

FULL-TIME SUPPORT STAFF BARGAINING 2025

PROPOSALS PRESENTED BY:
OPSEU/SEFPO
ON BEHALF OF THE
FULL-TIME SUPPORT STAFF IN THE COLLEGES OF APPLIED ARTS AND
TECHNOLOGY
June 17, 2025

TO AMEND THE COLLECTIVE AGREEMENT

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION / SYNDICAT DES EMPLOYÉS DE LA
FONCTION PUBLIQUE DE L'ONTARIO

Full-Time Staff Support Employees

And

College Employer Council (CEC)

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



Legend

Bold – new language

Strikeout – deletion

Union Proposal	Article	Proposed Language
UP 1	17.1.6 (NEW)	The Employer shall fill vacancies within 12 weeks of the position becoming vacant.
UP 2	8.1.14 (NEW)	<p>The Employer will cover all costs related to gender affirmation treatment and surgeries, but not limited to:</p> <ul style="list-style-type: none"> i) All forms of hormone replacement therapy including testosterone, estrogen, and hormone blockers including gels, injectable, and implants; and ii) Prosthetics including breast forms and external genitalia (“packers”); and iii) Specialty undergarments including binders and gaffes; and iv) Gender confirmation surgeries including any reconstructive surgeries not covered by OHIP, and other cosmetic surgeries performed for the purpose of relieving gender dysphoria (such as breast augmentation, hysterectomies, facial feminization) and any medically necessary items for post-surgery care (dilators and pumps); and v) Electrolysis and laser hair removal. <p>Any portion of the above not covered by the benefit provider after an appeal process through the Joint Insurance Committee shall be paid by the College.</p>
UP 3	12.2.2, 12.2.3, 12.2.4, 12.2.5 8.1.9.4 12.10	<p>12.2.2 In each year, the College shall grant to each employee up to five ten (10) days of leave to care for members of the employee’s immediate family when they are ill.</p> <p>12.2.3 For the purpose of 12.2.2, an employee’s immediate family shall mean the employee’s spouse (or common-law spouse residing with the employee), children (including children of legal or common-law spouse), and parents (including step-parents or foster parents).</p> <p>12.10 Definition of Family Family refers to important and established biological and non-biological kinship bonds.</p> <p>12.2.4 Family Leave Unpaid</p>

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		<p>Except as provided in 12.2.5 leave pursuant to 12.2.2 shall be without pay.</p> <p>12.2.5 Short Term Disability Application</p> <p>The employee may apply for benefits under the Short Term Disability Plan as described in Article 8 with respect to the day or days of leave taken under 12.2.2. All the terms of Article 8.1.9, Short Term Disability Plan, shall apply to the period of leave as if such period was an illness of the employee.</p> <p>8.1.9.4 Use of STD Credits for Family Leave</p> <p>If a full-time employee is absent from work for the purpose of caring for a member(s) of their immediate family, the employee may apply for leave under Article 12.2. Days withdrawn from the employee's sick leave credits for this purpose will not be counted towards the elimination period for LTD.</p>
UP 4	10.1	<p>10.1 Entitlement</p> <p>An employee who has completed thirty (30) calendar days of continuous service will receive their regular rate of pay for their normal scheduled hours (up to a maximum of eight (8)) for all Provincial and Federal statutory holidays. the holidays set out following</p> <p>It is understood, however, that employees who, as of the date of observance of any of the holidays have not yet completed thirty (30) calendar days of continuous service but subsequently successfully complete thirty (30) calendar days of continuous service shall nevertheless be entitled to holiday pay in accordance with the provisions herein <u>all Provincial and Federal statutory holidays.</u> Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day.</p>
UP 5	14.6.1	<p>14.6.1 Employment Stability Committee</p> <p>The parties will establish an Employment Stability Committee (ESC) of up to three (3) persons appointed by the Local Union and up to three (3) persons appointed by the College to undertake the responsibilities contained within Articles 14.6 and 15.3.</p> <p>The parties agree that meetings should shall take place on a regular basis.</p> <p>Members shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attendance at meetings. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate</p>

