

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**

September 26, 2025

U21 – Mediation - Counter Package

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

Items that the Union agrees to Withdraw

UP 1 – 17.1.6 (NEW)

UP 2 – Gender Affirmation

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

UP 7 – Dental – Status Quo

UP 9 – STD - Remain Status Quo

UP 10 – JIC Raise Mechanism

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

UP 15 – Equivalency

UP 16 - 12.8 Special Leave with Pay

UP 18 – New Payband

UP 19 – Prescriptions at 100% - Remain Status Quo

UP 21 – Family Building

UP 29 – 14.3, 15.1, 15.4.5.2, 15.4.5.3, 15.4.1, 15.4.3, 15.4.7

UP 30 – 11.1 Vacation Entitlement – Remain Status Quo

UP 33 – Appendix J

UP 35 – Weight Cessation Meds

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

UP 37 – Appendix F

UP 38 – 15.4.6 Familiarization

UP 39 – Medical Notes

UP 41 – APPENDIX K – I/O Manual

UP 42 – 4.11 – Notification when on leave

UP 44 – LOU Funding

LOU – No Layoffs

LOU – No Mergers / Closures

Letters of Understanding

*** Any Letter of Understanding not listed below the parties have agreed to ***

The Parties agrees to renew the following:

Bill 124 – RENEW

Implementation of the New Job Evaluation System – RENEW

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

Long Term Disability – RENEW

Layoff/Recall Process – Bumping – RENEW

Job Postings – Other Colleges – RENEW

Conflict Between Booklet and Original Signed Version – RENEW

Parties agree with the following language from previous packages

UP 5 – 14.6.1 Employment Stability Committee (as per M08)

The parties agree ~~that meetings should take place on a regular basis~~ **to meet at least once in the Spring, Fall and Winter semesters at times that are mutually convenient.**

UP 8 - 8.1.6 Vision Care (as per M08)

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~~ **five** hundred **and fifty** dollars (\$~~550~~**550**.00) each two (2) years for persons eighteen (18) years of age and over and ~~four~~ **five** hundred **and fifty** dollars (\$~~550~~**550**.00) 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 20 - 8.1.7 Hearing Aids (as per M08)

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 **five hundred** dollars (~~\$3000~~) (**\$3500**) each three (3) years, per person, subject to eligibility requirements and enrolment requirements and the balance of the premiums shall be deducted by payroll deduction.

UP 22 – Appendix A (as per M08)

9. Benefits Entitlement Booklet

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

UP 25 - 15.6.1 Recall by Seniority (as per M08)

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 Lost

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 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 28 – 4.3.2 Employee Orientation (as per M08)

Where a College has a formal orientation meeting with a group of new employees, the Local Union will be given an opportunity to address the group during the meeting for the purpose of assisting the College in orienting the new employees to the College.

Where the College does not have a formal orientation, the College will schedule up to 15 minutes for a Union Local representative to meet with new employees in their first (1st) month of employment for Union Orientation.

UP 32 – 13.2.1

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 one hundred and ~~fifty~~ **seventy-five** dollars ~~(\$150.00)~~ **(\$175.00)**.

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 ~~twenty~~ **thirty** dollars (\$20.00) **(\$30.00)**; 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 34 – 6.9 Communication Outside of Work (as per M08)

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.

UP 43 4.4 Union maintains proposal from U17

4.4.1 Sexual Harassment

Add to the end

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

The time limits 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.

*****The balance of Article 4.4.1 remains status quo.**

5.6.1 Copy of Agreement (as per M08)

~~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,~~

Within **fourteen (14) days** after the signing of this Agreement, the College will post the Agreement on the College website.

5.6.1.1 Newly hired employees (as per M08)

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. Upon request of the new employee, the College shall provide a printed copy of the Collective Agreement.

5.6.1.2 All Employees (as per M08)

All employees shall have access to view and read the Collective Agreement from a College computer.

M01 – 11.6 Carry-Over (as per M08)

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. **Where the College is unable to schedule an employee's vacation, the employee may carryover all unused vacation days, which will be scheduled by the College in the following vacation year.**

(NEW) Letter of Understanding – Vacation Carry-Over Scheduling and Use Before August 31, 2027

There are employees with vacation carryover that exceeds the limits set out in Article 11.6. The parties agree that this carryover shall be scheduled by the College and taken by the employee no later than August 31, 2027.

