

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
ON BEHALF OF THE COLLEGE ACADEMIC EMPLOYEES

AND

The College Employer Council for the College of Applied Arts and
Technology

UNION OFFER OF SETTLEMENT

October 19, 2021



The Union is forwarding the following proposals without prejudice

The Union reserves the right to alter, amend, change, expand or withdraw any and all proposals

Tabled

New to:

Article 2

STAFFING

Contracting out

2.04 There shall be no contracting out of faculty work, as defined in the Class Definitions of Professors, Instructors, Counsellors, and Librarians, to private interests, third-party, and/or non-academic bargaining unit members (as defined in Article 1 i-iv and the Colleges Collective Bargaining Act, 2008). Faculty work assigned to part-time and sessional employees is subject to Article 2 and Appendix V.

*All other articles remain status quo

Amend to:

Article 11

Workload

11.01 D 1 Weekly hours for preparation shall be attributed to the teacher faculty member in accordance with the following formula:

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
New	
1:1.10	
Established A	1:0.85
Established B	1:0.60
Repeat A	1:0.45
Repeat B	1:0.35
Special A	as indicated below

Special B as indicated below

**RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION BY
TYPE OF COURSE**

<u>Mode of Delivery</u>					
	<u>New</u>	<u>EA</u>	<u>EB</u>	<u>RA</u>	<u>RB</u>
<u>Face-to-Face</u>	<u>1:1.75</u>	<u>1:1.50</u>	<u>1:1.10</u>	<u>1:0.60</u>	<u>1:0.50</u>
<u>Online</u>	<u>1:2.00</u>	<u>1:1.75</u>	<u>1:1.50</u>	<u>1:0.60</u>	<u>1:0.50</u>
<u>Hybrid</u>	<u>1:2.25</u>	<u>1:2.00</u>	<u>1:1.65</u>	<u>1:0.75</u>	<u>1:0.65</u>
<u>Multiple Mode A/ Synchronous</u>	<u>1:2.50</u>	<u>1:2.25</u>	<u>1:2.00</u>	<u>1:1.00</u>	<u>1:0.85</u>

Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2

1. D 3 For purposes of the formula:

Mode of Delivery

- i. **“Face-to-Face” refers to a section of a course which a faculty member is delivering together with students in the same physical space at the same time and is synchronous.**
- ii. **“Online” refers to a section of a course which the faculty member is delivering entirely through online delivery, either synchronously or asynchronously.**
- iii. **“Hybrid” refers to a section of a course which the faculty member is, at different times, delivering partly online and partly through face-to-face instruction, and this delivery remains the same for all students for the duration of the course.**
- iv. **“Multiple Mode A/Synchronous” refers to a section of a course that the faculty member is delivering through face-to-face instruction as well as online at the same time, and may involve a streaming or recorded component.**

Type of Course

*Article 11.01 D3 amend only (i) to:

- i. "New" refers to the first section of a course which the teacher **faculty member** is
 - teaching for the first time. (This definition does not apply to a new ~~F~~full-time teacher **faculty member** who has previously taught the course as a Partial-Load, Sessional or Part-time employee, ~~nor to courses designated as "Special" as defined below~~); or
 - teaching for the first time since a major **significant** revision of the course or curriculum has been approved by the College; **or**
 - **teaching in a different mode of delivery for the first time.**

* Article 11.01 D3 delete (vii) and (viii) and add new:

- vii. **Hours for coordination of courses or programs (as referred to in 14.03 A 3) assigned to a faculty member on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF**

*Article 11.01 D3 (ix) remains status quo but renumbered to (viii)

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher **faculty member** in accordance with the following formula:

In accordance with the following ratio depending on which form of evaluation is most prevalent

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND
FEEDBACK

Essay or pProject	Routine or Assisted	In-Process
1:0.03055	1:0.015	1:0.0092
per student	per student	per student

Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2

11.02 B 2 A faculty member who identifies as Indigenous shall be able to have an Indigenous Elder/Traditional Knowledge Keeper attend WMG as an advisor and/or support person.

