

# 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

July 8, 2025

U2

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

## **ER Proposal**

### **4.2 ~~List of Part-Time Employees-DELETE~~**

~~Once every four (4) months, the Local Union shall be provided with an electronic list of persons regularly employed for twenty four (24) hours per week or less, who have been employed continuously for two (2) months or more and persons hired for projects of a non-recurring kind. The College shall supply the list showing the name, start date, anticipated termination date if known, job performed, department, payband, estimated average hours per week, and regular work location, of each such employee.~~

~~Within ten (10) days of receipt of the said list, the Local Union may request that it be discussed at a meeting of the Committee constituted under Article 4.6.2. At such a meeting the College shall provide explanations for assigning work on the basis of part-time and full-time assignments, and the nature of any projects of a non-recurring kind for which people were hired in the preceding four (4) months. The College shall consider any representations which the Local Union may make with respect to the assigning of work on a full-time or part-time basis; concerning the feasibility of converting part-time to full-time assignments; and concerning the staffing of positions resulting from projects of a non-recurring kind.~~

*Balance of Article 4 remains unchanged*

## **Union Response**

Union does not accept deletion – Keep Status Quo

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## **ER Proposal**

### **5.6.1 Copy of Agreement**

~~Upon his/her date of hire, a copy of this Agreement shall be provided by the College to each new employee, and at the same time, the College shall notify the new employee of the name of his/her Steward or Local Union Officer.~~

**Upon date of hire, the College shall notify the new employee of the name of the employee's Steward or Local Union Officer and provide the link to where they can access the Collective Agreement. All employees shall have access to view and read the Collective Agreement from a College computer.**

**Within sixty (60) days after the signing of this Agreement, the College will post the Agreement on the College website.**

Delete 5.6.2 and renumber subsequent articles

### **~~5.6.2 Printing of Agreement~~**

~~The cost of printing the Collective Agreement booklets will be shared equally by the Council and the Union subject to mutual agreement as to format and production arrangements.~~

*Balance of Article 5 remains unchanged*

## **Union Response**

### **5.6.1 Copy of the Agreement**

Upon date of hire, the College shall notify the new employee of the name of the employee's Steward or Local Union Officer and provide the link to where they can access the Collective Agreement. All employees shall have access to view and read the Collective Agreement from a College computer.

**Upon request of the employee, the College shall provide a printed copy of the Collective Agreement.**

Within ~~sixty (60)~~ **fourteen (14)** days after the signing of this Agreement, the College will post the Agreement on the College website.

### **5.6.2 Printing of Agreement**

Union does not accept deletion – Keep Status Quo

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## **ER Proposal**

### **6.2.1 Split Shifts**

There shall be no split shifts during the term of this Agreement **without the prior written agreement of the employee concerned.**

## **Union Response**

Waiting on responses.

## **ER Proposal**

### **6.4 On-Call**

On-Call refers to time periods during which an employee must be available and able to respond, within a reasonable time, to resolve a problem either by returning to the workplace or off-site (if applicable). On-call applies to time periods that are not regular working hours, overtime, stand-by or call back.

An employee assigned to be on-call is not required to stay at home, but they must make sure that they can be contacted and are able to start work within a reasonable time. It is understood that a return to the workplace may not be necessary in all situations. There shall be no pyramiding of premiums. Where the employee is recalled, the provisions of Article 6.3 shall apply.

Where an employee is assigned to be on-call, they shall receive one dollar (\$1.00) 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.

An employee assigned to be on-call shall not be paid for the on-call period, or part of the on-call period, if they were not available or were unable to work due to illness or other circumstances beyond their control.

Where the College requires employees to be on-call, qualified employees in the work group shall be selected first on a volunteer basis, in order of seniority, on a rotational basis. Where there are insufficient volunteers, assignment shall be made by reverse order of seniority. However, no employee shall be required to be on-call for more than ~~one~~ **two** hundred and ~~twenty-eight (128)~~ **fifty-six (256)** hours per month. Notwithstanding the foregoing, no employee shall be prevented from voluntarily exceeding this maximum.

## **Union Response**

Union does not accept this change - Keep Status Quo.