15.2 Notice to Local Union (as per M08)

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 by the College, **including but not limited to staffing and financial information**, in formulating its tentative determination to undertake the action contemplated.

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months (as per M08)

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 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.

The following proposals are still outstanding.

UP 3 Union amends proposal from U17

12.2.2

In each year, the College shall grant to each employee up to five (5) days of leave to care for members of the employee's immediate family when they are ill. **Time off can be taken in increments as small as one (1) hour.**

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).

12.2.4 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.

UP 6 15.8 & Appendix I Amended in U18

The College shall not contract out existing work that is normally and customarily performed by employees within the Support Staff bargaining unit as defined in the *Colleges Collective Bargaining Act, 2008*, except as mutually agreed upon between the College and the Local through UCC. If the parties form such an agreement, the contracting out language within the collective agreement shall apply.

The College reserves the right to contract out work in emergency circumstances beyond the College's reasonable control. In such cases the College shall provide detailed information (i.e. type of work, duration of the contract, salary), to the Union.

UP 12 7.1, Appendix E Union amends proposal

GWl:

September 1, 2025, \$1.26 ATB

September 1, 2026, 3% ATB

September 1, 2027, 3% ATB

UP 13 3.2 (NEW) Amended in U18

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*.~~

The College agrees that Administrative Staff, including but not limited to managers and those in supervisory roles, 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* except for the purposes of onboarding, training, or in emergencies when Support Staff bargaining unit employees are not readily available.

UP 17 –NEW 4.6.4 - Changed number to fall under UCC article Union amends the proposal from U17

Reporting

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

1. 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~~

UP 23 Appendix L (NEW) - Union is working on something

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 – Union amends proposal (keep ER language but if it is removed from ESA ER will maintain)

(NEW) 12.8 Domestic or Sexual Violence Leave

An employee shall be granted a leave of absence if the employee a child of the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave of absence is taken for any of the following purposes:

1. To seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.
2. To obtain services from a victim services organization for the employee or the child of the employee.
3. To obtain psychological or other professional counselling for the employee or the child of the employee.
4. To relocate temporarily or permanently.
5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

Pursuant to the *Employment Standards Act, 2000*, the first five (5) days of the leave in each calendar year will be paid days by the College. The days may be taken intermittently or in one continuous period. The employee may be granted additional paid leave at the discretion of the College.

The College agrees that an employee who is the subject of domestic or sexual violence will not be subject to discipline if the absence or performance issue can be linked to the domestic or sexual violence.

Section 49.7 of the *Employment Standards Act, 2000* continues to apply.

Should the *Employment Standards Act, 2000* change and this provision be removed, or reduced, the College shall maintain the current level outlined above.

UP 27 Appendix D Union maintains proposal from U17

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 amends proposal from U17

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 one dollar and seventy-five cents (\$1.75) per hour for all on-call hours up to the monthly maximum, and three dollars (\$3.00) per hour for an employee who voluntarily exceeds the monthly maximum.**

As of March 1, 2027, these rates will increase to two dollars twenty-five cents (\$2.25) per hour for all on-call hours up to the monthly maximum, and four dollars (\$4.00) per hour for an employee who voluntarily exceeds the monthly maximum.

UP 40 Union amends their proposal

12.3 Bereavement Leave

On the death of an employee's parent, spouse (or common law spouse), child, stepchild, sibling, parent-in-law, sibling-in-law, child-in-law, grandparent, **chosen family**, spouse's grandparent, grandchild or guardian, **the an** 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 the sibling of an employee's parent, or the child of an employee's sibling, 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.

Note: For the purposes of Article 12.3, chosen family refers to important and established non-biological kinship bonds.

U5 – 15.3.3 (7.) The union maintains their position from U17

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.

17.3.4 Excluded Positions – Union maintains proposal from U17

When a College temporarily assigns an employee to the duties and responsibilities of a position excluded from the provisions of the 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)~~ **eighteen (18)** calendar months unless extended by agreement of the Local Union and the College.

The College will notify the Union Local of the employee's name, excluded position title, and the estimated duration of the assignment and when the employee returns to their home position.

18.4.2 Mediators/Arbitrators Union maintains proposal from U17

~~CEC proposes maintaining status quo OR removing Bendel and adding either M. Wright, D. Webb or C. Johnston~~

Union wants to remove Bendel