*All other articles remain status quo

**Amend to:
Article 13**

Intellectual Property

13.01 Except as may be otherwise mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee's normal administrative or professional duties with the College, shall be and remain the property of the College. Other works produced by an employee shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the *Copyright Act* (Canada) and in particular the subsection addressing "work made in the course of employment".

In order that a faculty member has control over the direction, integrity and use of their academic work, as a general principle, ownership of all types of intellectual property, whether copyrightable or patentable material, shall rest with the faculty member who creates it, even if it is produced during the course of employment and with the use of the employer's facilities and resources, except in those cases where there is a written agreement with the faculty member to the contrary that identifies the specific work/product and assigns the copyright or patent to the employer and/or a research or corporate partner.

*All other articles remain status quo

**Amend to:
Article 26**

PARTIAL-LOAD EMPLOYEES PROFESSORS AND INSTRUCTORS

26.01 C Each partial-load professor and instructor shall have a workload that adheres to the provisions of Articles 11.01 and 11.02 and shall result in a workload which is no more than 72% of the maximum full-time workload specified in Article 11.01 B 1.

*All other articles remain status quo

Amend to:

Article 32

GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure

Grievances

32.02 Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under 32.11 C) in the following manner and sequence provided it is presented within seven days of the immediate supervisor's reply to the complaint.

Grievance Meeting

An employee shall present a signed grievance in writing to the College President or his/her designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The College President or his/her designee shall arrange a meeting within 15 days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local or the College. **A faculty member who identifies as Indigenous shall be able to have an Indigenous Elder/Traditional Knowledge Keeper attend the grievance meeting as an advisor and/or support person.** The College President or his/her designee may have such persons or counsel attend as the College President or his/her designee deems necessary.

*All other articles remain status quo

32.03 B If a matter is referred to arbitration, the process contained in this Article shall apply or, by mutual agreement of the College and the Union Local, the process contained in Article 33, Expedited Arbitration Process, may be utilized.

Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a sole arbitrator selected from the following list:

J. Bloch

R. MacDowell

M. Flaherty	K. O'Neil
L. Davie	J. Parmar
J. Devlin	P. Picher
J. Hayes	C. Schmidt
E. Gedalof	J. Stout
N. Jesin	D. Starkman
W. Kaplan	L. Steinberg
P. Knopf	B. Stephens
D. Leighton	

- **Add names of Indigeneous arbitrators**

Representatives of the Council and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of an arbitrator to hear each of the grievances. The arbitrator shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time, by mutual agreement, add further names to the list.

Also, the parties may agree to a supplementary list of persons to act on a single or number of occasions.

The College or the Union may, prior to selection of an arbitrator, decide to have the matter heard by an arbitration board. The selected arbitrator shall chair the board. The College and the Union shall each appoint its nominee within the ten days of the appointment of the Chair and forthwith notify the other party and the Chair.

Amend to:

Letter of Understanding

Re: ~~Employment Equity~~ Equity, Diversity, and Inclusion

The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:

1. At the local level, the parties **shall establish a jointly-chaired committee (including equal representation from the union and employer) to research and make annual recommendations to the Board of Governors** ~~will work together to facilitate~~:
 - the implementation of employment systems, policies and practices, including matters relating to **discipline, dispute resolution, compensation and** child care, that are non-discriminatory **and equitable** in nature and effect; and
 - the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and
 - generating data as to the current representation and distribution of the designated groups; and
 - examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and
 - the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and
 - the attainment of appropriate representation of targeted groups identified by the Province of Ontario.
2. At the provincial level, the parties **shall establish a jointly-chaired committee of the EERC (including equal representation from the union and employer) to research and make recommendations for each subsequent Collective Agreement at least 12 months prior to the expiry of the current Collective Agreement** ~~will work together~~ to ensure that all provisions of the Agreement are non-discriminatory in nature and effect.
3. **If the parties are unable to reach consensus on the recommendations, they shall immediately refer both parties' recommendations to Mediator Michelle Flaherty at least 6 months prior to the expiry of the Collective Agreement. If the parties cannot reach consensus after mediation, then Mediator Flaherty will issue a binding decision on which recommendations advance the most equitable working conditions and therefore shall be included in the next Collective Agreement.**
4. At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified by the Province of Ontario as designated groups in the day-to-day administration of the Agreement. This could include, but not be limited to, the administration of Articles 7, 9, 11, 32, 33, Appendix II and IV.