## **ER Proposal**

### **7.6 Lead Hand Premium for Temporary Assignments**

(Note: incorporates existing Letter of Understanding)

~~Where the College temporarily assigns an employee to Lead Hand responsibilities, in accordance with the Letter of Understanding entitled "Lead Hand Definition", the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over his/her current hourly wage for all hours worked during such assignment.~~

#### **7.6.1 Temporary Lead Hand**

**Where the College determines that it is required, a Lead Hand may be temporarily designated within a work group giving due consideration to the ability, qualifications required for the position and seniority, in making the appointment. Such an assignment shall only be short-term and for a very specific period of time.**

#### **7.6.2 Temporary Lead Hand Duties**

**The temporary Lead Hand does not function as a Supervisor. Typical duties can include:**

- 1. passing Supervisor's instructions to members of the work group, explaining new projects and assignments;**
- 2. allocating work assignments according to established methods and procedures, and establishing priorities as required.**

#### **7.6.3 Temporary Lead Hand Premium**

**Where the College temporarily assigns an employee to Lead Hand responsibilities, the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over their current hourly wage for all hours worked during such assignment.**

#### **7.6.4 Temporary Lead Hand Premium Limits**

**The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.**

*Balance of Article 7 remains unchanged*

## **Union Response**

Union is seeking clarity.

## **ER Proposal**

### **11.6 Carry-Over**

Recognizing the needs of the College and the desires of employees, an employee may carry over up to three (3) weeks of vacation to the immediately subsequent vacation year consistent with efficient staffing requirements and subject to agreement on scheduling of the carry-over week(s) in the following vacation year at a time satisfactory to the College.

If an employee requests that vacation days be rescheduled as a result of in-patient treatment in a hospital and the College is unable to reschedule in that vacation year, then upon written request to the College, the employee may carry over these days in excess of the maximum.

*Estoppel Notice: The College Employer Council hereby advises OPSEU that Colleges will be relying on the strict wording of the Collective Agreement with the renewal of this Collective Agreement.*

## **Union Response**

### **11.6 Carry-Over**

Recognizing the needs of the College and the desires of employees, an employee may carry over up to three (3) weeks of vacation to the immediately subsequent vacation year consistent with efficient staffing requirements and subject to agreement on scheduling of the carry-over week(s) in the following vacation year at a time satisfactory to the College.

**Effective June 30, 2025, should the college not be able to schedule an employee's allotment of vacation under Article 11.5, the employee shall be allowed to carry over all unused vacation in excess of the maximum. This includes employees on protected or approved leaves, including but not limited to pregnancy, parental or developmental leaves.**

If an employee requests that vacation days be rescheduled as a result of in-patient treatment in a hospital and the College is unable to reschedule in that vacation year, then upon written request to the College, the employee may carry over these days in excess of the maximum.

**Employees with accrued vacation in excess of the maximum as of August 31, 2025 will retain all vacation.**

## ER Proposal

### ~~13.4~~ ~~Video Display Terminals~~

The parties agree to the following terms respecting the use of video display terminals (VDT's) by employees:

#### ~~13.4.1~~ ~~Pregnancy (Transfer)~~

~~\_\_\_\_\_ an employee who is assigned to operate a VDT as part of her duties, who believes that she may be pregnant, shall, at her request, be assigned duties that do not include the operation of a VDT for up to twenty (20) working days or until the status of her pregnancy is confirmed, whichever is sooner; her hourly rate of pay shall be maintained for such period;~~

~~\_\_\_\_\_ an employee who is assigned to operate a VDT as part of her duties and who is pregnant (as certified by a medical practitioner) shall, at her request be assigned duties that do not include the operation of a VDT for the duration of her pregnancy. In such a case, the College may transfer the employee to another position for the duration of the pregnancy, and the employee shall be paid the rate of pay of the position to which she is transferred. The College will endeavour to minimize loss to the employee by attempting to locate a vacancy for which the employee is qualified. Such a vacancy should have a wage rate reasonably close to that of the employee's own position. Where more than one (1) vacancy exists for which the employee is fully qualified to perform the work without training, the College, if it transfers the employee, will assign the employee to the vacancy in the position having the maximum rate closest to, but not exceeding, the maximum rate of the employee's own payband.~~

