### **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

August 19, 2025

U6 - Response to M02 and M03

### 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

### CEC's Counterproposal (M2) – July 23, 2025

### **CEC** makes the following counterproposal.

### 4.2 List of Part-Time Employees DELETE

Once every four (4) months In the second week of February, October and June, the Local Union shall be provided with an electronic list of persons regularly employed for twenty-four (24) hours per week or less, who have been employed continuously for two (2) months or more and persons hired for projects of a non-recurring kind. The College shall supply the list showing the name, start date, anticipated termination date if known, job performed, department, payband, estimated average hours per week, and regular work location, of each such employee.

Within ten (10) days of receipt of the said list, the Local Union may request that it be discussed at a meeting of the Committee constituted under Article 4.6.2. At such a meeting the College shall provide explanations for assigning work on the basis of part-time and full-time assignments, and the nature of any projects of a non-recurring kind for which people were hired in the preceding four (4) months. The College shall consider any representations which the Local Union may make with respect to the assigning of work on a full-time or part-time basis; concerning the feasibility of converting part-time to full-time assignments; and concerning the staffing of positions resulting from projects of a non-recurring kind.

[Remainder of article remains the same]

### **Union Response**

### 4.2 List of Part-Time Employees DELETE

Once every four (4) months In the second week of February, June, and October and June, the Local Union shall be provided with an electronic list of persons regularly employed for twenty-four (24) hours per week or less, who have been employed continuously for two (2) months or more and persons hired for projects of a non-recurring kind. The College shall supply the list showing the name, start date, anticipated termination date if known, job performed, department, payband, estimated average hours per week, and regular work location, of each such employee.

[Remainder of article remains the same]

### Union changed order of months

### CEC's Counterproposal (M2) – July 23, 2025

### **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.

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. All employees shall have access to view and read the Collective Agreement from a College computer. Upon request of the employee, **OPSEU** shall provide a printed copy of the Collective Agreement.

Within **fourteen (14) days** after the signing of this Agreement, the College will post the Agreement on the College website.

Delete 5.6.2 and renumber subsequent articles

### 5.6.2 Printing of Agreement

The cost of printing the Collective Agreement booklets will be shared equally by the Council and the Union subject to mutual agreement as to format and production arrangements.

### **Union Response**

### **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.

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. All employees shall have access to view and read the Collective Agreement from a College computer. Upon request of the employee, **the College OPSEU** shall provide a printed copy of the Collective Agreement.

Within **fourteen (14) days** after the signing of this Agreement, the College will post the Agreement on the College website.

### **5.6.2** Printing of Agreement

The cost of printing the Collective Agreement booklets will be shared equally by the Council and the Union subject to mutual agreement as to format and production arrangements.

### **CEC's Proposal (M1)**

### 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 the rationale used by the College in formulating its tentative determination to undertake the action contemplated.

CEC's Response (M2) – July 23, 2025 CEC does not accept the Union's proposal and maintains its proposal from M1.

### **Union Response**

Union does not agree with proposed change above and tables the changes below.

### 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 the rationale used by the College, specifically but not limited to pertinent staffing and financial information, in formulating its tentative determination to undertake the action contemplated.

### CEC's Response (M2) – July 23, 2025

CEC will withdraw its proposals on 15.4.3, 15.4.4.2, and 15.4.5 if the Union withdraws its proposals UP 25, UP 29, and accepts the Employer's response of July 10, 2025, regarding 15.6.1 and 15.10 (extending recall rights to 18 months).

### **Union Response**

The Union proposes the following changes as a package.

Change to Art 14.3 and 15.4.3 (below)

Accepting July 10, 2025 response to Art. 15.6.1 and 15.10 (below)

### 14.3 Transfer Into Union

A person employed by the College, who is transferred into the bargaining unit, will be accorded full seniority **and service**, upon completion of the probationary period, based on length of service. Part-time support staff employees transferred into the bargaining unit, after November 14, 1991, shall have their seniority **and service** prorated, upon completion of their probationary period, based on a proration of hours of the part time position to the hours of the full-time position using 1820 hours per year as constituting the hours of the full-time position. It is understood, however, that for the purposes of the application of Article 15.4, administrative staff and employees in the academic staff bargaining unit, who are transferred into the bargaining unit shall be entitled to exercise only that portion of their seniority, if any, accumulated as an employee in the bargaining unit or what formerly was the bargaining unit.

