

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 21, 2025

U3 – Response to ER July 10, 2025 document

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

July 21, 2025

UP 1 Original

17.1.6 (NEW) The Employer shall fill vacancies within 12 weeks of the position becoming vacant.

ER Proposal

Employer Response July 10, 2025

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.

Union Response

UP 1 – Keeping our proposal

With the college cutting positions and restructuring workload this is more of an issue at many of our colleges making this proposal more important.

July 21, 2025

UP 5 Original

14.6.1 Employment Stability Committee

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.

The parties agree that meetings ~~should~~ **shall** take place on a regular basis.

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 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.

Employer Response July 10, 2025

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 **at times that are mutually convenient.**

Union Response

UP 5 – Keep our proposal

- The Union sees the College's proposal as a weakening of the language in the Collective Agreement and moving us further away from agreement.

July 21, 2025

UP 11 Original

Appendix A Joint Insurance Committee Full-Time Support Staff

4. Duties of Committee

- (viii) **Management will be responsible for the recording of the Minutes that will represent the major subject matters discussed.**

The Minutes shall be signed by the Co-Chairpersons of the Committee. 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.

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.

Employer Response July 10, 2025

UP 11 – Appendix A (New) 4(viii)

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

Union Response

UP11 Already agreed on at meetings between the Union and the CEC, on January 29, 2025 & March 12, 2025

At the meeting on January 29, 2025, we agreed to meet further, which happened on March 12, 2025. Between both of those meetings we agreed on 4 things:

- Agreed to a joint memo explaining the changes to how the elimination period was implemented, to a joint demand to ensure agreed meeting minutes would be established, that a joint proposal to put a change log in the CA, and joint training on the changes. The language we are proposing reflects the language used in the CA for other joint committees. This is a housekeeping issue.

UP 15 Original

17.1.1 Consideration – Bargaining Unit Employees

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 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.

The College shall follow the equivalency procedure as outlined in Appendix L for the purposes of job competitions.

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.

The College need not consider probationary employees.

Employer Response July 10, 2025

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

Union Response

UP 15 – Keep our proposal

- For the Indigenous Knowledge proposal, we reached out to the Faculty Team's working group. They informed us that their work, although stalled, is not over/completed.
- The Union recognizes that this will be a difficult and complex process, but that does not mean that it should be avoided. Consultation can and should be agreed on and included as part of the process.

UP 17 Original

4.11 Reporting

The College shall provide the union and EERC with a quarterly report identifying:

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:

- **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:

- **Employee names**
- **Positions held**
- **Department or work unit**
- **Duration of exclusion status**
- **Description of duties performed in these positions**

3. Departmental overtime and lieu time, including but not limited to:

- **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**

Employer Response July 10, 2025

UP 17 – 4.11 (New) – Reporting

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

Union Response

UP 17 – 1 & 2 are not already dealt with as part of UCC. Although the topic for 3 is in Article 4.6, as was agreed to in our last round of bargaining, for discussions to be meaningful this information needs to be available. Currently locals are asking for this information at UCC, and being told we are not entitled to it. That is the reason that this proposal is necessary.

July 21, 2025

UP 22 Original

Appendix A

9. Benefits Entitlement Booklet

There shall be no changes to the Benefit Entitlement Booklet without approval of the JIC followed by division-wide communication.

There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.

Employer Response July 10, 2025

UP 22 – Appendix A – Benefits Booklet

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

Union Response

UP 22 – Already agreed on at meetings between the Union and the CEC, on January 29, 2025 & March 12, 2025

At the meeting on January 29, 2025, we agreed to meet further, which happened on March 12, 2025. Between both of those meetings we agreed on 4 things:

- Agreed to a joint memo explaining the changes to how the elimination period was implemented, to a joint demand to ensure agreed meeting minutes would be established, that a joint proposal to put a change log in the CA, and joint training on the changes. The language we are proposing reflects the language used in the CA for other joint committees. This is a housekeeping issue.

UP 25 Original

15.6.1 Recall by Seniority

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: -

~~within twelve (12) months~~ **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.~~

~~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 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.

Employer Response July 10, 2025

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 ÷

~~—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, 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;

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- 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.

Union Response

UP 25 – Keep original proposal because we cannot accept the language proposed under 15.4.5.

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UP 34 Original

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.

Employer Response July 10, 2025

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.

Union Response

UP 34 – accepts College’s proposal if the last part is removed. This is because we’re concerned that employees could be disciplined for not responding to an email that happened in “circumstances beyond the reasonable control of the College”.

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.

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UP 38 Original

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.**

Employer Response July 10, 2025

UP 38 – 15.4.6 – Familiarization Period

The CEC is not interested in amending this provision

Union Response

UP 38 – Familiarization Period – Keep original proposal.

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UP 41 Original

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.

Employer Response July 10, 2025

UP 41 – Appendix K Initiatives/Opportunities

The CEC is not interested in amending this provision

Union Response

UP 41 – Keep original proposal. Might also be agreeable to include the language in an LOU rather than in Appendix K.

July 21, 2025

UP 44 Original

Whereas Ontario's community college system is currently facing a crisis due to chronic underfunding by the provincial government; and

Whereas tuition revenue has tripled across the colleges since 2010, while provincial funding has declined by twenty-eight (28) percent; and

Whereas Ontario ranks dead-last among the provinces for per-student funding; and

Whereas \$1.4 billion in emergency funding would put an end to the current crisis; and

Whereas a further \$1.34 billion in funding would bring Ontario up to the national average for per-student funding; and

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;

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.

Employer Response July 10, 2025

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

Union Response

UP 44 – LOU (New) Funding – The Union continues to push this. The fact that JP has not called Graham is not relevant. This is a proposal from support staff and is something that the support staff want to work on with Colleges Ontario and with colleges across the province to help save our programs, employees and colleges.

Note that in our proposal, the "parties" referred to include Colleges Ontario, college presidents/administration, and support staff across the province.