Union Proposal	Article	Proposed Language
		supervisor, and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend meetings shall not be unreasonably withheld consistent with College operating requirements.
UP 6	15.8 Appendix I	There shall be no contracting out.
UP 7	8.1.5 Benefit Booklet	<p>The Colleges agree, during the term of this Agreement, to pay one hundred per cent (100%) of the billed premiums of an insured dental plan for coverage of eligible full-time employees on the active payroll who have completed their probationary period. The Plan provides coverage for Basic Services, Endodontics and Periodontics, Restorative Dental and Surgical Procedures and Prosthodontic Services including dentures (Types A, B, C) and the ODA schedule for the immediately preceding current year, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for Types A, B, C shall be \$2,500.00 \$4000 per person per plan year. In addition, the Plan will provide coverage on a non-cosmetic basis for crowns, bridges, implants and dental appliances to be reimbursed at fifty seventy-five per cent (50%) (75%) co-insurance, subject to the eligibility requirements and terms and conditions of the Plan. The maximum for the crowns and bridges coverage (Type E) shall be \$2,500.00 \$4000 per person per plan year. The coverage for implants and dental appliances is also subject to an open space limitation and subject to a pre-determination approval.</p> <p>The Colleges will pay one hundred per cent (100%) of the billed premium for an insured dental plan with Orthodontics Procedures with \$2,500.00 \$4000 lifetime maximum per person covered regardless of age and fifty per cent (50%) co-insurance seventy-five per cent (75%) reimbursement of expenses, subject to the eligibility requirements and terms and conditions of the Plan.</p> <p>Employees may opt out if, in their judgment, they have full coverage through a spouse's Plan. Details of the Plan are published in the revised Group Benefit Plan booklet.</p> <p>Remove restrictions on implants to include teeth removed or extracted or lost on or before December 29, 2022 or before you were covered under this plan.</p>
UP 8	8.1.6 Benefit Booklet	<p>8.1.6 Vision Care</p> <p>During the term of the Agreement, the Colleges agree to pay seventy-five eighty-five per cent (75%) (85%) of the premiums for a Vision Care Plan providing coverage to a maximum of four eight hundred dollars (\$400.00) (\$800) each two (2) years for persons eighteen (18)</p>

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		years of age and over and four eight hundred dollars (\$400.00) (\$800) each one (1) year for persons under eighteen (18) years of age for glasses, frames, and contact lenses, subject to eligibility requirements and enrolment requirements, and the balance of the premium shall be deducted by payroll deduction.
UP 9	8.1.9.1 8.1.9.3 Benefit Booklet	<p>8.1.9.1 Accumulation - Full Pay During the term of this Agreement, the Colleges will continue the Short Term Disability Income Plan presently in effect, to provide the first ten (20) days at full pay in any one (1) plan year (which begins on September 1 of each year), the details of which are published in the Group Benefit Program booklet, as amended from time to time by the Joint Insurance Committee (JIC).</p> <p>Employees in their first year of employment will be eligible for benefits under this Plan from their first day of service with the College and will have their ten (10) twenty (20) days entitlement pro-rated in proportion to the amount of the year that they work. In addition, unused days payable at one hundred per cent (100%) in any plan year can be carried forward to provide additional days at one hundred per cent (100%) in future years. Effective September 1, 2000, unused days can only be carried forward to a maximum accumulation of one hundred and thirty (130) days (which includes the initial plan year entitlement plus any "banked" unused days) and may only be used for the purpose of this Article.</p> <p>Upon retirement, layoff or termination of employment, unused days standing in the name of the employee shall be cancelled and shall be of no effect.</p> <p>8.1.9.3 College Paid (STD) The total cost of the Short Term Disability Income Plan will be paid in full by the Colleges. The Colleges will also establish the normal provisions and limitations as to benefit eligibility and coverage. Employee use of STD will not be unreasonably denied.</p>
UP 10	JIC Raise mechanism (NEW)	On an annual basis, the JIC will review the prudent funding formula and provide an increase to those on LTD when the plan can sustainably do so over the long term.
UP 11	Appendix A (NEW 4.(viii))	<p>Appendix A Joint Insurance Committee Full-Time Support Staff</p> <p>4. Duties of Committee (viii) Management will be responsible for the recording of the Minutes that will represent the major subject matters discussed.</p>

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		<p>The Minutes shall be signed by the Co-Chairpersons of the Committee.</p> <p>The draft Minutes will be distributed to all members within a reasonable time following each meeting. The Union will contact the Management's Chairperson with any proposed amendments, additions or deletions to the Minutes so as to expedite the process of obtaining approval signatures.</p> <p>Each party may distribute copies of the approved Minutes to their respective principals as they see fit. The approved Minutes will be posted on both OPSEU/SEFPO's and the CEC's website. In camera minutes will not be posted or distributed outside of the Committee.</p>
UP 12	7.1, Appendix E	<p>GW:</p> <p>September 1, 2025, \$2.50 ATB</p> <p>September 1, 2026, 6% ATB</p> <p>September 1, 2027, 6% ATB</p>
UP 13	3.2 (NEW)	<p>3.2 Support Staff Work</p> <p>The Employer agrees that persons excluded from the Full-Time Support Staff and Part-Time Support Staff bargaining units, including but not limited to managers, supervisors, and other non-bargaining unit personnel, shall not perform work normally and customarily performed by employees within the support staff bargaining unit as defined in the <i>Colleges Collective Bargaining Act, 2008</i>.</p>
UP 14	Appendix G (NEW 12 and 13)	<p>Appendix G Summer Student Workers</p> <p>12. Scope of Work</p> <p>Students under this Appendix shall not be hired to perform work that is the result of vacancies created by, but not limited to, layoffs, retirements, voluntary exits, terminations or work that should be performed by Appendix D employees.</p> <p>13. Eligibility and Registration</p> <p>Students employed under this Appendix must be currently registered in or have confirmed registration to an Ontario public college. Verification of registration or application status must be provided to the College prior to commencing employment under this Appendix.</p>
UP 15	17.1.1	<p>17.1.1 Consideration – Bargaining Unit Employees</p> <p>When a vacancy occurs and employees within the bargaining unit at the College apply, the College shall determine the successful candidate based on the qualifications, experience and seniority of the</p>