### 15.4.3 Bumping Procedure

The employee so identified shall be assigned by the College to the first position determined in accordance with the following sequence:

- to a vacant position in the same payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to a vacant position in a higher payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee within their same payband provided they can satisfactorily perform the core duties and responsibilities of the job and they have greater seniority. If there is no such position then;

- to a vacant position in the payband with a maximum rate one lower than the employee's own payband provided they can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee in the payband with a maximum rate one lower than the employee's own payband provided they can satisfactorily perform the core duties and responsibilities of the job and they have greater seniority;
- the provisions of the last two sections shall be repeated until all paybands have been reviewed in descending order of maximum rate and either a vacant position or a position held by a more junior employee is identified and the employee affected can satisfactorily perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid off.

#### 15.6.1

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 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.

### 18.4.2 Mediators/Arbitrators

CEC Response July 23, 2025: Awaiting Union response on outstanding arbitrators as per union presentation on July 22, 2025.

### **18.5.3.1** Arbitrators

CEC Response July 23, 2025: Employer does not agree with Union's proposed names and does not agree that additional arbitrators need to be added for classification grievances.

### **Union response**

### 18.4.2 Mediators/Arbitrators

Union is discussing C. Johnston, D. Webb, M. Wright

### 18.5.3.1 Arbitrators

Union can agree to not increase the Arbitrators to Classification grievances.

### **CEC's Proposal (M1)**

### NEW 18.5.1.2 <u>Limitation on Grievance Filing</u>

Position Description Forms (PDFs) that are reclassified as a result of a settlement between the parties or an arbitration award shall not be the subject of a subsequent grievance for a period of twenty-four (24) months following the date of same.

CEC's Response (M2) – July 23, 2025 The CEC maintains its proposal.

### **Union Response**

The Union maintains its position that it does not agree to add this new Article

### CEC's Counterproposal (M2) – July 23, 2025

### 18.5.5.1 Restrictions

The sole Arbitrator or Arbitration Board is restricted to determining whether the grievor's PDF accurately reflects their assigned job content (where disagreement exists) and to determining whether the grievor's job is properly evaluated pursuant to the CAAT Full-Time Support Staff Job Evaluation Manual.

The sole Arbitrator or Arbitration Board may not consider any examples of "regular & recurring" and/or "occasional" activities or responsibilities in excess of the number provided for in the PDF template.

Where the job content is disputed, each of the grievor and the College may submit the number of "regular & recurring" and/or "occasional" activities or responsibilities provided for in the PDF template.

### **Union Response**

The Union agrees to this language

### CEC's Proposal (M1) APPENDIX D - Temporary Employees

4. An employee under this Appendix may be hired before the commencement of the leave of the bargaining unit employee to allow for appropriate cross-training. 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 orientation completed.

### (renumber subsequent)

Balance of Appendix D remains unchanged

### **CEC's Response (M2) – July 23, 2025**

CEC provided the Union with clarification in respect of the familiarization period and awaits the Union's response.

### **Unions Response**

Union has tabled language on Appendix D. We will discuss this with the rest of Appendix D.

### **CEC's Proposal (M1)**

### **Review and Update the Letters of Understanding**

Long Term Disability - DELETE THIS HAS BEEN INCORPORATED INTO THE LTD PLAN

Layoff/Recall Process – Bumping – DELETE

Job Postings – Other Colleges – DELETE

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

Conflict Between Booklet and Original Signed Version – DELETE

Lead Hand Definition - DELETE THIS IS PROPOSED INTO BODY OF CA SEE ABOVE

Implementation of the New Job Evaluation System – DELETE

Bill 124 – DELETE

### **CEC's Response (M2) – July 23, 2025**

CEC maintains its proposals on the Letters of Understanding.

### **Union Response**

Long Term Disability – Renew

Layoff/Recall Process – Bumping – Renew

Job Postings – Other Colleges – Renew

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

Conflict Between Booklet and Original Signed Version – Renew

Lead Hand Definition - DELETE THIS IS PROPOSED INTO BODY OF CA SEE ABOVE

Implementation of the New Job Evaluation System – Renew

Bill 124 – Renew

### **UP 1 - 17.1.6 (NEW)**

### The Employer shall fill vacancies within 12 weeks of the position becoming vacant.

### CEC Response of July 24, 2025

The CEC does not accept OPSEU's package proposal in U5.