The designated groups referred to above are considered to be, for the purpose of this letter:

- Women
- ~~visible and ethnic minorities~~ Racialized people
- ~~disabled persons~~ People with disabilities
- ~~native persons~~ Indigenous (First Nations, Inuit and Métis)
- Lesbian, Gay, Bi-Sexual, Trans, Queer and 2-Spirit (LGBTQ2S*)
- Francophones

New:

Letter of Understanding Indigenization, Decolonization and the Truth and Reconciliation Round Tables:

Re: Indigenization, Decolonization and Truth and Reconciliation

The parties are committed to Indigenization, Decolonization, and Truth and Reconciliation. As such they will establish, no later than March 1, 2022, joint Round Tables at each college, led by Indigenous faculty and community leaders. The parties are committed to:

- Indigenizing and decolonizing the Colleges and the Collective Agreement as much as is possible in a colonial setting; and
- Implementing as quickly as possible the TRC Calls to Action as relevant to the Colleges; and
- Including members of local Indigenous communities, as well as Indigenous faculty staff and students, as leaders in these processes; and
- Consensus-based decision making as the foundation for any recommendations.

Therefore, the parties agree to:

- Establish Indigenous-led and jointly-chaired local Round Tables;
- Ensure that each Round Table will review college policies, practices and the Collective Agreement with the purpose of Indigenizing and decolonizing all of the above as much as possible in a colonial setting;
- Work with local Indigenous Councils along with the local Round Table to move forward recommendations to each College's Board of Governors;
- Reduce other workload obligations for employees involved in the work of the Round Tables;
- Ensure the costs of the Round Tables shall be paid by the employer;
- Identify two Indigenous arbitrators to be added to the list of arbitrators used in arbitration processes and listed in the Collective Agreement;
- Provide recommendations to the Board of Governors on college policies and practices by September 30th of each academic year;
- Create a provincial subcommittee of the EERC whose purpose it is to make binding recommendations for each subsequent Collective Agreement, comprised of the joint chairs of each local Round Table.
 - Where agreement on binding recommendations is not achieved by consensus with sufficient time prior to the expiry of the current Collective Agreement, the parties shall refer matters in dispute to one of the Indigenous Arbitrators listed, who will determine which of the recommendations from either party shall be incorporated into the next Collective Agreement. The arbitrator is not tasked with final offer selection, but with determining which of the recommendations best advance the principles above.

Renew all Letters of Understanding with changes to the following;

- Employment Equity (see proposed LOU Equity, Diversity, and Inclusion)
- Remove Intellectual Property (see Article 13 proposals on Intellectual Property)
- Remove Counsellor Class Definition (see Class Definition proposal on Counsellors)
- Remove Short-term Disability Plan (Joint Task Force)

Amend to:

Classification Plans (Salary Calculations)

SECTION I

CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS

FACTORS

1. APPOINTMENT FACTORS

A) Experience: Relevant Teaching/Relevant Occupational

- i. Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught or the job to be done, or to some allied aspect of it. In determining the number of years to be counted, the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who had spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should be totalled only if it forms part of a regular program of development such as a co-operative educational program.

~~Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.~~

~~Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.~~

The values to be given for experience are:

- First 5 years: — 1 point per year
- Next 9 years: — 2/3 point per year
- Next 12 years: — ½ point per year

ii) Indigenous Knowledge Qualifications

Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-

determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.

Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.

The values to be given for experience and/or Indigenous Knowledge qualifications are:

- First 5 years: 1 point per year
- Next 9 years: 2/3 point per year
- Next 12 years: ½ point per year

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points
(Maximum of 6 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyman -

per year (level) completed:
(Maximum of 5 years)

1½ points

~~The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.~~

(Note that years included herein are not also to be included under Factor A)

**Amend to:
SECTION II
CLASSIFICATION PLAN FOR INSTRUCTORS
FACTORS**

1. APPOINTMENT FACTORS

A) Experience: Relevant Teaching/Relevant Occupational

- i. Relevant occupational experience generally means full years of experience in a field of work related to the material to be taught, or to some allied aspect of it. In determining the number of years to be counted the College hiring must avoid the extremes of counting either "years of time passed" or "years of entirely non-repetitive experience", and must make a fair assessment of an applicant's experience.