Union Proposal	Article	Proposed Language
		<p>applicants in relation to the requirements of the vacant position. Where the qualifications and experience are relatively equal, seniority shall govern, provided the applicant has the necessary qualifications and experience to fulfil the requirements of the position.</p> <p>The College shall follow the equivalency procedure as outlined in Appendix L for the purposes of job competitions.</p> <p>Indigenous knowledge gained through lived experience, oral learning, traditional teaching, community leadership, and cultural practice will also be considered when demonstrating comparable knowledge, skills, and competencies to those outlined in the educational requirements of a position. A culturally appropriate assessment process, inclusive of Indigenous perspectives, will be used to determine equivalency, ensuring the approach is respectful, fair, and in keeping with the values of equity and reconciliation.</p> <p>The College need not consider probationary employees.</p>
UP 16	12.8 (NEW)	<p>12.8 Special Leave with Pay</p> <p>The College shall grant employees 2 special days with pay per year that can be taken in hours.</p>
UP 17	4.11 (NEW)	<p>4.11 Reporting</p> <p>The College shall provide the union and EERC with a quarterly report identifying:</p> <ol style="list-style-type: none"> 1. All contractors, temporary agency workers, and any other externally sourced personnel performing work on College premises or for the college at off-site locations, including but not limited to: <ul style="list-style-type: none"> • Name of the contractor or agency • Nature and scope of work performed • Duration of assignment • Departments or locations where work is performed 2. All bargaining members assigned to positions that are classified as excluded from the collective agreement, including but not limited to: <ul style="list-style-type: none"> • Employee names • Positions held • Department or work unit

Union Proposal	Article	Proposed Language
		<ul style="list-style-type: none"> • Duration of exclusion status • Description of duties performed in these positions <p>3. Departmental overtime and lieu time, including but not limited to:</p> <ul style="list-style-type: none"> • Total overtime hours worked per department • Employee classifications and names (where applicable) • Reasons or justifications for overtime (e.g., coverage, special projects) • Accumulated lieu time balances for each employee • Details of any accrued lieu time utilized or paid out
UP 18	Appendix E	Expand Appendix E hourly wage rate to include additional pay bands M and N.
UP 19	Benefits booklet	<p>Employer provides 100% reimbursement for eligible prescription drugs.</p> <p>The Plan will cover 85% of eligible prescription drug expenses up to an out-of-pocket maximum of \$2,500 per person. Once the \$2,500 out-of-pocket maximum has been reached in a calendar year, reimbursement of eligible drug expenses will increase to 100%.</p>
UP 20	8.1.7	The Colleges agree to pay seventy-five one hundred per cent (75%) (100%) of the premiums for the Hearing Aid Plan providing coverage to a maximum of three six thousand dollars (\$3000) (\$6000) each three (3) years, per person, subject to eligibility requirements and enrolment requirements and the balance of the premium shall be deducted by payroll deduction.
UP 21	8.1.14 (NEW)	<p>8.1.14 Family Building Coverage</p> <p>The College agrees to pay for the following eligible expenses:</p> <p>Physician and lab services</p> <ul style="list-style-type: none"> • Physician block fees and monitoring fees • Medical imaging (including ultrasound/nuchal translucency ultrasound, Spindleview, embryo-scope, Matris test, non-invasive analysis of embryo culture media, Sonohysterogram) • Diagnostic lab tests and screening of the gestational carrier (including prenatal screening, Endometrial Receptivity Analysis, FSH, AMH) • Fees for services related to donated reproductive materials from a Canadian fertility clinic or donor bank <p>Expenses related to the egg, embryo and sperm</p>

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		<ul style="list-style-type: none"> • Screening tests • Cryopreservation and thawing • Transfer and storage fees • Egg retrieval • Sperm retrieval and function testing • Sperm selection, wash and preparation <p>Genetic testing</p> <ul style="list-style-type: none"> • Includes PGT-A, PGT-SR, PGT-M, products of conception analysis, sperm chromatin assay <p>Insemination and fertilization</p> <ul style="list-style-type: none"> • In-vitro maturation • Assisted hatching • Intra-cytoplasmic sperm injection (ICSI) • In-vitro fertilization (IVF) (including standard, natural, stimulated, antagonist, and reciprocal) • Intrauterine insemination (IUI) • Artificial insemination (AI) <p>Fertility drug coverage</p> <ul style="list-style-type: none"> • Fertility drugs not covered under the extended health care • Surrogacy fertility drugs coverage
UP 22	Appendix A	<p>Appendix A</p> <p>9. Benefits Entitlement Booklet</p> <p>There shall be no changes to the Benefit Entitlement Booklet without approval of the JIC followed by division-wide communication.</p> <p>There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.</p>
UP 23	Appendix M (NEW)	<p>The College and Union recognize that technological changes may affect job security and the nature of the work performed. The parties agree that the College will not implement technological changes that may result in the elimination of bargaining unit positions, without consultation and written agreement from the Union. As such, the parties will attempt to minimise or eliminate the detrimental effects of any such technological changes, and</p>

