



# Full-Time Support Staff Bargaining 2025

# M04 - CEC Comprehensive Non-Monetary 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)

August 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

This comprehensive non-monetary package requires the Union to accept the positions set out below in the four following areas in their entirety:

- 1. Items that CEC will Accept
- 2. Items that CEC will Withdraw
- 3. Items Transferred to Monetary
- 4. Items that the Union must Withdraw

#### (1) Items that CEC will Accept

#### **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 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 guits;
- 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**

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 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.

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# 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 <u>fourteen (14) days</u> after the signing of this Agreement, the College will post the Agreement on the College website.

# 5.6.1.1 Newly hired employees

# 5.6.1.2 All Employees

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

#### 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.

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# 17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months

Where a position is posted in accordance with Article 17.1 and <u>either</u> the successful applicant leaves the position within six months of assuming it <u>or there is an additional vacancy for the same position reporting to the same first level manager within <u>six (6) months of posting</u>, 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.</u>

#### 17.3.4 Excluded Positions

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.

# **Letters of Understanding**

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

\*\*\* Without prejudice to the CEC's position that the following Letters of Understanding are spent and should be removed, the CEC will agree to renew the following: \*\*\*

**BIII 124 - RENEW** 

Implementation of the New Job Evaluation System - RENEW

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

The CEC agrees to renew the follows:

Long Term Disability – RENEW

Layoff/Recall Process - Bumping - RENEW

**Job Postings – Other Colleges – RENEW** 

**Conflict Between Booklet and Original Signed Version – RENEW** 

# (2) 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
- 15.2 Notice to Local Union
- 15.4.4.2 Position Outside Forty (40) Kilometres
- 15.4.5 Displacement
- 18.4.2 Mediators/Arbitrators CEC withdraws and maintains status quo
- 18.5.1.2 Limitation on Grievance Filing

#### (3) Items Transferred to Monetary

The parties to defer discussion on the following proposals until monetary items:

**Appendix D – Temporary Employees** 

6.4 On-Call

# (4) Items that the Union must Withdraw

The CEC's Comprehensive Non-Monetary Proposal is conditional on the Union's withdrawal of:

**UP 1 – 17.1.6 (NEW)** 

U4 - 18.4.2 Mediators/Arbitrators

U5 - 15.3.3(7.) and 15.4.3

**UP 15 – 17.1.1 Consideration – Bargaining Unit Employees** 

**UP 17 – 4.11/4.6.4 Reporting** 

UP 22 – Remove Union proposal "There shall be no changes to the Benefit Entitlement Booklet without approval of the JIC."

UP 25 – Remove Union proposal to strike out "Recall rights are limited to positions equal to or less than the person's former payband".

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

UP 33 - Appendix J

UP 37 - Appendix F

UP 38 - 15.4.6 Familiarization

UP 41 – Appendix K

**UP 44 – LOU**