For example, an applicant who has spent some years as a sales clerk before qualifying as an engineer should not expect that sales experience to count as relevant experience if the person is being hired to teach engineering.

Part-time experience should only be totalled if it forms part of a regular program of development such as a co-operative educational program.

~~Double counting must be avoided. For example, if an applicant worked as a graduate assistant while pursuing an advanced degree, the person shall not be given full credit for both experience and educational time.~~

~~Similarly, relevant teaching experience means full years of teaching experience at a level comparable with the level required of the applicant. Again, double counting must be avoided for teaching experience as, for example, a graduate assistant while pursuing advanced qualifications.~~

The values to be given for experience are:

- First 5 years: _____ 1 point per year
- Next 9 years: _____ 2/3 point per year
- Next 12 years: _____ ½ point per year

ii) Indigenous Knowledge Qualifications

Indigenous knowledge qualifications are those which involve knowledge of language and/or traditional customs including protocols, spirituality, traditions, practices, ceremonies, histories, and teachings of a particular group of Indigenous people or peoples. This knowledge is acquired through lived experience; and/or active participation in Indigenous forms of self-determination and governance, cultural structures, and processes; and/or a careful study and reflection of their philosophical underpinnings. In many cases, acquiring this knowledge will have involved studying with an Elder or Traditional Knowledge Carrier/Keeper.

Teaching experience, occupational experience, formal qualifications, and Indigenous knowledge that is/are obtained concurrently shall each be counted.

The values to be given for experience and/or Indigenous Knowledge qualifications are

- **First 5 years: _____ 1 point per year**
- **Next 9 years: _____ 2/3 point per year**
- **Next 12 years: _____ ½ point per year**

B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used

in computation unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points
(Maximum of 6 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyman -
per year (level) completed: 1½ points
(Maximum of 5 years)

~~The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.~~

(Note that years included herein are not also to be included under Factor A)

Amend to:

CLASS DEFINITION

COUNSELLOR

A Counsellor is responsible for assisting students and potential students **holistically and through an intersectional lens** to function effectively as learners and as individuals by helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living.

The Counsellor's duties include:

- a) Developing and ~~maintaining~~ **providing** appropriate counselling programs **through various modes of delivery including one-on-one and group counselling (as a non-instructional activity) , to support students with mental health, personal, and/or academic issues, including:**
 - **developing and providing person-centred counselling support and treatment plans, both in-person and virtually;**

- providing traditional and culturally-specific counselling support and advising to Indigenous students, and building community connections with Indigenous partners;
 - maintaining timely and detailed confidential clinical records in adherence to relevant legal and privacy standards;
 - working in accordance with individual regulatory bodies;
 - referring students to appropriate internal and external supports as appropriate;
 - as part of a multidisciplinary team where appropriate, identifying and assisting with student problems, and relationship problems among students.
- b) Interviewing individuals, ~~by appointment,~~ to explore personal or social difficulties or vocational/educational decision-making **development**, including:
- providing one-on-one counselling and complex case management support for students experiencing significant mental health issues;
 - Providing educational/vocational information to individuals or directing them to available sources;
 - referring students individuals to both internal and external service providers, as the Counsellor deems appropriate to ~~proper~~ professional help;
 - conducting biopsychosocial assessments and interventions, as the Counsellor deems appropriate;
 - facilitating discussion/dialogue between students, faculty and administration;
 - assisting students in developing self-advocacy skills;
 - participating in pre-admission interviewing and testing, as required;
 - assisting new students in their transition to the College.
- e) ~~Group counselling as a non-instructional activity~~
- c) Testing **Assessing** and evaluating ~~evaluation~~ of individuals to assist them in their personal, educational/vocational development, **including:**
- screening for depression, anxiety, ADHD, traumatic stress, and/or learning disabilities, and consequently facilitating appropriate accommodation support and/or making appropriate referrals to both internal and external resources;
 - assessing individual disabilities/abilities, and developing appropriate accommodation plans, accordingly;
 - conducting needs assessments that include consideration of psychosocial factors of students, for the purpose of exploring career options;