~~\_\_\_\_\_ where a pregnant employee working within a one metre radius of a VDT requests to have her work station moved outside the one metre radius, the College will endeavour to accommodate that request.~~

#### ~~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:~~

- ~~\_\_\_\_\_ 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.~~

~~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.~~



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#### ~~13.4.3~~ ~~Work Breaks~~

~~Employees who regularly use a VDT shall not be required to perform more than one (1) hour's continuous work at a VDT to the exclusion of other duties at any one time, and the College shall ensure that a break from the machine (which shall include the performance of other work), of ten (10) minutes duration, is made available under such circumstances.~~

#### 13.4.4 Work Stations

~~Where a computer is being used, the College shall equip work stations with terminal tables at an appropriate height, an adjustable chair and, where requested, a foot rest and/or a document holder.~~

#### ~~13.4.5~~ ~~VDT Testing~~

~~Where an employee has reasonable cause to believe a health and safety problem exists with his/her VDT, the employee may request that tests be conducted. Should the College not be able to resolve the employee's concern, the College will request that the Ministry of Labour, Occupational Health and Safety Branch, conduct appropriate tests.~~

*Balance of Article 13 remains unchanged*

### **Union Response**

Union does not accept this change - see union proposal.

## ER Proposal

### 15.2 Notice to Local Union

When the College contemplates any action that may result in an employee who has completed the probationary period being subject to the layoff process, the College shall give fourteen (14) calendar days written notification to the Local Union President prior to written notice being provided to the employees affected. At the same time, the College shall provide the Local Union with ~~all data used~~ **the rationale used** by the College in formulating its tentative determination to undertake the action contemplated.

## Union Response

### 15.2 Notice to Local Union

When the College contemplates any action that may result in an employee who has completed the probationary period being subject to the layoff process, the College shall give fourteen (14) calendar days written notification to the Local Union President prior to written notice being provided to the employees affected. At the same time, the College shall provide the Local Union with all data used ~~the rationale used~~ by the College, **specifically but not limited to pertinent staffing and financial information**, in formulating its tentative determination to undertake the action contemplated.

## ER Proposal

### 15.4.3 Bumping Procedure

The employee so identified shall be assigned by the College to the first position determined in accordance with the following sequence:

- to a vacant position in the same 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.~~

~~(To illustrate how this sequence operates on or after March 1, 2007, see the Layoff/Recall Process—Bumping Letter of Understanding appended to the Collective Agreement).~~

#### 15.4.4.2 Position Outside Forty (40) Kilometres

Where the position identified in accordance with the above sequence is in excess of forty (40) kilometres from the location at which the employee is normally assigned, the employee ~~shall have a further right of election. The College, by again following the sequence in Article 15.4.3, shall identify the first position, if any, within forty (40) kilometres of the location at which the employee is normally assigned and the notice provided in accordance with 15.4.4.1 shall identify both positions if a second position is identified~~ **such position. If there is no such position, the College shall follow the sequence in Article 15.4.3 to identify a position at any location of the College.** ~~The employee~~

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~~shall elect in accordance with 15.4.4.1 to take either the job identified which is in excess of forty (40) kilometres or to take the job identified which is within forty (40) kilometres or to be laid off.~~

## **15.4.5 Displacement**

### **15.4.5.1 Second Displacement**

The College shall follow the above procedure for an employee displaced by the affected employee above.

### ~~15.4.5.2 Third Displacement~~

~~The College shall follow the above procedure for an employee displaced under "Second Displacement".~~

### **15.4.5.3 Final Displacement**

An employee displaced as a result of the "Third **Second** Displacement" shall be laid off by the College.

*Balance of Article 15 remains unchanged*

## **Union Response**

Union does not agree with this proposal. Please see union proposals.

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## **ER Proposal**

### **17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months**

Where a position is posted in accordance with Article 17.1 and either the successful applicant leaves the position within six months of assuming it or there is an additional vacancy for the same position within six months of posting, the College may either reconsider applicants of the original posting or repost the vacancy. If the College reconsiders applicants of the original posting, it will first consider the internal applicants who were interviewed.