### **Union Response**

The union maintains it position that this be included in the collective agreement.

### **UP 1 - 17.1.6 (NEW)**

The Employer shall fill vacancies within 12 weeks of the position becoming vacant.

### **UP 5 - 14.6.1**

### **Employment Stability Committee**

The parties will establish an Employment Stability Committee (ESC) of up to three (3) persons appointed by the Local Union and up to three (3) persons appointed by the College to undertake the responsibilities contained within Articles 14.6 and 15.3.

The parties agree that meetings should shall take place on a regular basis.

Members shall not suffer any loss of pay during regular working hours when required to leave their duties temporarily for the purpose of attendance at meetings. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor, and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend meetings shall not be unreasonably withheld consistent with College operating requirements.

### **CEC Response of July 24, 2025**

**CEC** makes the following counterproposal:

All aspects of article remain status quo except:

The parties agree that meetings should shall take place on a regular basis at times that are mutually convenient.

### **Union Response (Added last sentence)**

All aspects of article remain status quo except:

The parties agree that meetings should shall take place on a regular basis at times that are mutually convenient. Requests for meetings shall not be unreasonably denied.

### UP 11 – Appendix A

Joint Insurance Committee Full-Time Support Staff 4. Duties of Committee

**CEC Response of July 24, 2025** 

**CEC** makes the following counterproposal:

- 4. Duties of Committee
- (viii) Management will be responsible for the recording of the public and incamera Minutes that will represent the major subject matters discussed.

The Minutes shall be signed by the Co-Chairpersons of the Committee.
The draft Minutes will be distributed to all members within a reasonable time following each meeting. At the next meeting of the JIC, the Committee will move for approval of the Minutes with any agreed upon amendments, additions or deletions to the Minutes. The Minutes shall be signed by the Co-Chairpersons of the Committee.

Each party may distribute copies of the approved public Minutes to their respective principals as they see fit. The approved Minutes will be posted on both-OPSEU/SEFPO's and the CEC's website. In camera minutes will not be posted or distributed outside of the Committee.

### **Union Response**

Amended the language to delete posting

- 4. Duties of Committee
- (viii) Management will be responsible for the recording of the public and incamera Minutes that will represent the major subject matters discussed.

The Minutes shall be signed by the Co-Chairpersons of the Committee. The draft Minutes will be distributed to all members within a reasonable time following each meeting. At the next meeting of the JIC, the Committee will move for approval of the Minutes with any agreed upon amendments, additions or deletions to the Minutes. The Minutes shall be signed by the Co-Chairpersons of the Committee.

Each party may distribute copies of the approved public Minutes to their respective principals as they see fit. The approved Minutes will be posted on

both OPSEU/SEFPO's and the CEC's website. The approved in camera minutes will not be posted or distributed outside of the Committee.

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

CEC Response of July 24, 2025

The CEC maintains its response to UP 15. The CEC recognizes the importance of the ongoing work in respect of Indigenous knowledge. The CEC is firmly of the view that the consultation process should take place outside of the collective bargaining process and centre Indigenous voices from the outset, and not after a collective agreement is concluded. The CEC engaged in this process with the academic bargaining unit and the Indigenous collegiate community communicated the significant harm that this process caused in the way it unfolded. That process is still underway, and no other steps should be taken in this round of collective bargaining.

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

Union maintains its position.

Consideration – Bargaining Unit Employees

When a vacancy occurs and employees within the bargaining unit at the College apply, the College shall determine the successful candidate based on the qualifications, experience and seniority of the applicants in relation to the requirements of the vacant position. Where the qualifications and experience are relatively equal, seniority shall govern, provided the applicant has the necessary qualifications and experience to fulfil the requirements of the position.

### The College shall follow the equivalency procedure as outlined in Appendix L for the purposes of job competitions.

The College need not consider probationary employees.

"Union is working on a response based on conversations on August 19, 2025"

Indigenous knowledge gained through lived experience, oral learning, traditional teaching, community leadership, and cultural practice will also be considered when demonstrating comparable knowledge, skills, and competencies to those outlined in the educational requirements of a position. A culturally appropriate assessment process, inclusive of Indigenous perspectives, will be used to determine equivalency, ensuring the approach is respectful, fair, and in keeping with the values of equity and reconciliation.