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		<p>will endeavour to discuss and solve such issues at Union College Committees.</p> <p>The College agrees that it will provide, as much advance notice as is practicable but, at least three hundred and sixty-five (365) days' written notice, except in cases of emergency, to the Union of the introduction or implementation of technological change when it may result in significant changes in the employment status or working conditions of the employees.</p> <p>The written notice provided will include the following information:</p> <ul style="list-style-type: none"> a. the nature and degree of the technological change; b. the date or dates on which the College proposes to effect the technological change; c. the location or locations involved; d. the approximate number and type of employees likely to be affected by the technological change; e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected. f. the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted, any College community members who may be impacted, and any mitigation options that have been considered. g. if applicable, nature and duration of employee training required by new technology
UP 24	7.5	<p>7.5 Shift Premium</p> <p>The College shall pay a shift premium of seventy-five (75) cents two dollars (\$2.00) per hour for all regular hours worked between 5 p.m. and midnight and one dollar (\$1.00) two dollars and fifty cents (\$2.50) per hour for all regular hours worked between midnight and 6 a.m. The premium shall be two dollars and seventy-five (\$2.75) for any shifts occurring on a Saturday and/or Sunday. Where more than fifty per cent (50%) of the hours worked on any regular shift fall within a period attracting the higher premium, the higher premium shall be paid for all regular hours worked.</p>
UP 25	15.6.1 15.10	<p>15.6.1 Recall by Seniority</p> <p>Persons laid off hereunder who retain recall rights under Article 15 shall be recalled on the basis of seniority providing they can</p>

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		<p>satisfactorily perform the core duties and responsibilities of the job without training, and provided such vacancy occurs: - within twelve (12) twenty-four (24) months of their layoff if the individual has less than twenty-four (24) months continuous employment at the time of layoff; or within eighteen (18) months of their layoff if the individual has twenty-four (24) or more months continuous employment at the time of layoff.</p> <p>Recall rights are limited to positions equal to or less than the person's former payband. Persons with recall rights will also be entitled to apply for vacancies posted pursuant to Articles 17.1 and 17.1.1.</p> <p>15.10 Seniority Lost Seniority shall be lost and employment deemed to be terminated if: - the employee voluntarily quits; - the employee is discharged for cause, unless such discharge is reversed through the grievance procedure; - the person is laid off for a period in excess of twenty-four (24) months twelve (12) months if the person has less than twenty-four (24) months' continuous employment at the time of layoff, or is laid off for a period in excess of eighteen (18) months if the person has twenty-four (24) or more months' continuous employment at the time of layoff; - the employee overstays a leave of absence unless a reason satisfactory to the College is given; - the employee utilizes a leave of absence for other than the reason for which such leave of absence was granted; - the person having been laid off, fails to notify the College of their intention to return to work within seven (7) days following mailing of a registered notice of recall to their last recorded address with the College; or having provided such notification, if the person fails to return to work within ten (10) days from the date of mailing of such registered notice of recall; - the employee is absent without prior authorization or approval for five (5) consecutive working days unless reasons satisfactory to the College are subsequently accepted; or - the person is laid off and elects to waive all rights of recall and accepts severance pay.</p>
UP 26	12.9 (NEW)	12.9 Domestic Violence Leave

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		<p>The College shall grant paid leave to an employee experiencing family and domestic violence.</p> <p>Reasons for this leave can include, but are not limited to:</p> <ul style="list-style-type: none"> • illness or injury affecting the employee resulting from family and domestic violence; • providing care or support to a family member experiencing family and domestic violence, who is ill or injured as a result of family and domestic violence; • providing care or support to a family member experiencing family and domestic violence, who is affected by an emergency as a result of family and domestic violence; • making arrangements for the employee's safety, or the safety of a family member; • accessing alternative accommodation; • accessing police services; • attending court hearings; • attending counselling; and • attending appointments with medical, financial or legal professionals. <p>This entitlement may be taken as consecutive days, single days or part days and will count as continuous service for all purposes.</p> <p>Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.</p> <p>The College will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is or has been affected.</p>
UP 27	Appendix D	<p>Appendix D</p> <p>1. The terms of this Appendix apply to persons employed on a casual or temporary basis to replace bargaining unit employees absent due to vacation, sick leave or leaves of absence.</p> <p>2. The rate to be paid to such an employee shall be the appropriate wage rate applicable to the position of the replaced employee, subject</p>

