

MEMORANDUM OF SETTLEMENT

Between:

Community Living Renfrew County South
herein called the “**Employer**”

- and -

The Ontario Public Service Employees Union, Local 472
herein called the “**Union**”

WHEREAS:

- a. The Employer and the Union (the “**Parties**”) were party to a collective agreement that expired on March 31, 2024 (the “**Expired Agreement**”).
- b. The Parties met on November 12, 2024 to re-open wages in the Expired Agreement in light of the repeal of the *Protecting a Sustainable Public Sector for Future Generations Act* (“**Bill 124**”).
- c. The Union filed a grievance in relation to re-opening of wages under LOU # 2 of the Expired Agreement, being grievance file OPSEU #2023-0472-0001 and a grievance in relation to the application of the provincial permanent \$3.00 wage enhancement OPSEU #2022-0472-0013 (together, the “**Grievances**”).

Now therefore the Parties **agree** as follows:

1. The wage grid in the Expired Agreement will be modified to include the \$3.00 permanent compensation enhancement (the “**PCE**”) pursuant to the *Supporting Retention in the Public Services Act, 2022* effective April 21, 2022, provided that the parties agree that any and all payments, accruals, benefits or contributions of any kind related to the inclusion of the PCE in base wages have already been paid and therefore there is no outstanding retroactive entitlements associated with adding the PCE to the wage grid. Any increases negotiated herein will be on top of this increase.
2. The Expired Agreement will be modified to reflect wage increases for all classifications and steps on the grid of \$0.35 effective March 28, 2024.
3. The Employer will provide a lump sum payment to each employee employed on the date that this Memorandum of Settlement are signed by both Parties (the “**Signing Date**”) equal to \$0.35 per hour paid on Payroll dates between April 13,

2023 and March 28, 2024, inclusive, subject to statutory deductions and remittances.

4. To be eligible for any payment or retroactive payment provided above, an employee must be employed on the Signing Date.
5. All payments under paragraphs 1, 2 and 3 above shall be made within 45 days of the Signing Date on a separate payroll run for employees who are employed the Signing Date.
6. The Parties agree that in the event that the government provides permanent retroactive funding increases to the Employer for the express purpose of addressing any wage restraint caused by *Bill 124* during the term of the Expired Agreement, and such retroactive increases exceed the cost to the Employer of the increases negotiated in this Memorandum of Settlement and the Expired Agreement, then the Employer shall meet with the Union to discuss the manner of allocation of the portion of such increased funding attributable to bargaining unit employees.
7. The Parties agree that this agreement fully satisfies any obligations or rights that either party has in relation to the repeal of *Bill 124* and/or under LOU # 2 of the Expired Agreement and in relation to the PCE.
8. This agreement is a full and final settlement of the Grievances and any and all issues raised in the Grievances or matters that could have been raised in the Grievances.
9. The Parties agree that this Memorandum of Settlement is signed without precedent or prejudice to any other matter between the Employer and the Union.

Signed this 13th day of November, 2024

For the Employer

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For the Union

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