

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 31, 2025

U15 – Monetary Response

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

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Items that the Union agrees to Withdraw

UP 4 – 10.1 Entitlement (holidays) – Remain Status Quo

UP 9 – STD - Remain Status Quo

UP 10 – JIC Raise Mechanism

UP 14 – Appendix G – Summer Student – Remain Status Quo

UP 19 – Prescriptions at 100% - Remain Status Quo

UP 30 – 11.1 Vacation Entitlement – Remain Status Quo

UP 35 – Weight Cessation Meds

UP 36 – 13.4.2 VDT and New CVS/DES – Remain Status Quo

UP 39 – Medical Notes

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UP 2 8.1.14 (NEW) Union maintains proposal from U14

The College shall provide employees with the Sunlife Core and Enhanced Gender Affirmation Coverage

UP 3 Union maintains proposal from U14

12.2.2

In each year, the College shall grant to each employee up to **five (5)** ~~ten (10)~~ days of leave to care for members of the employee's ~~immediate~~ family when they are ill.

12.2.3

~~For the purpose of 12.2.2, an employee's immediate family shall mean the employee's spouse (or common-law spouse residing with the employee), children (including children of legal or common-law spouse), and parents (including step-parents or foster parents).~~

12.10 Definition of Family

Family refers to important and established biological and non-biological kinship bonds.

~~12.2.4 Family Leave Unpaid~~

~~Except as provided in 12.2.5 leave pursuant to 12.2.2 shall be without pay.~~

~~12.2.5 Short Term Disability Application~~

~~The employee may apply for benefits under the Short Term Disability Plan as described in Article 8 with respect to the day or days of leave taken under 12.2.2. All the terms of Article 8.1.9, Short Term Disability Plan, shall apply to the period of leave as if such period was an illness of the employee.~~

~~8.1.9.4 Use of STD Credits for Family Leave~~

~~If a full-time employee is absent from work for the purpose of caring for a member(s) of their immediate family, the employee may apply for leave under Article 12.2. Days withdrawn from the employee's sick leave credits for this purpose will not be counted towards the elimination period for LTD.~~

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UP 6 15.8 & Appendix I Union maintains proposal from U14

There shall be no contracting out.

UP 7 8.1.5 & Benefit Booklet Union maintains proposal from U14

Union amends their original proposal – Change “immediately preceding” to “current” year

The Colleges agree, during the term of this Agreement, to pay one hundred per cent (100%) of the billed premiums of an insured dental plan for coverage of eligible full-time employees on the active payroll who have completed their probationary period. The Plan provides coverage for Basic Services, Endodontics and Periodontics, Restorative Dental and Surgical Procedures and Prosthodontic Services including dentures (Types A, B, C) and the ODA schedule for the ~~immediately preceding~~ **current** year, subject to the eligibility requirements and terms and conditions of the Plan.

Remaining article remains status quo.

UP 8 8.1.6 & Benefit Booklet - Union maintains proposal from U14

8.1.6 Vision Care

During the term of the Agreement, the Colleges agree to pay seventy-five per cent (75%) of the premiums for a Vision Care Plan providing coverage to a maximum of ~~four hundred four hundred and fifty (\$450.00)~~ **five hundred and fifty** dollars (\$400.00) **(\$550)** each two (2) years for persons eighteen (18) years of age and over and ~~four hundred and fifty (\$450.00)~~ **four hundred five hundred and fifty** dollars (\$400.00) **(\$550)** each one (1) year for persons under eighteen (18) years of age for glasses, frames, and contact lenses, subject to eligibility requirements and enrolment requirements, and the balance of the premium shall be deducted by payroll deduction.

UP 12 7.1, Appendix E Union maintains proposal from U14

GWl:

September 1, 2025, \$1.75 ATB

September 1, 2026, 4% ATB

September 1, 2027, 4% ATB

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UP 13 3.2 (NEW) Union maintains proposal from U14

3.2 Support Staff Work

The Employer agrees that persons excluded from the Full-Time Support Staff and Part-Time Support Staff bargaining units, including but not limited to managers, supervisors, and other non-bargaining unit personnel, shall not perform work normally and customarily performed by employees within the support staff bargaining unit as defined in the Colleges Collective Bargaining Act, 2008.