Union Proposal	Article	Proposed Language
		<p>to progression steps applicable to the replacing employee, where appropriate.</p> <p>3. The replacing employee shall be subject to the deduction and remittance of Union dues, as provided in Article 5.4 of the Agreement.</p> <p>4. The Union shall be notified at the commencement of employment, and upon the expiry of the term of employment.</p> <p>5. In addition to the hourly rate of pay, the employee shall receive an additional eight per cent (8%) in lieu of all fringe benefits, including vacation.</p> <p>5. If the employee is hired into a regular full-time position they will be deemed to have completed the probationary period, as per Article 14.1, when they have completed a combined minimum of 910 hours in any Appendix D positions.</p> <p>6. The employee shall be entitled to the provisions of Articles 4.4, 6.6, 7.5, 8, 9.4, 10, 11, 12.2, 12.3, 12.4, 12.5, 12.8, 12.9, 12.10 and 14.5 of the Agreement.</p> <p>7. The employee may be released by the College before the termination date of any term of employment, for replacement need changes or operational requirements.</p> <p>8. Employees covered by this Appendix are entitled to utilize the grievance procedure to enforce the rights contained in this Appendix.</p> <p>9. If an employee is appointed to a regular bargaining unit position after September 23, 1997, they shall be credited with full seniority, after completion of the probationary period, based on full credit for Appendix D service calculated at a day's seniority for each day worked (261 days of work equals one (1) year). When an Appendix D employee is appointed to a regular bargaining unit position and has previous service as a part-time Support Staff employee, seniority and service shall also be credited in accordance with Article 14.3.</p> <p>10. For the purposes of job competitions, employees who have six (6) months consecutive service with the College shall be deemed internal applicants for the purposes of Articles 17.1.1, 17.1.1.1, 17.1.2.1 and 17.1.5.</p> <p>11. No other provision of the Collective Agreement shall apply to Appendix D employees unless otherwise stated in this Appendix.</p>
UP 28	4.3.2	4.3.2 Employee Orientation

Union Proposal	Article	Proposed Language
		<p>Where a College has a formal orientation meeting with a group of new employees, the Local Union will be given an opportunity to address the group during the meeting for the purpose of assisting the College in orienting the new employees to the College. The Union local will be granted a minimum of 15 minutes with each new employee in their first (1st) month of employment for Union Orientation.</p>
UP 29	14 15	<p>14.3 Transfer Into Union</p> <p>A person employed by the College, who is transferred into the bargaining unit, will be accorded full seniority and service, upon completion of the probationary period, based on length of service. Part-time support staff employees transferred into the bargaining unit, after November 14, 1991, shall have their seniority and service prorated, upon completion of their probationary period, based on a proration of hours of the part time position to the hours of the full-time position using 1820 hours per year as constituting the hours of the full-time position.</p> <p>It is understood, however, that for the purposes of the application of Article 15.4, administrative staff and employees in the academic staff bargaining unit, who are transferred into the bargaining unit shall be entitled to exercise only that portion of their seniority, if any, accumulated as an employee in the bargaining unit or what formerly was the bargaining unit.</p> <p>15.1 General</p> <p>An employee who has completed the probationary period shall not be laid off or subject to the layoff process, for any reason, unless and until the procedures contained in Article 15 have been applied in sequence.</p> <p>15.4.5 Displacement</p> <p>15.4.5.1 Second Displacement</p> <p>The College shall follow the above procedure for an employee displaced by the affected employee above.</p> <p>15.4.5.2 Third Subsequent Displacements</p> <p>The College shall follow the above procedure for an employee subsequently displaced under "Second Displacement" until there is no further displacements possible and then the employee shall be laid off by the College.</p> <p>15.4.5.3 Final Displacement</p> <p>An employee displaced as a result of the "Third Displacement" shall be laid off by the College.</p>

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		<p>15.4.1 Probationary Employees Probationary employees performing the work in question shall be released. The College shall notify the Union of probationary employees released in these circumstances. be entitled to layoff/recall, or placement in a vacant position within their payband or lower payband.</p> <p>15.4.3 Bumping Procedure The employee so identified, and who has completed probation shall be assigned by the College to the first position determined in accordance with the following sequence:</p> <ul style="list-style-type: none"> - to a vacant position in the same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then; - to a vacant position in a higher payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then; - to the position held by the most junior employee within their same payband provided they can satisfactorily perform the core duties and responsibilities of the job and they have greater seniority. If there is no such position then; - to a vacant position in the payband with a maximum rate one lower than the employee's own payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then; - to the position held by the most junior employee in the payband with a maximum rate one lower than the employee's own payband provided they can satisfactorily perform the core duties and responsibilities of the job and they have greater seniority; - the provisions of the last two sections shall be repeated until all paybands have been reviewed in descending order of maximum rate and either a vacant position or a position held by a more junior employee is identified and the employee affected can satisfactorily perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid off. <p>15.4.7 Rate of Pay An employee who has been assigned to a position pursuant to the above procedure shall be grand-parented at the higher payband, until such a time they permanently leave the new position. continue to receive his/her current rate of pay for a period of ninety</p>