### **UP 17 - Article 4.11**

### **CEC Response of July 24, 2025**

The CEC maintains its response on UP 17. This proposal is overly broad, it covers work that falls outside all of the bargaining units, including support. With respect to temporary assignments outside the bargaining unit and overtime allocation, those are local issues and are not matters to be dealt with at EERC.

### **Union Response**

Union maintains its position that this reporting is required.

**UP 17 - 4.11** 

### Reporting

### The College shall provide the union and EERC with a quarterly report identifying:

- 1. All contractors, temporary agency workers, and any other externally sourced personnel performing work on College premises or for the college at off-site locations, including but not limited to:
  - Name of the contractor or agency
  - Nature and scope of work performed
  - Duration of assignment
  - Departments or locations where work is performed
- 2. <u>All bargaining members assigned to positions that are classified as excluded from the collective agreement, including but not limited to:</u>
  - **Employee names**
  - Positions held
  - Department or work unit
  - Duration of exclusion status
  - Description of duties performed in these positions
- 3. Departmental overtime and lieu time, including but not limited to:
  - Total overtime hours worked per department
  - Employee classifications and names (where applicable)
  - Reasons or justifications for overtime (e.g., coverage, special projects)
  - Accumulated lieu time balances for each employee
  - Details of any accrued lieu time utilized or paid out

### UP 22 - Appendix A

### 9. Benefits Entitlement Booklet

There shall be no changes to the Benefit Entitlement Booklet without approval of the JIC followed by division-wide communication.

There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.

### CEC Response of July 24, 2025

This is not consistent with the agreement at JIC, as was captured in the Process for Booklet Updates of the Support Staff Joint Insurance Committee dated August 2024. In that process, there was no requirement for JIC approval. Rather, if OPSEU/SEFPO did not accept the changes, the OPSEU/SEFPO JIC co-chair could request a meeting with CEC and Sun Life to discuss the disputed language in an attempt to achieve consensus. Should consensus not be reached, OPSEU/SEFPO may choose to exercise its grievance rights under Art. 18.3.4 - Multi-College Issues.

Therefore, the CEC considers it to be a mischaracterization to claim it is a housekeeping amendment as stated by the Union.

### **CEC** makes the following counterproposal:

### Appendix A

### 9. Benefits Entitlement Booklet

<u>There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.</u>

### **Union Response**

Union maintains its position

### UP 22 - Appendix A

### 9. Benefits Entitlement Booklet

There shall be no changes to the Benefit Entitlement Booklet without approval of the JIC followed by division-wide communication.

There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.

### UP 31 - 6.4

### **On-Call**

Where an employee is assigned to be on-call, they shall receive one **five** dollars (\$1.00 **\$5.00**) 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

### M1 - 6.4

### **On-Call**

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 two hundred and fifty-six (256) twenty-eight (128) hours per month. Notwithstanding the foregoing, no employee shall be prevented from voluntarily exceeding this maximum.

### CEC Response of July 24, 2025

CEC proposes a mutual withdrawal of the parties' proposals with respect to On-Call.

### **Union Response**

Union does not agree to withdraw on-call rate increase. Discuss with monetary.

Union does not agree with increasing on-call hours.

### **UP 34 - 6.9**

<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> or in circumstances beyond the reasonable control of the College.

### CEC Response of July 24, 2025

The CEC would agree to the Union's counterproposal provided the Union accepts the CEC's proposal in M1 on "split shifts" in Art. 6.2.1:

### **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. or in circumstances beyond the reasonable control of the College.

In exchange for:

M1 - 6.2.1

### **Split Shifts**

There shall be no split shifts during the term of this Agreement <u>without the prior written</u> <u>agreement of the employee concerned</u>.

### **Union Response**

Union does not agree with the package

Union does not agree with the change to split shifts.

Union maintains their position to 6.9 as indicated in U3

**UP 34 - 6.9** 

<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> or in circumstances beyond the reasonable control of the College.

### **UP 38 - 15.4.6**

Familiarization Period It is understood that the College is not required to train an employee for a position into which they may be assigned pursuant to Article 15.4.3, but the College shall provide a reasonable period of familiarization where necessary. Familiarization shall include gaining the skills and knowledge that can only be learned while working in the position. This may include, but is not limited to, the use of proprietary software packages such as student information systems and other proprietary tasks and systems.

