À : Christine Kelsey et le comité de négociation du SEFPO

De : Pascal Bessette et le comité de négociation du CEC

Date : 28 septembre 2025

La présente lettre vise à commenter l'état des négociations et à présenter la réponse du CEC à la proposition syndicale U23. **<u>Nous vous prions de transmettre une copie de cette lettre et de la proposition patronale ci-jointe (M12) à l'ensemble du personnel de soutien à temps plein afin que les membres comprennent l'avancement des discussions</u>**.

Comme vous le savez, une médiation dirigée par une personne nommée par le gouvernement a eu lieu le vendredi 26 septembre 2025. Les parties se sont réunies pendant environ 15 heures ce jour-là. Compte tenu des progrès observés, la médiation s'est poursuivie le samedi et le dimanche.

Au cours de ces rencontres, le CEC a présenté de nouvelles bonifications, notamment en ce qui concerne les salaires, les indemnités de disponibilité et les congés pour deuil. Le CEC a aussi proposé des protections accrues liées aux changements technologiques et au recours à la sous-traitance. De son côté, le syndicat a retiré ses revendications concernant l'interdiction des fermetures de campus et des réductions d'effectifs pour toute la durée de la convention collective. Un résumé des améliorations et des ajouts proposés par le CEC à ce jour est présenté ci-dessous.

Malgré les progrès réalisés, tard samedi soir, le syndicat a déposé sa proposition U23. Celle-ci ne comportait que deux demandes : (1) interdire toute sous-traitance sans l'approbation préalable du syndicat ; (2) imposer des imposer des restrictions liées aux tâches effectuées par l'unité de négociation, ce qui limiterait la collaboration au service de la population étudiante. Le syndicat a également indiqué, en présence de la personne médiatrice, qu'un accord sur au moins une de ces demandes constituait une condition préalable à la présentation d'une proposition complète sur les autres points encore en discussion.

De plus, les propositions du syndicat sur la sous-traitance et le travail de l'unité de négociation dans la proposition U23 sont bien plus restrictives que celles présentées plus tôt le même jour dans la proposition U22. Il devient difficile de conclure une nouvelle convention lorsque le syndicat revient sur des positions déjà avancées. Négocier en repoussant l'horizon, c'est effacer les progrès que nous avions réalisés ensemble.

Cette approche ne favorise pas la conclusion d'une entente, et le CEC a réaffirmé à plusieurs reprises que ces deux demandes sont inacceptables.

Quoi qu'il en soit, vous trouverez ci-joint une nouvelle proposition complète du CEC, la proposition M12, qui prévoit deux protections additionnelles importantes liées à la sous-traitance, présentées à l'annexe I. Premièrement, elle accorde aux membres du personnel un délai de deux ans (plutôt qu'un an) pour décider s'ils souhaitent réintégrer le collège. Deuxièmement, elle ouvre l'accès aux dispositions de l'article 15.7.1, offrant ainsi de meilleures possibilités de réintégrer le collège dans une autre fonction à l'intérieur de cette période de deux ans.

Le personnel de soutien joue un rôle essentiel dans la réussite des collèges. Nous espérons mettre fin à cette grève afin que le personnel puisse reprendre ses activités. Les améliorations prévues dans la proposition M12, ainsi que l’ensemble des mesures présentées ci-dessous, peuvent servir de base au renouvellement de la convention collective.

Si tel n’est pas le cas, les parties demeureront malheureusement dans l’impasse et la grève se poursuivra.

Nous vous prions de nous en informer.

Cordialement,

Pascal Bassette
Président, Comité de négociation du personnel de soutien à temps plein du CEC

p. j. : Proposition M12 du CEC

130 Queens Quay East, Suite 606, Toronto, ON M5A 0P6 | 130, rue Queens Quay Est, Bureau 606, Toronto, ON M5A 0P6
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RÉSUMÉ DES AMÉLIORATIONS PROPOSÉES PAR LE CEC

Au nom des Collèges d’arts appliqués et de technologie de l’Ontario (CAAT), le Conseil des employeurs des collèges (CEC) a soumis au Syndicat des employés de la fonction publique de l’Ontario (SEFPO) une proposition destinée au personnel de soutien à temps plein. Cette offre rassemble les mesures liées à la rémunération, aux avantages sociaux et aux dispositions contractuelles dans un ensemble cohérent en vue d’un règlement global.

Principales dispositions financières

- **Augmentations salariales générales (ASG)** : 2,25 % à compter du 1er septembre 2025, puis 2 % en 2026 et en 2027.
- **indemnité de cessation d’emploi bonifiées** : Hausse de 50 % de l’indemnité versée au personnel touché par une mise à pied.
- **Primes de quart** : Portées à 1,25 $/heure (de 17 h à minuit) et à 1,75 $/heure (de minuit à 6 h).
- **Indemnité de disponibilité sur appel** : 1,75 $/heure jusqu’à 128 heures par mois ; 3,00 $/heure en cas de dépassement volontaire, avec une bonification à 2,00 $/heure et 4,00 $/heure à compter du 1er mars 2027.

Améliorations aux avantages sociaux

- **Report de vacances** : Possibilité de reporter des jours non utilisés au-delà du maximum de trois semaines.
- **Soins de la vue** : Couverture portée à 550 $ (tous les deux ans pour les adultes ; chaque année pour les enfants de moins de 18 ans).
- **Prothèses auditives** : Couverture portée à 3 500 $ tous les trois ans.
- **Équipement de protection** : Remboursement augmenté à 175 $ pour les chaussures et 30 $ pour les lunettes correctrices de protection.
- **Congé en cas de violence familiale ou sexuelle** : Cinq jours payés par année, avec possibilité de prolongation à la discrétion de l’employeur.
- **Livret des avantages sociaux** : Obligation de tenir un registre documenté des modifications.
- **Congé de deuil** : Reconnaissance de la famille choisie.

