



COLLEGE
EMPLOYER
COUNCIL

CONSEIL DES
EMPLOYEURS
DES COLLÈGES



Full-Time Support Staff Bargaining 2025

M09 – 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 26, 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 M09 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 (\$**550**.00) each two (2) years for persons eighteen (18) years of age and over and four **five** hundred **and fifty** dollars (\$**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 12 – 7.1, Appendix E

September 1, 2025: 2.0% 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 24 – 7.5 Shift Premium

CEC provided a sign-off sheet on August 31st, 2025 and awaits the Union's signature on this agreed-to item:

The College shall pay a shift premium of ~~seventy-five (75) cents~~ **one dollar and twenty-five cents (\$1.25)** per hour for all regular hours worked between 5 p.m. and midnight and ~~one dollar (\$1.00)~~ **one dollar and seventy-five cents (\$1.75)** per hour for all regular hours worked between midnight and 6 a.m. Where more than fifty per cent (50%) of the hours worked on any regular shift fall within a period attracting the higher premium, the higher premium shall be paid for all regular hours worked.

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 counter-proposes the following

(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.

UP 27 – APPENDIX D – Temporary Employees

CEC maintains its proposal from M05 and the balance of Appendix D remains status quo.

CEC's Proposal from M01:

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

NEW (numbering to be determined)

If an employee is the successful internal candidate for a position 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.

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

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.

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

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 43 - 4.4 Harassment

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 their designate and who is not the person against whom the complaint is made.

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

At any point in the procedure the complaint may be referred to the Human Rights Commission.

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

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.

(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) 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 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.

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

(NEW) Letter of Understanding – Enhanced Severance Payments

CEC agrees to the Union's counter-proposal in U14. CEC provided the Union with a sign-off sheet on August 31st, 2025 and awaits the Union's signature on this agreed-to item.

(NEW) LOU Notification of Artificial Intelligence (AI)

Where the College plans to introduce AI that directly results in the layoff of an employee who has completed the probationary period, the College shall give written notification to the Local Union President no less than thirty (30) days prior to written notice being provided to the affected employee pursuant to Article 15.

At the Local Union's request, the parties shall meet within five (5) working days to discuss the AI change and potential alternatives to minimize the impact on the affected employee.

If the College determines that new or greater skills are required than are already possessed by the affected employee(s) under present methods of operation, the College may provide such employee(s) with a reasonable period (as determined by the College) to acquire skills necessitated by the introduction of AI. The Employment Stability Fund shall be used to offset any costs associated with acquiring the necessary skills and the Employment Stability Committee shall be notified of the use of the funds. There shall be no reduction in pay and benefits during this period.

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

***** The CEC's Comprehensive Proposal *****