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CONSEIL DES
EMPLOYEURS
DES COLLÈGES



Full-Time Support Staff Bargaining 2025 M03 – Response to OPSEU 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 24, 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

UP 1 – 17.1.6 (NEW)

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

CEC Response of July 24, 2025

The CEC does not accept OPSEU's package proposal in U5.

UP 5 - 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.

CEC Response of July 24, 2025

CEC makes the following counterproposal:

All aspects of article remain status quo except:

The parties agree that meetings ~~should~~ **shall** take place on a regular basis **at times that are mutually convenient.**

UP 11 – 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.

CEC Response of July 24, 2025

This is not entirely consistent with the agreement at JIC, as was captured in the March 3rd, 2025, meeting minutes which stated only that CEC would explore posting minutes to the CEC website. Therefore, CEC does not consider this a housekeeping amendment.

CEC makes the following counterproposal:

4. Duties of Committee

(viii) Management will be responsible for the recording of the public and in-camera 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. At the next meeting of the JIC, the Committee will move for approval of the Minutes with any agreed upon amendments, additions or deletions to the Minutes. The Minutes shall be signed by the Co-Chairpersons of the Committee.

Each party may distribute copies of the approved public 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.

UP 15 - 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.

CEC Response of July 24, 2025

The CEC maintains its response to UP 15. The CEC recognizes the importance of the ongoing work in respect of Indigenous knowledge. The CEC is firmly of the view that the consultation process should take place outside of the collective bargaining process and centre Indigenous voices from the outset, and not after a collective agreement is concluded. The CEC engaged in this process with the academic bargaining unit and the Indigenous collegiate community communicated the significant harm that this process caused in the way it unfolded. That process is still underway, and no other steps should be taken in this round of collective bargaining.

UP 17 – 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**

CEC Response of July 24, 2025

The CEC maintains its response on UP 17. This proposal is overly broad, it covers work that falls outside all of the bargaining units, including support. With respect to temporary assignments outside the bargaining unit and overtime allocation, those are local issues and are not matters to be dealt with at EERC.

UP 22 - 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.

CEC Response of July 24, 2025

This is not consistent with the agreement at JIC, as was captured in the Process for Booklet Updates of the Support Staff Joint Insurance Committee dated August 2024. In that process, there was no requirement for JIC approval. Rather, if OPSEU/SEFPO did not accept the changes, the OPSEU/SEFPO JIC co-chair could request a meeting with CEC and Sun Life to discuss the disputed language in an attempt to achieve consensus. Should consensus not be reached, OPSEU/SEFPO may choose to exercise its grievance rights under Art. 18.3.4 - Multi-College Issues.

Therefore, the CEC considers it to be a mischaracterization to claim it is a housekeeping amendment as stated by the Union.

CEC makes the following counterproposal:

Appendix A

9. Benefits Entitlement Booklet

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

UP 31 – 6.4

On-Call

Where an employee is assigned to be on-call, they shall receive ~~one~~ **five** dollars (~~\$1.00~~ **\$5.00**) 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

M1 – 6.4

On-Call

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.

CEC Response of July 24, 2025

CEC proposes a mutual withdrawal of the parties' proposals with respect to On-Call.

UP 34 - 6.9

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.

CEC Response of July 24, 2025

The CEC would agree to the Union's counterproposal provided the Union accepts the CEC's proposal in M1 on "split shifts" in Art. 6.2.1:

6.9 Communication Outside of Work

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.

In exchange for:

M1 – 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.**

UP 38 – 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 system**

CEC Response of July 24, 2025

The CEC maintains its position on this proposal.

UP 41 – APPENDIX K & LOU

11. LOU Appendix K Reference Manual Initiatives/Opportunities

For further guidance on implementation refer to LOU Appendix K Reference Manual.

CEC Response of July 24, 2025

The CEC maintains its response to UP 41 and is not interested in including the language in an LOU.

UP 44 – LOU

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 shared 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 in 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.

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

CEC Response of July 24, 2025

The CEC maintains its position on this proposal.

U5 – 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 either the successful applicant leaves the position within six **(6)** months of assuming it **or there is an additional vacancy for the same position reporting to the same first level manager within six (6) 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 Response of July 24, 2025 to Union's U5 proposal

The CEC makes the following counterproposal:

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

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

U5 – 15.3.3 (7.)

Identify positions displaced employees can be assigned under 15.4.3.

U5 – 15.4.3

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

CEC Response of July 24, 2025 to Union's U5 proposal

CEC does not agree with the Union's newly tabled proposals.

U5 – 4.1

The CEC acknowledges the union's notice.

U5 – 7.6 & 7.8

CEC Response of July 24, 2025 to Union's U5 proposal

The CEC agrees to OPSEU's 7.8 proposal as a condition to OPSEU accepting the CEC's 7.6 proposal.

U5 – 13.4

CEC Response of July 24, 2025 to Union's U5 response

The CEC withdraws its M1 proposal with respect to Article 13.4.

U2 – 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.

CEC Response of July 24, 2025 to Union's U2 response

CEC has heard the concerns of the union. It was not the intention of the CEC to put any employee's existing bank at risk. We have modified the date of our estoppel notice so that affected employees and Colleges have almost 2 years to schedule and use their vacation banks above and beyond the maximum.

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 as of June 30, 2027.