



COLLEGE  
**EMPLOYER**  
COUNCIL

CONSEIL DES  
**EMPLOYEURS**  
DES COLLÈGES



# Full-Time Support Staff Bargaining 2025

## M02 - College Non- Monetary Proposals

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 23, 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.

### Document Legend:

New language is underlined and bolded – **Example**

Deleted Language strikethrough – ~~Example~~

All other language – status quo

---

### CEC's Counterproposal (M2) – July 23, 2025

**CEC makes the following counterproposal.**

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

~~Once every four (4) months~~ **In the second week of February, October and June,** 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.

[Remainder of article remains the same]

### CEC's Counterproposal (M2) – July 23, 2025

**CEC makes the following counterproposal.**

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

Within **fourteen (14) 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.~~

## **CEC's Proposal (M1)**

### **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 **fifty-six (256)** ~~twenty-eight (128)~~ hours per month. Notwithstanding the foregoing, no employee shall be prevented from voluntarily exceeding this maximum.

## **CEC's Response (M2) – July 23, 2025**

**CEC maintains its proposal.**

## **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**

**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 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.**

*Balance of Article 7 remains unchanged*

## **CEC's Response (M2) – July 23, 2025**

**CEC maintains its proposal and notes that the Union has not yet responded to same.**

## **CEC's Proposal (M1)**

### **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.*

### **CEC's Response (M2) – July 23, 2025**

**CEC does not accept the Union's proposal and maintains its estoppel notice.**

## **CEC's Proposal (M1)**

## **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.~~

#### ~~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*

### **CEC's Response (M2) – July 23, 2025**

**The CEC awaits the Union's examples of which Colleges maintain VDTs and of the full-time support staff positions using them as part of their PDF. Please advise.**



## **CEC's Proposal (M1)**

### **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.

## **CEC's Response (M2) – July 23, 2025**

**CEC does not accept the Union's proposal and maintains its proposal from M1.**

## **CEC's Response (M2) – July 23, 2025**

**CEC will withdraw its proposals on 15.4.3, 15.4.4.2, and 15.4.5 if the Union withdraws its proposals UP 25, UP 29, and accepts the Employer's response of July 10, 2025, regarding 15.6.1 and 15.10 (extending recall rights to 18 months).**

## **CEC's Proposal (M1)**

### **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.

## **CEC's Response (M2) – July 23, 2025**

**The CEC maintains its proposal.**

## **CEC's Proposal (M1)**

### **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*

## **CEC's Response (M2) – July 23, 2025**

**The CEC maintains its proposal.**

## **18.4.2 Mediators/Arbitrators**

**CEC Response July 23, 2025: Awaiting Union response on outstanding arbitrators as per union presentation on July 22, 2025.**

### **18.5.3.1 Arbitrators**

**CEC Response July 23, 2025: Employer does not agree with Union's proposed names and does not agree that additional arbitrators need to be added for classification grievances.**

## **CEC's Proposal (M1)**

### **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.**

## **CEC's Response (M2) – July 23, 2025**

**The CEC maintains its proposal.**

## **CEC's Proposal (M1)**

### **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*

## **CEC's Counterproposal (M2) – July 23, 2025**

### **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.**

**Where the job content is disputed, each of the grievor and the College may submit the number of "regular & recurring" and/or "occasional" activities or responsibilities provided for in the PDF template.**

## **CEC's Proposal (M1)**

### **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 appropriate cross-training. 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 orientation completed.**

**(renumber subsequent)**

*Balance of Appendix D remains unchanged*

### **CEC's Response (M2) – July 23, 2025**

CEC provided the Union with clarification in respect of the familiarization period and awaits the Union's response.



## **CEC's Proposal (M1)**

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

Long Term Disability – DELETE THIS HAS BEEN INCORPORATED INTO THE LTD PLAN

Layoff/Recall Process – Bumping – DELETE

Job Postings – Other Colleges – DELETE

Direct Operating Grants From The Ministry of Community and Social Services – DELETE SPENT

Conflict Between Booklet and Original Signed Version – DELETE

Lead Hand Definition – DELETE THIS IS PROPOSED INTO BODY OF CA SEE ABOVE

Implementation of the New Job Evaluation System – DELETE

Bill 124 – DELETE

### **CEC's Response (M2) – July 23, 2025**

CEC maintains its proposals on the Letters of Understanding.

**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.**

**Monetary proposals to follow.**