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 27, 2025

U23 – Mediation Document

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.



<u>Legend</u> **Bold** – new language
Strikeout – deletion

UP 6 15.8 & Appendix I Amended in U22

(NEW) APPENDIX I - Contracting Out

It is agreed that no bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out their work.

However, contracting out to an employer who will employ the employee with comparable terms and conditions of employment is not a breach of this Appendix.

An employee given notice of layoff or reassignment as a result of their work being contracted out may elect to take an unpaid leave of absence of up to one (1) year eighteen (18) twenty-four (24) months, in order to accept a job offered by the contractor. The leave will begin on the date that the employee commences employment with the contractor. If the employee wishes to return to the College, they must provide at least one hundred and twenty (120) ninety 90 calendar days written notice of their intention to return at the end of the leave.

The employee shall have access to Article 15.7.1, Tuition Fee.

The College will then apply Article 15.4.3, as appropriate. If no position can be identified pursuant to Article 15.4.3, no new notice of layoff under 15.4.4.1 need be provided to the employee.

The College will not provide wages or benefits to the employee during the leave.

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 13 3.2 (NEW) Amended in U22

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.