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 23, 2025

U5

TO AMEND THE COLLECTIVE AGREEMENT

BETWEEN

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

Full-Time Support Staff 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.



<u>Legend</u> **Bold** – new language
Strikeout – deletion

ER Proposal June 18, 2025

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months

Where a position is posted in accordance with Article 17.1 and <u>either</u> the successful applicant leaves the position within six months of assuming it <u>or there is an additional vacancy for</u> 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 – Package

Amend ER proposal to include same first level manager and

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six (6) Months

Where a position is posted in accordance with Article 17.1 and <u>either</u> the successful applicant leaves the position within six <u>(6)</u> months of assuming it **or there is an additional vacancy** for the same position <u>reporting to the same first level manager</u> within six <u>(6)</u> 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.

Package with

NEW

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

NEW Proposal based on Employer changing past practice

Article 15 Specific location TBD

Add new 7 to 15.3.3

Identify positions displaced employees can be assigned under 15.4.3.

15.4.3

Add new sentence at start of 15.4.3

The ESC shall identify positions employees are able to displace as per 15.3.3.

4.1 Seniority List

The College shall prepare and send a copy of the seniority list showing the employee's seniority, position title, payband, grand-parented payband(s) (if applicable), department, and home campus once every four (4) months to the Local Union President and the Union Head Office. A copy of the seniority list shall be posted at each Campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.

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

CEC's Proposal (M1)

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

<u>The temporary Lead Hand does not function as a Supervisor. Typical duties can include:</u>

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

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 his/her 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.

Union Response: Can agree to move to article, with the addition of New 7.8 – Ongoing Lead Duties (taken from the original LOU)

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NEW (taken from the LOU on Lead Hand)

7.8 Ongoing Lead Duties

With the introduction of the evaluation system on March 1, 2007, Employees who are have been assigned "lead" or "coordinator" duties will have such duties reflected in their PDF and evaluated as such.

ER Proposal July 23, 2025

Employer wants to delete the article on VDT

13.4 Video Display Terminals

Union Response

The union is not in agreement to delete this Article as the equipment is still used in the college system. As long as the equipment remains in the college system, the article should not be removed as this is a Health and Safety issue.