

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**

August 27, 2025

U11 – Package proposal

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.



Legend

Bold – new language

Strikeout – deletion

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).

Union Response

14.3 Transfer Into Union – Status Quo

A person employed by the College, who is transferred into the bargaining unit, will be accorded full seniority **and service**, upon completion of the probationary period, based on length of service. Part-time support staff employees transferred into the bargaining unit, after November 14, 1991, shall have their seniority **and service** prorated, upon completion of their probationary period, based on a proration of hours of the part time position to the hours of the full-time position using 1820 hours per year as constituting the hours of the full-time position. It is understood, however, that for the purposes of the application of Article 15.4, administrative staff and employees in the academic staff bargaining unit, who are transferred into the bargaining unit shall be entitled to exercise only that portion of their seniority, if any, accumulated as an employee in the bargaining unit or what formerly was the bargaining unit.

15.4.3 Bumping Procedure

The employee so identified shall be assigned by the College to the first position determined in accordance with the following sequence:

- to a vacant position in the same payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- **to a vacant position in a higher payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;**
- to the position held by the most junior employee within their same payband provided they can satisfactorily perform the core duties and responsibilities of the job and they have greater seniority. If there is no such position then;
- to a vacant position in the payband with a maximum rate one lower than the employee's own payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee in the payband with a maximum rate one lower than the employee's own payband provided they can satisfactorily perform the core duties and responsibilities of the job and they have greater seniority;

- the provisions of the last two sections shall be repeated until all paybands have been reviewed in descending order of maximum rate and either a vacant position or a position held by a more junior employee is identified and the employee affected can satisfactorily perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid off.

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;
- 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

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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 17 – Article 4.11

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.

Union Response

UP 17 – ~~4.11~~ NEW 4.6.4 - Changed number to fall under UCC article

Reporting

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

1. All contractors, temporary worker agencies ~~agency workers~~, and any other externally sourced personnel performing work normally and customarily performed by employees within the support staff bargaining unit as defined in the Colleges Collective Bargaining Act, 2008, 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 unit 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 for bargaining unit members, 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

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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.

Union Response

The Union maintains its position on this proposal.

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.

UP 42 New 4.11 Notification

The College shall notify the Local President of any support staff on a Leave of Absence of more than one (1) month. The notification shall include the name, department and date of expected return, if known.

UP 33 Appendix J

Union modifies proposal

5. Joint Training

The Committee will develop and deliver joint training concerning subjects of system-wide importance.

~~6. Reporting~~

~~Management shall provide all data collected from specifically but not limited to:~~

- ~~• Full-Time annual staffing survey~~**
- ~~• Article 14/15 survey~~**
- ~~• EDI/Indigeneity survey~~**
- ~~• Part-Time annual staffing survey~~**