. Should a leave deferral result in a leave of absence being taken later than the intended period, any moneys accumulated will continue to accumulate interest until the leave is granted. Deferrals are subject to the provisions of the Income Tax Act (Canada).

11) On Leaving Employment

Any participant who resigns or is terminated prior to commencement of the leave shall cease to be a participant in the Plan, and shall receive payment as in "Withdrawal Rights" (3.7(f) (viii) 9) above.

12) Death Clause

Should a participant die while enrolled in the Plan, any moneys accumulated, plus interest accrued at the date of death, will be paid to his/her estate. Every agreement entered into as in "Written Agreement" (3.7(f)(vii)) above, shall state that monies paid to the estate of an employee under this section are a "right or thing" within the meaning of the Income Tax Act (Canada) and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act (Canada).

13) Serious Illness

Should a participant be unable to take the leave when scheduled because of serious injury or illness occurring before the commencement of the leave, he/she may cancel the leave and receive payment as in "Withdrawal Rights" (3.7(f)(viii) 9) above or, with the consent of the College, defer the leave to a mutually agreeable time and in accordance with the Income Tax Act (Canada).

14) Income Tax

During each taxation year, the participating employee's income tax liability

shall be in accordance with the Income Tax Act (Canada) and directives from Canada Revenue Agency. Similarly, the withholding tax deducted at source by the College shall be in accordance with the Income Tax Act (Canada) and directives from Canada Revenue Agency.

g) Professional Development Leave

Professional development leave may be granted to regular full-time and regular part-time, non-probationary Administrative employees for a period of up to twelve (12) months in duration for the purpose of professional development, at up to 100% of normal salary and benefits.

Normally employees are required to apply a minimum of six months in advance of the requested leave start date in order to ensure sufficient lead time for the College to appoint an interim replacement or otherwise disposition their normal work responsibilities.

An employee must have a performance rating of Above Expectations or Exceeds Expectations for the most recent performance year in order to be considered for a professional development leave. In order to be considered for a paid professional development the employee must have received a performance rating of Above Expectations or Exceeds Expectations in the past three consecutive performance cycles.

All applications below executive level are reviewed and approved (or declined, with reasons), by the Senior Management Team once endorsed by the responsible executive. Applications at the executive level are reviewed and approved (or declined, with reasons) by the Board of Governors or delegate(s) thereof.

Approved professional development leaves may also be subject to reasonable conditions such as returning to work for a specific time period on completion of the leave, failing which repayment is required on a prorated basis. Any income earned during a professional development leave offsets the employee's Fleming College salary and employees on approved professional development leaves have a responsibility to inform the College of such earnings. Lump sum performance bonus awards, if applicable, are prorated for any period of professional development leave during the relevant fiscal year(s).

Employees whose applications are approved by SMT will be required to accept all applicable terms and conditions identified by SMT, in writing, before the leave is considered fully approved.

4. LIABILITY COVERAGE

The College will provide for coverage of an employee's liability while performing duties or tasks required and authorized by the College or customarily performed as part of an employee's duties.

5. EMPLOYEE RIGHTS

5.1 Ontario Human Rights Code

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 College because of race, ancestry,

place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status and handicap.

Where the College is satisfied that an employee requires an accommodation to which the Ontario Human Rights Code applies, the College recognizes its obligation to accommodate the employee. The employee will cooperate with the accommodation efforts of the College.

5.2 Work of Personal Nature

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

6. EMPLOYEE EVALUATION

6.1 Performance Assessment

A copy of an employee's performance assessment, as part of the Salary and Performance Compensation Program, or any other job performance assessment that is to be filed on the employee's record shall be given to the employee in advance. The employee shall initial the appraisal after reading the supervisor's comments within seven (7) days of its receipt. If the employee wishes, he/she may add his/her views to the appraisal within the seven (7) day period.

6.2 Disciplinary Notice

An employee shall receive a copy of any formal disciplinary notice to be placed in his/her personnel file.

6.3 Access to Personnel File

An employee shall be entitled to reasonable access to his/her official personnel file to examine performance appraisals and disciplinary notices.

7. HEALTH AND SAFETY

The College shall make reasonable provisions for the conditions of health and safety in the employees' work areas in the College by conforming to the provisions of the Occupational Health and Safety Act and Regulations.

8. COPYRIGHT AND PATENT

Except as may be otherwise mutually agreed between an employee and the College, work produced by an employee for the purpose of advancing the educational objectives of the College or work produced with College resources shall be the property of the College. Other work produced by an employee on his/her own time shall be the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada).

9. ADMINISTRATIVE STAFF REDUCTIONS/TERMINATION FROM EMPLOYMENT

9.1 Employee Resignation

Due to operational requirements, employees wishing to resign are required to submit a written resignation thirty (30) calendar days prior to the effective date of termination in order to ensure a proper transition of work responsibilities. A shorter period of notice may be mutually agreed upon between the college and the employee.

9.2 Employee Dismissal

(a) Dismissal for Wilful Misconduct

In the event of dismissal for wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the College (the "Wilful Misconduct Standard"), the employee shall receive only their accrued but unpaid wages and earned but unused vacation.

For greater certainty, the College shall have no other obligations to the employee, save and except for any minimum obligations under the *Employment Standards Act, 2000*, as amended from time to time.

(b) Dismissal for Reasons Other Than Wilful Misconduct

If terminated by the College for reasons other than those subsumed by the Wilful Misconduct Standard, an employee will receive only the minimum amount of written notice required by the *Employment Standards Act, 2000*, or the minimum amount of termination pay in lieu of notice, as well as the minimum entitlement to severance pay (if applicable) in accordance with the *Employment Standards Act, 2000* and all other outstanding entitlements, if any, minimally owing or required under the *Employment Standards Act, 2000*. This shall include benefits continuation during the statutory notice period.

Where an employee is terminated for reasons other than those subsumed by the Wilful Misconduct Standard, the College reserves full discretion to meet its notice requirements under the *Employment Standards act, 2000* by providing the employee with working notice, salary continuance, or termination pay in lieu of notice (or a combination thereof).

Where the College chooses to meet part or all of its statutory notice obligations by providing an employee with working notice or notice by way of salary continuance, the employee shall receive any severance pay owed to them within seven (7) days following the end of their period of working notice or salary continuance, or on their next regular pay, whichever shall occur later. Where the College satisfies its statutory notice obligations to an employee exclusively by providing that employee with termination pay in lieu of notice, any statutory severance pay owed shall be paid to the employee at the same time as their termination pay.

An employee will not be entitled to receive any bonus or incentive payment unless that payment becomes payable during the employee's minimum statutory notice period provided for under the *Employment Standards Act, 2000*.

The payments and benefits described in this section constitute reasonable compensation in lieu of notice of termination and shall fully satisfy the College's obligations upon the termination of an employee's employment, whether arising under statute, common law, or this Agreement.

At no time will the employee receive less than the applicable minimum entitlements under the *Employment Standards Act, 2000*.