Union Proposal	Article	Proposed Language
		<p>(90) calendar days. Thereafter, an employee who has been assigned to a position pursuant to the above procedure shall receive the rate within the payband for the new position, which is closest to, but does not exceed, his/her current rate and for the purpose of further progression, if any, within the payband shall be deemed to have service within such position equivalent to his/her service in his/her prior position. The ESC may consider using the ESF to offset the cost for the ninety (90) day differential between the two wage rates.</p>
UP 30	11	<p>11.1 Entitlement Effective June 30, 1991 December 31, 2023, employees on the active payroll of the College who have completed the years of continuous service specified, as of June 30th, shall be granted vacation with pay as follows:</p> <p>1-6 years: 15 working days</p> <p>7 years: 17 working day</p> <p>8 years: 18 working days</p> <p>9 years: 20 working days</p> <p>10 years: 20 working days</p> <p>11 years: 21 working days</p> <p>12 years: 22 working days</p> <p>13 years: 23 working days</p> <p>14 years: 24 working days</p> <p>15 years: 25 working days</p> <p>16 years: 26 working days</p> <p>17 years: 26 working days</p> <p>18 years: 26 working days</p> <p>19 years: 27 working days</p>

Union Proposal	Article	Proposed Language
		20 years: 27 working days 21 years: 28 working days 22 years: 28 working days 23 years: 29 working days 24 years: 29 working days 25 or more: 30 working days 1-4 years 15 days 5-6 years 17 days 7-8 years 19 days 9-10 years 21 days 11-12 years 23 days 13-14 years 25 days 15-16 years 27 days 17-18 years 29 days 19 years or more 30 days
UP 31	6.4 (3 rd paragraph only)	6.4 On-Call (3 rd paragraph only) Where an employee is assigned to be on-call, they shall receive one five dollars (\$1.00 \$5.00) per hour for all hours that they are required to be on-call. No employee shall be required to be on-call or be assigned on-call duty unless authorized in writing by their immediate Supervisor
UP 32	13.2.1	13.2.1 Safety Devices and Equipment The College will reimburse an employee for the cost of certain types of protective devices, as follows: shall provide all safety devices and

Union Proposal	Article	Proposed Language
		<p>equipment required by an employee in the performance of duties as required by the College, <i>Occupational Health and Safety Act</i>, or by legislation, or where it is recommended by the health and safety committee constituted under the <i>Occupational Health and Safety Act</i> at no cost to the employee.</p> <p>Such expenses will be reimbursed within 30 days of submitting receipts.</p>
UP 33	Appendix J (NEW 5 and 6)	<p>Appendix J Employee/Employer Relations Committee Terms of Reference</p> <p>5. Joint Training The Committee will develop and deliver joint training concerning subjects of system-wide importance.</p> <p>6. Reporting Management shall provide all data collected from specifically but not limited to:</p> <ul style="list-style-type: none"> • Full-Time annual staffing survey • Article 14/15 survey • EDI/Indigeneity survey • Part-Time annual staffing survey
UP 34	6.9 (NEW)	<p>Right to Disconnect The College recognizes the right of employees to disconnect from work outside of their regularly scheduled hours or during vacation. This includes, but is not limited to, not engaging in any form of technology for work-related communications, including emails, telephone calls, video calls or sending or reviewing other messages, to be free from the performance of work. This shall not apply to employees that are performing their duties in accordance with Articles 6.3, 6.4 and 6.6.</p>
UP 35	Benefits Booklet	To include weight cessation medications to the benefits package
UP 36	13.4.2 13.7 (NEW)	<p>13.4.2 Eye Examinations Employees classified as Microcomputer Operators or Data Entry Operators who regularly use a VDT and such other employees as are agreed upon by the Union College/Campus Committee, (constituted under Article 4.6) shall, at the commencement of employment in such classification and annually thereafter, be given the opportunity to take an eye examination by an optometrist who is qualified to give the following tests:</p>

Union Proposal	Article	Proposed Language
		<ul style="list-style-type: none"> - Unaided Visual Acuity (letter chart test); - Refractive Findings; - Corrected Visual Acuity; - Amplitude Accommodation; - Suppression; - Distance Muscle Balance (Maddox Rod); - One Metre Muscle Balance (Maddox Rod); - Near Muscle Balance (Maddox Wing); - Slit Lamp Biomicroscopy. <p>The College shall pay the difference, if any, between the fees paid to the optometrist and the amount paid by OHIP. The employee shall sign a form authorizing release of the optometrist's report to the College, and a copy of the report shall be supplied to the College and to the employee.</p> <p>13.7 Computer Vision Syndrome (CVS) / Digital Eye Strain (DES): The parties acknowledge that the increased use of digital display devices such as College issued laptops, monitors, tablets, smartphones and other visual display equipment is essential to the performance of employee duties. Prolonged and repetitive use of these devices can lead to Computer Vision Syndrome (CVS) and Digital Eye Strain (DES), which are recognized as occupational health concerns associated with visual ergonomics.</p> <p>The Employer agrees to: Implement ergonomic assessments of workstations to ensure compliance with best practices that reduce the risk of CVS/DES symptoms. Provide education and training to employees on visual ergonomics, including techniques such as the 20-20-20 rule, eye exercises, and proper setup of digital equipment. Ensure annual, comprehensive eye examinations are available at no cost to employees who regularly utilize digital devices. The examinations shall include assessment for CVS/DES, and the College shall cover the costs of diagnosis and treatment prescribed by qualified eye care professionals, including specialized lenses if recommended. Support accommodations for employees experiencing symptoms of CVS/DES, which may include workstation adjustments, more frequent breaks, or provision of specialized corrective eyewear.</p>