- administering and interpreting a variety of psychoeducational career assessments;
 - conducting intake assessments as a triage process to assess the students' needs and appropriately match students with counsellors;
 - Conducting therapeutic assessments (including the use of scales and assessments when needed) to assist clients in understanding their unique concerns;
 - conducting an academic assessment of current and incoming students, and designing processes to assist their academic development and learning strategies.
- e) ——— Assisting administration, faculty and staff, in a consultative role in identifying student
 ——— problems, dealing with student problems, and relationship problems among students.
- d) Providing educational/vocational information counselling to students or directing them to available sources individuals, including:
- providing current occupational and career/labour market information to individuals or and/directing them to available sources;
 - providing career counselling to students using a holistic and inclusive approach, as the Counsellor deems appropriate;
 - providing career education and counselling in orientation, transitioning programs and educational sessions;
- g) ——— Participating in the orientation of new students to the College.
- e) Developing and promoting student accommodation plans after assessing disabilities/abilities, including:
- reviewing documentation and providing assessments and screenings when necessary;
 - referring to external partners for additional medical documentation to secure accommodation support, as appropriate;
 - working to help College employees support and understand the needs of accommodated students and to adhere to relevant legislation and College policies;
 - evaluating documentation provided in the accommodation assessment process to make recommendations to benefit students, including accommodation and access to funding options;

- f) **Responding appropriately to crisis situations affecting either the mental health or academic performance of students or the broader College community, including:**
- **providing crisis intervention and conflict resolution;**
 - **conducting suicide/homicide risk assessment and, where appropriate, initiating safety planning, duty-to-warn, and threat risk protocols;**
 - **providing crisis support to the college community following a tragic event;**
- g) **Promoting positive mental health wellness in the college and beyond, including:**
- **conducting group counselling as a non-instructional activity;**
 - **creating and facilitating clinical and nonclinical groups/workshops for students;**
 - **advocating for students within the College community and for mental health initiatives, policies, and procedures to support students' mental health wellness;**
 - **participating in college, regional and provincial committees;**
 - **promoting fair and equal access throughout the College by eliminating barriers and ensuring adherence to the Ontario Human Rights Code;**
 - **creating and facilitating educational workshops for faculty, administration and staff to facilitate increased understanding of student needs and accommodations;**
 - **organizing and/or assisting with mental health educational or professional development opportunities for the college community through workshops, presentations, classroom visits, events, and/or online offerings;**
 - **collaborating with academic faculty and units to develop and support in-house mental health education, career education, and health teaching, both in and outside the classroom;**
 - **participating in the orientation of new students to the College.**
- h) **Supervising interns from postsecondary institutions on field placement/practicum**
- i) **Engaging in applied research related to counselling work, as needed**
- j) Teaching, as assigned **mutually agreed to**

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaising with community service programs and agencies, professional development and control of supplies and equipment.

Term:

- Three (3) year term (October 1, 2021 – September 30, 2024)

Compensation Adjustments:

(ATB = across-the-board to all salary steps)

- 1.0% ATB (October 1, 2021)
- 1.0% ATB (October 1, 2022)
- 1.0% ATB (October 1, 2023)

Add a new Letter of Understanding regarding Bill 124.

Re: Bill 124

Should Bill 124 - Protecting a Sustainability Public Sector for Future Generations Act, 2019 be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.

Amend Article 36.01 as follows:

36.01 This Agreement shall take effect commencing on **October 1, 2021** and shall have no retroactive effect or application, except salary schedules in Articles 14 and 26, and shall continue in full force and effect until **September 30, 2024**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

Benefits:

Add new Article 19.01 C regarding medical cannabis.

19.01 C Effective three months after date of ratification, all full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$4,000 per year subject to prior authorization by the insurer and to the eligibility requirements and to the terms and conditions of the Plan and for the conditions listed in the plan.

- Add dental implants