UP 16 12.8 (NEW) Union maintains proposal from U14

12.8 Special Leave with Pay

The College shall grant employees 2 special days with pay per year that can be taken in hours.

UP 18 Appendix E Union maintains proposal from U14

Expand Appendix E hourly wage rate to include additional pay bands M and N.

UP 20 Union maintains proposal from U14

8.1.7 The Colleges agree to pay seventy-five per cent (75%) of the premiums for the Hearing Aid Plan providing coverage to a maximum of three thousand ~~two hundred and fifty (\$3,250)~~ **five hundred** dollars ~~(\$3000)~~ **(\$3,500)** each three (3) years, per person, subject to eligibility requirements and enrolment requirements and the balance of the premium shall be deducted by payroll deduction.

UP 21 8.1.14 (NEW) Union maintains proposal from U14

The College shall provide employees the Sunlife Family Building Program coverage.

UP 23 Appendix L (NEW) Union revised their proposal

NOTICE:

The Employer shall provide the Union with no less than 180 days' written notice before deploying any AI system or technological changes likely to affect work, workload, or working conditions.

PROTECTION OF WORK:

AI systems and technological changes shall be designed to augment and support not replace employees' work. Integration strategies shall be co-developed with the Union to uphold educational, professional, and sector-specific values.

DISCLOSURE:

No personal, confidential, or identifying information shall be used to develop or operate AI systems or technological changes without the individual's informed consent and consultation with the Union

The Employer shall disclose all AI systems in use, including their purpose, data sources, decision-making capacity, and known limitations. The Union shall have access to audit these systems for bias and compliance.

AI USE IN DISCIPLINE PROHIBITED

No AI-generated data or prediction shall be the sole basis for disciplinary actions, performance management, or surveillance.

MONITORING RESTRICTIONS

The Employer shall not use AI tools to monitor biometric, behavioural, or digital signals (e.g., keystrokes, facial expressions, speech) without explicit language in the collective agreement

RECLASSIFICATION PROTECTION

AI-generated outputs or technological changes shall not be used to justify reclassification, downgrading, or devaluation of any bargaining unit position

MANDATORY AI TRAINING

Employees affected by AI deployment or technological changes shall receive employer-paid, job-specific training prior to implementation, with ongoing support thereafter.

UP 26 12.9 (NEW) Union amends their proposal

12.9 Domestic Violence Leave

~~The College shall grant paid leave to an employee experiencing family and domestic violence.~~

The College shall grant ten (10) paid days leave to an employee experiencing family and domestic violence. It is understood that these days include the paid leave days provided for under the Domestic or Sexual Violence Leave in the Employment Standards Act.

Reasons for this leave can include, but are not limited to:

- **illness or injury affecting the employee resulting from family and domestic violence;**
- **providing care or support to a family member experiencing family and domestic violence, who is ill or injured as a result of family and domestic violence;**
- **providing care or support to a family member experiencing family and domestic violence, who is affected by an emergency as a result of family and domestic violence;**
- **making arrangements for the employee's safety, or the safety of a family member;**
- **accessing alternative accommodation;**
- **accessing police services;**
- **attending court hearings;**
- **attending counselling; and**
- **attending appointments with medical, financial or legal professionals.**

This entitlement may be taken as consecutive days, single days or part days and will count as continuous service for all purposes.

Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

The College will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is or has been affected.

UP 27 Appendix D Union maintains proposal from U14

The remaining provisions of the article remain status quo, unless stated below

5. NEW (*numbering to be determined*)

If an employee is the successful internal candidate for a regular full-time position and has completed 910 hours in the previous 12 month period as an Appendix D ~~which they held immediately prior as an Appendix D~~, then the College shall waive the probationary period set out in Article 14.1 ~~provided that the employee worked at least 910 hours in the Appendix D position.~~

6. The employee shall be entitled to the provisions of Articles **4.4**, 6.6, 7.5, and 10 of the Agreement.

Employees hired for positions greater than four (4) months, shall be entitled to two (2) days per year to use for any of the following leaves; short term disability, bereavement leave, jury/witness duty, citizenship leave.