Union Proposal	Article	Proposed Language
		Promote preventive measures such as appropriate lighting, glare reduction, and ergonomic equipment to minimize eye strain and related discomfort.
UP 37	App F	5. Duties of the Committee f) The JCC will ensure that the job evaluation system incorporates traditional Indigenous knowledge and/or teaching into the factor ratings.
UP 38	15.4.6	15.4.6 Familiarization Period It is understood that the College is not required to train an employee for a position into which they may be assigned pursuant to Article 15.4.3, but the College shall provide a reasonable period of familiarization where necessary. Familiarization shall include gaining the skills and knowledge that can only be learned while working in the position. This may include, but is not limited to, the use of proprietary software packages such as student information systems and other proprietary tasks and systems.
UP 39	8.1.15 (NEW)	8.1.14 Medical Notes The Employer shall pay the full cost of any required medical notes.
UP 40	12.3	12.3 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, family member , an the employee shall be granted leave of absence of three (3) five (5) or more days 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. Such leave shall not be unreasonably denied. 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
UP 41	Appendix K LOU (NEW) See Attached	Appendix K Initiatives/Opportunities 11. LOU Appendix K Reference Manual Initiatives/Opportunities For further guidance on implementation refer to LOU Appendix K Reference Manual. Reference Manual is a separate document.
UP 42	4.11	4.11 Notification

Union Proposal	Article	Proposed Language
	(NEW) LOU (NEW)	<p>The College shall notify the Local President of any support staff on a Leave of Absence of more than 1 month. The notification shall include the name, department and date of expected return, if known.</p> <p>Return to Work LOA Every College shall have a update their Return-to-Work (RTW) policy within six (6) months from December 18, 2003 of date of ratification to support injured and ill employees in returning to work. Each policy shall include, but are not limited to the following,</p> <ul style="list-style-type: none"> - a statement of commitment that describes how the program will operate, which may shall include a permanent or ad hoc Return-to-Work Committee, consisting of representatives from the College and the Local Union - strategies that support the statement of commitment and form a framework within which individual return-to-work cases are managed - a description of roles and responsibilities for the various stakeholders parties, including the Local Union, involved in the RTW process - involvement of the Local Union in all aspects of the RTW process, including but not limited to notification of and attendance at RTW meeting(s) - a RTW process that outlines the steps to be followed in managing individual return-to-work cases, including a mediation component, if appropriate - a communications and training component - a process for regular reviews of reviewing the program every two (2) years or sooner <p>It is agreed that where a meeting as contemplated in this letter takes place by mutual consent, during regular working hours, representatives of the Local Union shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attending such a meeting. Time off to attend meetings shall not be unreasonably denied.</p>
UP 43	4.4	<p>4.4.1 Sexual Harassment</p> <p>The Colleges and the Union are aware of the provisions of the Ontario Human Rights Code that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that</p>

Union Proposal	Article	Proposed Language
		<p>it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:</p> <ul style="list-style-type: none"> - a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken; - every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition; - <p style="padding-left: 40px;">the complaint shall be made to as impartial a person as possible, being the President or designate and who is not the person against whom the complaint is made.</p> <ul style="list-style-type: none"> - Any sexual harassment or violence investigation shall be handled by a qualified, trained investigator. <p>Periodic complaint process updates will be provided in writing to the complainant, upon the complainant's request. Upon completion of an investigation, the complainant will be provided with a formal written notice informing them of the results of the investigation and corrective actions taken.</p> <p>Complainants may appeal the results of the investigation within 30 days of receiving the formal notice.</p> <p>All colleges shall have and maintain a policy with respect to workplace sexual harassment at the College, which must consider all members of the College community, including staff who have been harassed by students.</p> <p>Upon each review of its sexual harassment and violence policy, the College shall conduct a community consultation that includes all employee groups (Admin, Support FT, Support PT, Faculty FT & Faculty PT), as well as a working group that includes at least 3 Full-Time Support Staff. The College will also consult the Union on the review at UCC.</p> <p>The College shall provide comprehensive sexual harassment and human rights code training to all managers. The College shall provide mandatory sexual harassment and violence training to all staff.</p>

