To: Pascal Bessette and the College bargaining committee

From: Christine Kelsey and the Full-Time Support Staff Bargaining Team

Date: September 28, 2025

This letter is intended to address the state of bargaining and provide the Union's response to the Colleges' last comprehensive package proposal, M12.

The Union greatly appreciates the ongoing efforts of the Ministry-appointed mediator, which began on September 26. We remain committed to achieving a fair and equitable agreement.

In good faith, the Union carefully considered the Colleges' concerns regarding two Letters of Understanding (LOUs) which have been referred to in the CEC's communications, and in the media, as "poison pills" – namely, a temporary moratorium on campus closures/mergers and staff reductions.

These LOUs were an attempt to stabilize the system for students and workers alike. Sweeping cuts have led to 10,000 jobs lost across Ontario colleges this year alone. On Friday, our first day of mediation, Georgian College announced the closures of its Orillia and Muskoka campuses – a decision which has devastated surrounding communities.

The Colleges have maintained that these two LOUs block the path to a deal. As a gesture of our commitment to the bargaining process, we have unconditionally removed these LOUs, withdrawn our proposal for collaboration on seeking college funding, and removed many other outstanding items from our proposal package.

Given the ongoing sector-wide layoffs, and emerging concerns about the scope of outsourcing being explored by the Colleges, job security remains a pressing concern. Specifically, priority proposals enshrine protections against the elimination of jobs through contracting out, limits on managers performing bargaining unit work, and protections from technological change.

Despite this, the Colleges have consistently failed to engage meaningfully on genuine job security throughout bargaining. **None of the Colleges' proposals have the effect of preventing the loss of a single job.** This is troubling, especially given our clear communication well before our strike deadline on September 10, that any agreement must include job security provisions.

Our intense bargaining efforts have yielded limited improvements to wages, benefits, on-call pay and shift premiums. We have seen severance payment enhancements, and some adjustments to bereavement leave. Still, these changes fall far short of addressing our core concern: saving jobs.

The Colleges' proposals on technological change and contracting out only create pathways for layoffs, or provide extended notice. True job security means owning our work and ensuring jobs are not eliminated, not merely bumping another member after a layoff.

The Colleges' most recent package claims "additional protections for contracting out", which instead involve: 1) extending the timeline for employees whose positions are already contracted out to try to return to the College, and 2) providing tuition discounts for employees whose positions are already contracted out.

The CEC's proposed "improvements" streamline job losses – our proposals protect the integrity and continuity of support staff roles.

This weekend, the Union showed considerable willingness to compromise, hoping the Colleges would see this as an olive branch.

We received a mandate from our Local President to ensure that workers, who have now been on strike eighteen (18) days, would see measurable improvements on core job security demands. Instead, the Colleges remained intransigent and uncompromising in the face of this mandate.

The Colleges also regressed on extending protections to Appendix D (temporary) employees, retracting language they had previously tabled and which was agreed to in principle earlier the same day.

We provided the first pass when mediation began Friday, in spite of a lack of employer response to our last pass from September 10. Now counting the proposal accompanying this letter, the Union has sent **seven** packages over the table. The CEC has responded with **four**.

For three days, we have re-formulated variations of proposals designed to reach a deal – only to face stone-walling on core demands.

We have repeatedly made it clear that our members are on strike to save jobs. We want to return to work to support our students, but we need to see commitment at the table that will make some guarantee there are jobs to come back to.

Enclosed with this letter is our seventh complete Union proposal, U24. We emphasize again, that a path to settlement must include provisions to protect existing jobs, not just manage job loss. A settlement must include **UP6 - No Contracting Out** and/or **UP13 - No Managers Doing Support Staff Work**.

We hope the Colleges appreciate the growing pressure on students, which is routinely making headlines, and will prioritize sending striking workers back to our work supporting student success. The improvements in U24 can form the basis of a renewed collective agreement.

We will continue to fight for our jobs. We are prepared to return to the bargaining table this week should the College bargaining committee ask the Mediator to call us back.

Please advise.

Yours truly,

Christine Kelsey and the Full-Time Support Staff Bargaining Team

Ontario Public Service Employees Union | www.opseu.org

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Syndicat des employés de la fonction publique de l'Ontario | www.sefpo.org

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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 28, 2025

U24 – 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.

OPSEU SEFPO Ontario Public Service Employees Union Syndicat des employés de la fonction publique de l'Ontario

Legend
Bold – new language
Strikeout – deletion

September 28, 2025

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 - (withdrawn in U20 without condition of the package)

LOU – No Layoffs - (withdrawn in U20 without condition of the package)

LOU – No Mergers / Closures - (withdrawn in U20 without condition of the package)

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 ($**55**0.00) each two (2) years for persons eighteen (18) years of age and over and ~~four~~ **five** hundred **and fifty** dollars ($**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 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 26 – Agree as per M10

(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.

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

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. <u>**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.**</u>

UP 31 – On-call Agreed as per M10

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.**

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~~ **<u>seventy-five</u>** dollar**<u>s</u>** (~~$150.00~~) **<u>($175.00)</u>**.

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~~ **<u>thirty</u>** dollars (~~$20.00~~) (**<u>$30.00)</u>**; 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)

<u>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.</u>

UP 40 (As per M12)

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, **<u>chosen family,</u>** 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 (As per M12)

4.4.1 Sexual Harassment

Add to the end

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

<u>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.</u>

******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 **<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 (as per M08)

<u>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.</u>

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 U21

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 <u>in the same</u> increments <u>as time taken through Short Term Disability (Article 8.1.9)</u>.**

UP 12 7.1, Appendix E Union amends proposal

GWI:
September 1, 2025, **$1.26** ATB
September 1, 2026, **2.5%** ATB
September 1, 2027, **2%** ATB

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

Reporting

The College shall provide the <u>Local Union</u> with a quarterly report identifying departmental overtime and lieu time <u>for bargaining unit members</u>, including but not limited to total overtime hours worked per department

UP 23

(NEW) 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.

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

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.

UP 27 Appendix D Union maintains proposal from U17

The remaining provisions of the article remain status quo, unless stated below

6. The employee shall be entitled to the provisions of Articles **4.4**, 6.6, 7.5, and 10 of the Agreement.

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.

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 <u>and when the employee returns to their home position.</u>

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

We emphasize again, that a path to settlement must include provisions to protect existing jobs, not just manage job loss. A settlement must include UP6 - No Contracting Out and/or UP13 - No Managers Doing Support Staff Work.

UP 6 15.8 & Appendix I Holding position from U23

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.

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) Holding position from U23

3.2 Support Staff Work

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.