## **Union Response**

Union waiting for responses

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## **ER Proposal**

### **17.3.4 Excluded Positions**

When a College temporarily assigns an employee to the duties and responsibilities of a position excluded from the provisions of this Collective Agreement, the employee's obligations to contribute to the regular monthly Union dues under Article 5.4 and their seniority shall continue during the period of such temporary assignment up to a maximum period of ~~twelve (12)~~ **twenty-four (24)** calendar months unless extended by agreement of the Local Union and the College.

*Balance of Article 17 remains unchanged*

### **Union Response**

Union does not agree to the change – Keep status quo

## ER Proposal

### 18.4.2 Mediators/Arbitrators

Any matter so referred to mediation/arbitration, including any questions as to whether a matter is arbitrable, shall be heard by a Mediator/Arbitrator, which shall be selected from the following list:

|                        |                  |
|------------------------|------------------|
| M. Bendel              | K. O'Neil        |
| <del>L. Davie</del>    | J. Parmar        |
| <b>A. Durette</b>      | S. Price         |
| <del>M. Flaherty</del> | D. Randazzo      |
| E. Gedalof             | S. Raymond       |
| <b>A. Freedman</b>     | <b>D. Webb</b>   |
| <b>C. Johnston</b>     | M. Wilson        |
| <b>D. Leighton</b>     | <b>M. Wright</b> |
| <b>J. Nyman</b>        |                  |

- The Mediator/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 such list;
- If an Arbitration Board is selected, following the selection of a Chairperson, the College and the Union shall each appoint its nominee within ten (10) days thereafter and forthwith notify the other party and the Chairperson.

*Housekeeping: Names highlighted in **green** were previously agreed to at EERC.*

#### 18.5.3.1 Arbitrators

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable pursuant to this process, shall be heard by one of the following specially trained Arbitrators:

J. C  ve  
A. Durette  
~~M. Flaherty~~  
E. Gedalof  
~~N. Jesin~~  
~~R. McLaren~~  
K. O'Neil  
D. Randazzo

The Arbitrators 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 such list.

All Arbitrators so added shall undergo a training session on the job evaluation system, to be jointly developed and presented by the parties, and all current Arbitrators shall undergo reorientation to the job evaluation system every two (2) years.

**Union Response** – Union is reviewing list of arbitrators

## ER Proposal

### **NEW 18.5.1.2          Limitation on Grievance Filing**

**Position Description Forms (PDFs) that are reclassified as a result of a settlement between the parties or an arbitration award shall not be the subject of a subsequent grievance for a period of twenty-four (24) months following the date of same.**

#### **18.5.5.1                  Restrictions**

The sole Arbitrator or Arbitration Board is restricted to determining whether the grievor's PDF accurately reflects their assigned job content (where disagreement exists) and to determining whether the grievor's job is properly evaluated pursuant to the CAAT Full-Time Support Staff Job Evaluation Manual.

**The sole Arbitrator or Arbitration Board may not consider any examples of "regular & recurring" and/or "occasional" activities or responsibilities in excess of the number provided for in the PDF template.**

*Balance of Article 18 remains unchanged*

## Union Response

### **NEW 18.5.1.2          Limitation on Grievance Filing**

**Position Description Forms (PDFs) that are reclassified as a result of a settlement between the parties or an arbitration award shall not be the subject of a subsequent grievance for a period of twenty-four (24) months following the date of same.**

Union does not agree to add this new Article

#### **18.5.5.1                  Restrictions**

Union seeking clarification



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## **ER Proposal**

### **(LOU) Red Circle Rates**

Certain employees within the bargaining unit as of March 1, 2018 enjoyed "red circle" rates paid due to special circumstances including transfers to positions within the bargaining unit. To the extent those special circumstances continue during the term of the Collective Agreement, the employees in question shall continue to enjoy such "red circle" rates and the cents per hour differential over their respective rates and the then current applicable wage rate for the payband shall apply, subject to the reduction (or elimination) of such red circle rates by the lesser of 10 cents per hour or the elimination of such "red circle" rate, effective from **September 1, 2025. March 1, 2018, September 1, 2019, March 1, 2020, September 1, 2020, March 1, 2021, September 1, 2021, and March 1, 2022**

**~~The conditions set out herein shall also apply to bargaining unit employees at Algonquin College currently receiving a bilingual allowance.~~**