Union Proposal	Article	Proposed Language
		<p>It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.</p> <p>At any point in the procedure the complaint may be referred to the Human Rights Tribunal of Ontario (HRTTO).</p> <p>The timelines set out in Article 18 do not apply to complaints under this article, provided that the complaint is made within a reasonable time of the conduct complained of, or having regard to all the circumstances.</p> <p>4.4.2 Bullying/Psychological Harassment</p> <p>The College shall make reasonable provisions to ensure that employees have the right to be free from bullying/psychological harassment as defined within this article. The College and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.</p> <p>Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:</p> <ul style="list-style-type: none"> - takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or - affects an employee's dignity, or psychological or physical integrity, and/or results in a harmful work environment. <p>Examples of bullying/psychological harassment include, but are not limited to, the following:</p> <ul style="list-style-type: none"> - berating/belittling an individual; - repeated unwarranted criticism; - undermining or deliberately impeding a person's work; - spreading malicious rumours or gossip that is not true; - physical gestures intended to intimidate, offend, degrade or humiliate an individual. <p>Reasonable action by a College, a manager and/or a supervisor in the course of managing the workplace is not bullying/psychological</p>

Union Proposal	Article	Proposed Language
		<p>harassment. Examples of this include, but are not limited to, the following:</p> <ul style="list-style-type: none"> - the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner; - a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance. <p>The parties recognize that bullying/psychological harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:</p> <ul style="list-style-type: none"> - a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken; - Any bullying/psychological harassment complaint shall be handled by a qualified, trained investigator. - every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition; - the complaint shall be made to as impartial a person as possible, being the President or their designate and who is not the person against whom the complaint is made; - frivolous allegations of bullying/psychological harassment that are unfounded, shall be treated as a disciplinary offence, that could lead to dismissal; - allegations found to be true, shall be treated as a disciplinary offence that could lead to dismissal. <p>Periodic complaint process updates shall be provided in writing to the complainant, upon the complainant's request.</p> <p>Upon completion of an investigation, the complainant shall be provided with a formal written notice informing them of the results of the investigation and corrective actions taken.</p> <p>Complainants may appeal the results of the investigation within 30 days of receiving the formal notice.</p>

Union Proposal	Article	Proposed Language
		<p>All colleges shall have and maintain a policy with respect to workplace bullying/psychological harassment at the College, which must consider all members of the College community, including staff who have been harassed by students.</p> <p>Upon each review of its bullying/psychological harassment policy, the College shall conduct a community consultation that includes all employee groups (Admin, Support FT, Support PT, Faculty PT & Faculty FT), as well as a working group that includes at least 3 Full-Time Support Staff. The College will also consult the Union on the review at UCC.</p> <p>The College shall provide comprehensive bullying/psychological harassment and human rights code training to all managers.</p> <p>The College will provide mandatory bullying/psychological harassment training to all staff.</p> <p>It is agreed that the complainant may choose a Union representative to assist them in presenting the complaint.</p> <p>All colleges shall have and maintain a policy with respect to workplace bullying/psychological harassment at the College.</p> <p>The timelines set out in Article 18 do not apply to complaints under this article, provided that the complaint is made within a reasonable time of the conduct complained of, or having regard to all the circumstances.</p>
UP 44	LOU (NEW)	<p>Whereas Ontario's community college system is currently facing a crisis due to chronic underfunding by the provincial government; and</p> <p>Whereas tuition revenue has tripled across the colleges since 2010, while provincial funding has declined by twenty-eight (28) percent; and</p> <p>Whereas Ontario ranks dead-last among the provinces for per-student funding; and</p>

Union Proposal	Article	Proposed Language
		<p>Whereas \$1.4 billion in emergency funding would put an end to the current crisis; and</p> <p>Whereas a further \$1.34 billion in funding would bring Ontario up to the national average for per-student funding; and</p> <p>Whereas OPSEU/SEFPO and the College Employer Council share the mutual goal of ending the funding crisis through the share goals of consultation, collaboration and cooperation;</p> <p>Therefore the parties agree to jointly demand the provincial government to establish a discussion table to consult and negotiate meaningfully and good faith the necessary emergency and stability funding to end the crisis and ensure Ontario's college system is properly funded to save programs, secure jobs and protect students stability.</p>
UP 45	LOU Joint Transitional Committee	<p>Joint Transitional Committee</p> <p>The parties agree to establish a Joint Transitional Committee to explore the potential impact of a directive from the Ministry of Training, Colleges and Universities Colleges, Universities, Research Excellence and Security or when Colleges voluntarily decide which would displace five (5) or more Full-Time Support Staff employees due to:</p> <ul style="list-style-type: none"> a) the creation of a new College; b) a College merger; c) a program relocation from one College to another; d) other restructuring initiatives affecting multiple Colleges. <p>The parties recognize the principles and process established in Article 14.6 and further recognize that the specifics of some matters will only become apparent when the particular programs and services to be offered at the College have been identified.</p> <p>The affected College(s) will strive to achieve the transfer of program(s) and/or services so that the transfer does not cause the layoff of employees as a direct result of the transfer.</p>
NOTE		<p>Arbitrators</p> <p>Housekeeping:</p> <p>Ministry title changes (eg. Ministry of Colleges, Universities, Research Excellence and Security)</p>