9. If an employee is appointed to a regular bargaining unit position after September 23, 1997, they shall be credited with full seniority, after completion of the probationary period, based on full credit for Appendix D service calculated at a day's seniority for each day worked (261 days of work equals one (1) year). When an Appendix D employee is appointed to a regular bargaining unit position and has previous service as a part-time Support Staff employee, seniority shall also be credited in accordance with Article 14.3.

An Employee hired into a permanent full-time position, shall earn service for all hours worked as an Appendix D.

An employee under this Appendix may be hired before the commencement of the leave of the bargaining unit employee to allow for appropriate ~~familiarization~~ 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.

UP 31 – On-call Union maintains proposal from U14

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 hundred and twenty-eight (128) hours per month. Notwithstanding the foregoing, no employee shall be prevented from voluntarily exceeding this maximum. **The on-call premium shall be three dollars (\$3.00) one dollar and seventy-five cents (\$1.75) per hour for all on-call hours up to the monthly maximum, and five (\$5.00) three dollars (\$3.00) per hour for an employee who voluntarily exceeds the monthly maximum.**

UP 32 13.2.1 Union maintains proposal from U14

13.2.1 Safety Devices and Equipment

13.2.1.1 Footwear

Where an employee is required by the College or by legislation, in order to perform their duties, to acquire and wear protective footwear, the employee shall provide the College with proof of purchase by March 1 each year and the College shall reimburse such employee, on the first pay day in April in each year, up to a maximum of **three hundred dollars (\$300)** ~~one hundred and seventy five (\$175.00)~~ ~~one hundred and fifty dollar (\$150.00)~~.

In situations other than the foregoing, the College may, in its discretion, (which discretion shall not be unreasonably exercised) reimburse such expense where it is recommended by the health and safety committee constituted under the Occupational Health and Safety Act.

13.2.1.2 Eye Protection

Where an employee is required by the College or by legislation, in order to perform their duties, to acquire and wear prescription eye protection, the employee shall provide the College with proof of purchase by March 1 each year and the College shall reimburse to such employee, on the first pay day of April in each year, up to a maximum of **one hundred dollars (\$100)** ~~thirty (\$30.00)~~ ~~twenty dollars (\$20.00)~~; in situations other than the foregoing, the College, may in its discretion, (which discretion shall not be unreasonably exercised) reimburse such expense where it is recommended by the health and safety committee constituted under the Occupational Health and Safety Act.

UP 40 Union maintains proposal from U14

12.3 Bereavement Leave

On the death of an employee's ~~parent, spouse (or common law spouse), child, stepchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild or guardian,~~ **family member (as defined in Article 12.10),** ~~an~~ the employee shall be granted leave of absence of three (3) or more days without loss of pay, ~~in order to attend at or make arrangements for the funeral~~ the duration of the leave to be at the discretion of the College. **Such leave shall not be unreasonably denied.** ~~On the death of an employee's aunt or uncle, an employee, upon request, shall be granted a leave of absence of one (1) day without loss of pay in order to attend the funeral.~~

UP 43 4.4

Union maintains proposal from U14

4.4.1 Sexual Harassment

The Colleges and the Union are aware of the provisions of the Ontario Human Rights Code that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition; - the complaint shall be made to as impartial a person as possible, being the President or designate and who is not the person against whom the complaint is made.
- **Any sexual harassment or violence investigation shall be handled by a qualified, trained investigator.**

Periodic complaint process updates will be provided in writing to the complainant, upon the complainant's request. Upon completion of an investigation, the complainant will be provided with a formal written notice informing them of the results of the investigation and corrective actions taken.

