



Full-Time Support Staff Bargaining 2025

CEC Response to OPSEU Non-Monetary Proposals (UP 1, 5, 11, 15, 17, 22, 25, 34, 38, 41 and 44)

Presented by:

The College Employer Council (on behalf of the Colleges of Applied Arts and Technology)

To:

The Ontario Public Service Employees Union (for CAAT Full-time Support Staff Employees)

July 10, 2025

FULL-TIME SUPPORT STAFF BARGAINING 2025

Management reserves the right to add to, amend, modify, or withdraw any proposal during the negotiations process. All proposals are made without prejudice and/or precedent.

Management maintains all proposals from its M1 proposal that are not referenced here.

Document Legend:

New language is underlined and bolded - Example

Deleted Language strikethrough – Example

All other language – status quo

CEC Responses:

UP 1 – 17.1.6 Vacancies (New)

• CEC is not interested in this proposal at this time given the extensive changes taking place in the College sector.

UP 5 – 14.6.1 – Employment Stability Committee (Counter)

- All aspects of article remain status quo except:
 - The parties agree that meetings should take place on a regular basis <u>at</u> <u>times that are mutually convenient.</u>

UP 11 - Appendix A (New) 4(viii)

This is unnecessary because this process has already been addressed at JIC

UP 15 – 17.1.1 Consideration Bargaining Unit Employees

 CEC is not interested in equivalency procedures because it devalues the core mission of colleges, which is to provide credentials. It undermines that notion that education offers anything of value that cannot be earned through experience

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 CEC awaits response from OPSEU regarding Indigenous Knowledge and consultations that occurred in the development of the proposal

UP 17 – 4.11 (New) – Reporting

• This information is already dealt with at local UCC meetings (see Article 4.6.2)

UP 22 - Appendix A - Benefits Booklet

 The JIC already has a process to address this concern, which was agreed to in 2024

UP 25 - 15.6.1 - Recall by Seniority

- CEC counter proposes the following changes to Articles 15.6.1 and 15.10 on condition that the union:
 - Withdraws its proposal to delete: "Recall rights are limited to positions equal to or less than the person's former payband"; and
 - Accepts CEC proposal on Article 15.4.5.

15.6.1

Persons laid off hereunder who retain recall rights under Article 15 shall be recalled on the basis of seniority providing they can satisfactorily perform the core duties and responsibilities of the job without training, and provided such vacancy occurs \div

- within twelve (12) 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<u>.</u> if the individual has twenty-four (24) or more months continuous employment at the time of layoff.

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.

15.10

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 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.

UP 34 - 6.9 - Communication Outside of Work (New) - Counter

• It is understood that the College does not expect employees to engage in work related communications outside of scheduled shifts subject to the requirements of 6.3, 6.4, 6.6 or in circumstances beyond the reasonable control of the College.

UP 38 - 15.4.6 - Familiarization Period

The CEC is not interested in amending this provision

UP 41 – Appendix K Initiatives/Opportunities

• The CEC is not interested in amending this provision

UP 44 – LOU (New)

- The current financial climate of the Colleges is distressing to all of us. While it is important for all stakeholders to work together through this, it is clear that this proposal was disingenuous given the comments made by the Union at a July 9, 2025 rally, attacking CEC and College leadership
- For this reason, the CEC is not interested in adding this LOU

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CEC JULY 10, 2025