### CEC Response of July 24, 2025

The CEC maintains its position on this proposal.

### **Union Response**

Union maintains its position on this proposal

### **UP 38 - 15.4.6**

Familiarization Period It is understood that the College is not required to train an employee for a position into which they may be assigned pursuant to Article 15.4.3, but the College shall provide a reasonable period of familiarization where necessary. Familiarization shall include gaining the skills and knowledge that can only be learned while working in the position. This may include, but is not limited to, the use of proprietary software packages such as student information systems and other proprietary tasks and systems.

### **UP 41 – APPENDIX K & LOU**

## 11. LOU Appendix K Reference Manual Initiatives/Opportunities For further guidance on implementation refer to LOU Appendix K Reference Manual.

### CEC Response of July 24, 2025

The CEC maintains its response to UP 41 and is not interested in including the language in an LOU.

### **Union Response**

Union maintains its position to include the guide as an LOU

11. LOU Appendix K Reference Manual Initiatives/Opportunities
For further guidance on implementation refer to LOU Appendix K Reference
Manual.

### M03 July 24, 2025

### 17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six (6) Months

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

### **Union Response**

Union does not agree to this language

August 19, 2025

U5 - 15.3.3 (7.)

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.

### CEC Response of July 24, 2025 to Union's U5 proposal

CEC does not agree with the Union's newly tabled proposals.

### **Union Response**

The union maintains their position

U5 - 15.3.3(7.)

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.

### M1 - 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.

If an employee requests that vacation days be rescheduled as a result of in-patient treatment in a hospital and the College is unable to reschedule in that vacation year, then upon written request to the College, the employee may carry over these days in excess of the maximum.

Estoppel Notice: The College Employer Council hereby advises OPSEU that Colleges will be relying on the strict wording of the Collective Agreement as of June 30, 2027.

### CEC Response of July 24, 2025 to Union's U2 response

CEC has heard the concerns of the union. It was not the intention of the CEC to put any employee's existing bank at risk. We have modified the date of our estoppel notice so that affected employees and Colleges have almost 2 years to schedule and use their vacation banks above and beyond the maximum.

### **Union Response**

U2 - 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.

Effective June 30, 2025, should the college not be able to schedule an employee's allotment of vacation under Article 11.5, the employee shall be allowed to carry over all unused vacation in excess of the maximum. This includes employees on protected or approved leaves, including but not limited to pregnancy, parental or developmental leaves.

If an employee requests that vacation days be rescheduled as a result of in-patient treatment in a hospital and the College is unable to reschedule in that vacation year, then upon written request to the College, the employee may carry over these days in excess of the maximum.

### **LOU Vacation carry over**

Employees with accrued vacation in excess of the maximum as of August 31, 2025 will retain all vacation. The College and the employee will endeavor to schedule vacation overage during the life of the collective agreement.

### UP 44 - LOU - Funding

### CEC Response of July 24, 2025

The CEC maintains its position on this proposal.

### **Union Response**

The Union maintains its position.

### **UP 44 - LOU - Funding**

Whereas Ontario's community college system is currently facing a crisis due to chronic underfunding by the provincial government; and

Whereas tuition revenue has tripled across the colleges since 2010, while provincial funding has declined by twenty-eight (28) percent; and

Whereas Ontario ranks dead-last among the provinces for per-student funding; and

Whereas \$1.4 billion in emergency funding would put an end to the current crisis; and

Whereas a further \$1.34 billion in funding would bring Ontario up to the national average for per-student funding; and

Whereas OPSEU/SEFPO and the College Employer Council share the mutual goal of ending the funding crisis through the share goals of consultation, collaboration and cooperation;

Therefore the parties agree to jointly demand the provincial government to establish a discussion table to consult and negotiate meaningfully and good faith the necessary emergency and stability funding to end the crisis and ensure Ontario's college system is properly funded to save programs, secure jobs and protect students stability.

Note that in our proposal, the "parties" referred to include Colleges Ontario, college presidents/administration, and support staff across the province.

### **New Union LOU Proposals**

LOU There shall be no college or campus closures, or college mergers for the life of the collective agreement.

LOU There shall be no staff reductions for the life of the collective agreement.