## **Union Response**

Union agrees to the amendment

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## **ER Proposal**

### **APPENDIX D - Temporary Employees**

**4. An employee under this Appendix may be hired before the commencement of the leave of the bargaining unit employee to allow for an appropriate familiarization period. If the bargaining unit employee does not return to their position, the employee hired under this Appendix may continue to be employed under this Appendix until a replacement is hired and familiarization completed.**

**(renumber subsequent)**

*Balance of Appendix D remains unchanged*

### **Union Response**

Union seeking clarification

See Union's proposal

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## **ER Proposal**

Union Response – Next to LOU in bold

### **Review and Update the Letters of Understanding**

Red Circle Rates REVISED – SEE ABOVE

Stand By – RENEW – **Union agrees to renew**

Letter of Intent – Article 5.2 – RENEW – **Union agrees to renew**

Less Than 12 Months Positions – RENEW – **Union agrees to renew**

Childcare – RENEW – **Union agrees to renew**

VDT & EERC – DELETE – **Union wants to renew**

Long Term Disability – DELETE THIS HAS BEEN INCORPRATED INTO THE LTD PLAN - **Union wants to renew**

Layoff/Recall Process – Bumping – DELETE - **Union wants to renew**

Job Postings – Other Colleges – DELETE - **Union wants to renew**

Direct Operating Grants From The Ministry of Community and Social Services – DELETE SPENT - **Union wants to renew**

Joint Transitional Committee – RENEW – **Union agrees to renew**

Automobile Insurance – RENEW – **Union agrees to renew**

Conflict Between Booklet and Original Signed Version – DELETE - **Union wants to renew**

Grievance Scheduling – RENEW – **Union agrees to renew**

Article 15.5.1 – Severance Pay – RENEW – **Union agrees to renew**

Accrual of Service and Seniority – RENEW – **Union agrees to renew**

Clarification Regarding the Use of the Word "Persons" – RENEW – **Union agrees to renew**

Return to Work – RENEW – **Union agrees to renew**

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Lead Hand Definition – DELETE THIS IS PROPOSED INTO BODY OF CA SEE ABOVE – **Based on discussion of proposal**

Implementation of the New Job Evaluation System – DELETE - **Union wants to renew**

Mobilizer Leave – RENEW– **Union agrees to renew**

Pregnancy and Parental Leave – RENEW – **Union agrees to renew**

Notification of Contracting Out – RENEW– **Union agrees to renew**

Bill 124 – DELETE – **Union is reviewing**

Bereavement Leave, Article 12.3 – RENEW– **Union agrees to renew**

Commitment to Equity, Diversity, and Inclusivity (EDI) – RENEW– **Union agrees to renew**

Indigenous Commitment – RENEW – **Union agrees to renew**

NEW

## LETTER OF UNDERSTANDING – ENHANCED SEVERANCE PAYMENTS

The purpose of this LOU is to outline the severance payment structure for eligible post-probationary full-time support staff employees who are laid off. It will remain in force until **August 31, XXXX**. The enhanced payments and timelines in this LOU will supersede severance rights as outlined in Article 15.5.1 for the duration of this agreement.

Severance is calculated based on the number of full years of continuous service with the College as of the layoff date, with partial years pro-rated accordingly. Payments will be based on the employee's annual base salary as of that date, as detailed in Appendix E.

The severance schedule applies to employees with at least one full year of continuous service, up to a maximum of 24 years. To receive severance, the employee must submit written notice electing severance within 90 calendar days following the end of the notice period and must waive all recall rights under the Agreement.

| Years of Service | % of Annual Salary | Years of Service | % of Annual Salary |
|------------------|--------------------|------------------|--------------------|
| 1                | 10%                | 13               | 45%                |
| 2                | 13%                | 14               | 47%                |
| 3                | 17%                | 15               | 53%                |
| 4                | 19%                | 16               | 55%                |
| 5                | 25%                | 17               | 57%                |
| 6                | 27%                | 18               | 59%                |
| 7                | 29%                | 19               | 61%                |
| 8                | 31%                | 20               | 67%                |
| 9                | 33%                | 21               | 69%                |
| 10               | 39%                | 22               | 71%                |
| 11               | 41%                | 23               | 72%                |
| 12               | 43%                | 24+              | 80%                |