Complainants may appeal the results of the investigation within 30 days of receiving the formal notice.

All colleges shall have and maintain a policy with respect to workplace sexual harassment at the College, which must consider all members of the College community, including staff who have been harassed by students.

Upon each review of its sexual harassment and violence policy, the College shall conduct a community consultation that includes all employee groups (Admin, Support FT, Support PT, Academic FT & Academic PT), as well as a working group that includes at least 3 Full-Time Support Staff. The College will also consult the Union on the review at UCC.

The College shall provide comprehensive sexual harassment and human rights code training to all managers. The College shall provide mandatory sexual harassment and violence training to all staff.

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

At any point in the procedure the complaint may be referred to the Human Rights Tribunal of Ontario (HRTTO).

The timelines set out in Article 18 do not apply to complaints under this article, provided that the complaint is made within a reasonable time of the conduct complained of, or having regard to all the circumstances.

4.4.2 Bullying/Psychological Harassment

The College shall make reasonable provisions to ensure that employees have the right to be free from bullying/psychological harassment as defined within this article. The College and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.

Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:

- takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
 - affects an employee's dignity, or psychological or physical integrity, and/or results in a harmful work environment.
- Examples of bullying/psychological harassment include, but are not limited to, the following:
- berating/belittling an individual;
 - repeated unwarranted criticism;
 - undermining or deliberately impeding a person's work;
 - spreading malicious rumours or gossip that is not true;
 - physical gestures intended to intimidate, offend, degrade or humiliate an individual.

Reasonable action by a College, a manager and/or a supervisor in the course of managing the workplace is not bullying/psychological harassment. Examples of this include, but are not limited to, the following:

- the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;
- a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance.

The parties recognize that bullying/psychological harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;

- **Any bullying/psychological harassment complaint shall be handled by a qualified, trained investigator.**
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the President or their designate and who is not the person against whom the complaint is made;
- frivolous allegations of bullying/psychological harassment that are unfounded, shall be treated as a disciplinary offence, that could lead to dismissal;
- allegations found to be true, shall be treated as a disciplinary offence that could lead to dismissal.

Periodic complaint process updates shall be provided in writing to the complainant, upon the complainant's request.

Upon completion of an investigation, the complainant shall be provided with a formal written notice informing them of the results of the investigation and corrective actions taken.

Complainants may appeal the results of the investigation within 30 days of receiving the formal notice.

All colleges shall have and maintain a policy with respect to workplace bullying/psychological harassment at the College, which must consider all members of the College community, including staff who have been harassed by students.

Upon each review of its bullying/psychological harassment policy, the College shall conduct a community consultation that includes all employee groups (Admin, Support FT, Support PT, Faculty FT & Faculty PT), as well as a working group that includes at least 3 Full-Time Support Staff. The College will also consult the Union on the review at UCC.

The College shall provide comprehensive bullying/psychological harassment and human rights code training to all managers.

The College will provide mandatory bullying/psychological harassment training to all staff.

It is agreed that the complainant may choose a Union representative to assist them in presenting the complaint.

All colleges shall have and maintain a policy with respect to workplace bullying/psychological harassment at the College.

The timelines set out in Article 18 do not apply to complaints under this article, provided that the complaint is made within a reasonable time of the conduct complained of, or having regard to all the circumstances.

UP 44 LOU (NEW) Union maintains proposal from U14

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.

NOTE: "Parties" referred to include Colleges Ontario, College Presidents/Administration, and Support Staff across the province.

LOU (NEW) There shall be no college or campus closures, or college mergers for the life of the collective agreement.

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LOU (NEW) There shall be no staff reductions for the life of the collective agreement.

CEC's Proposal:

Union maintains proposal from U14

~~CEC proposes developing a Letter of Understanding on a joint EERC/JIC committee that, for the term of the agreement, will explore issues of:~~

~~—Financial sustainability of the Support Staff Benefits Plan~~

Union does not agree to this proposal

We reject the notion that benefits can be changed outside bargaining therefore, we reject this proposal