Dispositions relatives à la sécurité et aux conditions d’emploi

- **Comité de stabilité de l’emploi** : Réunions régulières chaque semestre et précisions sur l’information transmise au comité pour lui permettre de remplir son mandat.

- **Droits de rappel** : Prolongés à 18 mois pour le personnel comptant moins de 24 mois de service.
- **Sous-traitance (annexe I)** : Prolongation des délais (de 1 à 2 ans) pour le personnel qui prend un congé afin de travailler pour une entreprise sous-traitante, ainsi qu'accès à des frais de scolarité de 20 $ pour les programmes et cours collégiaux approuvés, conformément à l'article 15.7.1.
- **Changements technologiques** : Nouvel article qui reprend un libellé comparable à celui prévu pour le personnel enseignant, concernant l'avis préalable et la recherche de solutions conjointement avec le comité de stabilité de l'emploi.

Autres dispositions clés

- **Accueil du personnel** : Rencontre de 15 minutes avec les nouvelles personnes embauchées lors de l'orientation ou durant le premier mois.
- **Communications hors horaires de travail** : Aucune attente de réponse en dehors des heures de travail, sauf en cas d'urgence.
- **Harcèlement sexuel en milieu de travail** : Renforcement des protections conformément au *Code des droits de la personne de l'Ontario*, avec prolongation des délais pour déposer un grief.
- **Affichages et exemptions** : Réexamen des candidatures si un poste se libère dans les six mois ; prolongation de l'accumulation de l'ancienneté pour les affectations temporaires à des postes exclus (de 12 à 18 mois).
- **Lettres d'entente** : Renouvellement des ententes existantes (loi 124, ILD, mises à pied/rappels, affichages de postes, etc.).

Français a suivre

Full-Time Support Staff Bargaining 2025 M12 – CEC'S Comprehensive Package Proposal

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)
September 28, 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

****** Any OPSEU proposal not referenced herein is rejected ******

****** CEC presents M12 as a package proposal ******

UP 5 – 14.6.1 Employment Stability Committee

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

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 ($**55**0.00) each two (2) years for persons eighteen (18) years of age and over and four **five** hundred **and fifty** dollars ($**55**0.00) 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 12 – 7.1, Appendix E - *CEC maintains its proposal from M11*

September 1, 2025: 2.25% ATB

September 1, 2026: 2.0% ATB

September 1, 2027: 2.0% ATB

UP 20 - 8.1.7 Hearing Aids

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

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

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 26 – *CEC agrees to the Union's proposal in U21*

(NEW) 12.8 Domestic or Sexual Violence Leave

An employee shall be granted a leave of absence if the employee or 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 – Temporary Employees

CEC proposes the mutual withdrawal of Appendix D proposals.

UP 28 – 4.3.2 Employee Orientation

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 31 – 6.4 On-Call – *CEC amends its proposal from M09*

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.**

Effective March 1, 2027, the on-call premium shall be two dollars ($2.00) 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 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** dollar**s** (~~$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

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.

5.6.1 Copy of Agreement

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

UP 40 - 12.3 Bereavement Leave – *CEC agrees to the Union's proposal from U21*

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.

UP 43 - 4.4 Harassment

4.4.1 Sexual Harassment

[…]

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 remains status quo.***

M01 – 11.6 Carry-Over

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.

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months

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.

17.3.4 Excluded Positions – *CEC maintains its proposal from M09*

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.

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~~ **twenty-four (24) months**, in order to accept a job offered by the contractor. **The employee may utilize the entitlements set out in Article 15.7.1 during this time**. 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 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.

15.2 Notice to Local Union

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.

15.11 Technological Change

15.11 This Article shall apply when the College introduces new technology in the form of new equipment or process substantially different in nature or design from that previously in effect which has the initial effect of displacing an employee from the employee's position or more than one employee from their positions.

In such circumstances, the College will provide the Union Local and the ESC at least 90 calendar days before the date on which the technological change is introduced with a description of the change and the approximate number of employees likely to be directly affected by the change. The ESC shall meet to discuss the effect on the employment status of employees directly affected and possible measures to reduce adverse effects of the technological change including discussion of developmental opportunities for employees for possible assignment to other positions within the College or assisting in a change of career for employees with suitable qualifications.

The ESC may have other persons at its meetings to assist in examination of the circumstances regarding the technological change.

The ESC may make recommendations on the measures for developmental opportunities or possibilities of other assignments, or other measures to assist the College and employees affected by the technological change.

Following the effective date of the technological change a reduction of employees resulting therefrom shall be carried out pursuant to Article 15.

Where it is considered mutually desirable that the Union Local and the College set out in writing the measures to be applied to any resolution reached in accordance with this Article, it shall be signed by the parties and shall have the effect of a provision of this Agreement and be subject to Article 18, Complaints/Grievances, but shall not continue beyond the terms of this Agreement as currently in effect.

Letters of Understanding

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

The CEC 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

Items that CEC will Withdraw

CEC withdraws the following non-monetary proposals:

5.6.2 Printing of Agreement

6.2.1 Split Shifts

13.4 Video Display Terminals

15.4.4.2 Position Outside Forty (40) Kilometres

15.4.3 Bumping Procedure

15.4.5 Displacement

18.4.2 Mediators/Arbitrators – ***CEC proposes maintaining status quo***

(NEW) Letter of Understanding – Support Staff Benefits Plan Sustainability