

Memorandum of Understanding (MoU) – Support Staff
Fleming College & OPSEU Local 351

Background:

Article 1.1 excludes from bargaining unit status any part-time workers regularly employed for 24 hours per week or less. Periodically, the College schedules part-time workers for more than 24 hours per week on a short-term basis to address unanticipated operational circumstances and/or to meet cyclical business demands which cannot be met by the existing bargaining unit complement. Without prejudice to the College's position that these part-time workers are not members of the bargaining unit, and are not covered by the provisions of the Support Staff Collective Agreement, the College has agreed that the terms and conditions set out in this MoU will apply in such cases.

Mutually Agreed Interpretation by the Support Staff Union College Committee (SSUCC):

1. Subject to paragraph 2, the terms of this local interpretation apply to persons who are employed as regular part-time (RPT) support staff OR to casual part-time (CPT) support staff temporarily scheduled to work over 24 hours per week for periods of less than 13 weeks. For greater clarity, in any week in which a person employed as RPT or CPT support staff is required to work in excess of 24 hours in the week, the terms of this MoU will apply to all support staff hours worked in the week.
2. This MoU does not apply to part-time/temporary employees working on contracts covered by Appendix D or by Appendix G.
3. The rate to be paid to employees covered by this MoU shall be the appropriate equivalent full-time wage rate for the occupied position(s) as per Appendix E of the current Support Staff Collective Agreement and in accordance with the College's Pay Band Conversion Chart for translating part-time classifications to full-time classifications. The hourly rate shall be referred to as the 'base hourly rate of pay' for the purpose of this MoU.
4. The employee shall be subject to the deduction and remittance of Union dues, in a manner consistent with Article 5.4 of the current Support Staff Collective Agreement.
5. The employee shall receive vacation pay in accordance with the current provincial Employment Standards Act (ESA) for Ontario. Vacation pay shall be paid bi-weekly.
6. Overtime for part-time support staff covered by this MoU will be administered in accordance with the current provincial Employment Standards Act (ESA) for Ontario. Banking of overtime is strictly forbidden.
7. Paid sick time accrued under an employee's permanent RPT status will be accessible during temporary full-time assignments. CPT employees are not eligible for paid sick time.
8. Public Holiday pay will be administered in accordance with the current provincial Employment Standards Act (ESA) for Ontario.
9. No provision of the Support Staff Collective Agreement will apply to an employee covered by this MoU, unless the provisions of this MoU expressly state that the provision does apply.
10. This agreement shall only continue in effect if it is renewed in writing by the parties, and then only on the terms and for the period agreed to by the parties.
11. In the event that the Ontario Labour Relations Board issues an order certifying a bargaining unit of part-time support staff employees in the College sector, this MoU will be deemed terminated effective immediately. Should this event occur, the parties shall meet to discuss the desirability and/or feasibility of entering into a new MoU pending negotiation of a first collective agreement for the part-time support staff bargaining unit.

Effective Date: This agreement shall be in effect from January 1, 2018 through to August 31, 2018.

Authorizations:



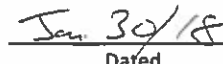
For the College (Sonia Crook, Vice President, Planning, HR & Student Services)



Dated



For the Union (James Lingard, President, OPSEU Local 351)



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