

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

The College Employer Council

and

OPSEU/SEFPO

(Part-time Support)

Before: William Kaplan
Sole Arbitrator

Appearances

For the CEC: Greg Power
Quinn Brown
CEC

For OPSEU/SEFPO: Bryan Stamm
Rachel Williams
OPSEU/ SEFPO

The matters in dispute proceeded to a mediation on November 20, 2025, and then to a hearing on December 12, 2025.

Introduction

The parties to this dispute are the College Employer Counsel, representing Ontario's 24 public colleges, and OPSEU/SEFPO, representing approximately 15,000 part-time support workers employed at those colleges. The largest group in the bargaining unit is composed of students (6335); the remaining employees are casual (3729), Regular Part-Time (2444), and Temporary and Projects of a Non-Recurring Kind (150), all of whom work no more than 24 hours in a week in a wide variety of positions (office, clerical, technical, health care, maintenance, building service, shipping, transportation, cafeteria and nursing staff).

The previous collective agreement expired on January 31, 2024. Collective bargaining took place in January, February, March, June, July, September and December 2024 and in May 2025. (A no-board report was requested on May 26, 2025, and it was issued on June 5, 2025.) On October 16, 2025, the parties agreed to mediate the outstanding issues on November 20, 2025. On December 12, 2025, the outstanding issues in dispute proceeded to arbitration.

In considering the outstanding issues, careful attention has been paid to normative interest arbitration most particularly replication: replication of free collective bargaining. An award setting out terms and conditions for Colleges' faculty was issued on July 2, 2025. A memorandum of agreement, settling the terms and conditions of employment for full-time support faculty, was ratified on November 4, 2025. These two sectoral outcomes have been carefully reviewed as have other public sector and broader public sector settlements. In addition

to replication, all the other normative interest arbitration criteria have been carefully considered. It is fair to say that the Colleges are facing many financial and other challenges.

The collective agreement settled by this award shall include all the agreed upon items – Appendix A – and the terms of this award. Any union or employer proposal not specifically addressed in this award is deemed dismissed.

Award

Term

February 1, 2024 to January 31, 2027

Wages

February 1, 2024:	2.5%
February 1, 2025	2%
February 1, 2026:	2%

Retroactivity to be paid within ninety (90) days from the date of award to current employees only.

Add:

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

Where a position is posted in accordance with Article 19.1 and the successful applicant leaves the position within six (6) months of assuming it, 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.

Amend, as follows:

6.1 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 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 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 in presenting the complaint.

At any point in the procedure the complaint may be referred to the Human Rights Tribunal of Ontario (HRTTO).

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

The time limits set out in Article 20 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.

Add:

17.1.1 Transfer Into Bargaining Unit

Accumulated service with the College in a role outside the bargaining unit, even if non-continuous, shall be credited towards seniority upon successful completion of the probationary period, save and except for any service accumulated before a break in employment of at least thirteen (13) consecutive weeks.

Amend, as follows:

14.1 Vacation Pay

The College shall pay vacation pay to employees equal to four percent (4%) of the wages, excluding vacation pay, that the employee earned during the pay period, if the employee's period of employment is less than five (5) years and six percent (6%) of the wages, excluding vacation pay, that the employee earned during the pay period, if the employee's period of employment is five (5) years or more. Vacation pay shall be paid at the end of each pay period.

Effective February 1, 2026, the College shall pay vacation pay to employees equal to six percent (6%) of the wages, excluding vacation pay, that the employee earned during the pay period. Vacation pay shall be paid at the end of each pay period.

Add:

9.3.1 Canceled Shifts

If the College cancels a Regular Part-Time Employee's shift with less than twenty-four (24) hours' notice and/or if an employee is sent home early for reasons beyond their control, the employee will not suffer a loss of pay for that shift.

Amend, as follows:

19.1 Notices

Notice shall be posted of a permanent vacancy in a regular part-time position covered by the Agreement for a period of five (5) days. No employee shall be hired from outside the College until the position has been posted for the said five (5) days. Such notice shall contain position title, hourly rate, current location(s), current hours of work, current shift(s), and an outline of the basic qualifications. Such notice shall be posted in appropriate locations accessible to employees. For the purposes of this Section, reference to days shall exclude Saturdays, Sundays, and statutory holidays. Copies of all posted vacancies shall be sent to the Local Union President at the time of posting.

Current employees may request a copy of the most recent job posting of their position.

Amend, as follows:

15.2 Bereavement Leave

On the death of an employee's parent, spouse (or common law spouse), child, stepchild, ~~brother, sister, sibling, mother-in-law, father-in-law, parent-in-law, brother-in-law, sister-in-law, sibling-in-law, son-in-law, daughter-in-law, child-in-law~~, grandparent, chosen family, spouse's grandparent, grandchild or guardian, ~~an~~ the employee shall be granted leave of absence of three (3) or more days contiguous with and including, the day of the funeral 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.

On the death of ~~an employee's aunt or uncle,~~ 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 15.2, chosen family refers to the important and established non-biological kinship bonds.

Add:

XX Paid Sick Days

Effective ninety (90) days from the date of award:

XX.1 Paid Sick Days

A Regular Part-Time Employee who has completed two (2) weeks of employment, shall be entitled to two (2) paid sick days in any one (1) calendar year for absences due to illness, injury, or medical emergency.

XX.2 Non-Accumulation

Unused sick days shall not accumulate from year to year and shall be cancelled when the employment of a Regular Part-Time Employee ends for any reason.

XX.3 Sick Pay

Sick pay is based on a Regular Part-Time Employee's regular scheduled hours for that day.

XX.4 No Partial Days

For the purposes of a **Regular Part-Time Employee**'s entitlement under XX.1, if an employee takes any part of a day as leave under this section, the employee shall be deemed to have taken one (1) day of leave on that day.

XX.5 Set-Off

Paid sick days pursuant to this Article include and are set off against the sick leave days to which an employee may be entitled pursuant to the *Employment Standards Act, 2000*.

Amend, as follows:

21. DURATION

This Agreement shall continue in full force and effect until the 31st day of January 2027, and shall continue automatically thereafter for the annual periods of one (1) year each unless either party notifies the other in writing of its desire to amend or modify the agreement
Remainder of the Article remains unchanged.

Amend, as follows:

APPENDIX 1 – Student Employees

6. Employees covered by this Appendix are entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), Union Matters (Article 7), Overtime (Article 9.5), Wages (Article 10.1), Holidays (Article 13), Vacation Pay (Article 14.1) ~~and~~ Bereavement Leave (Article 15.2), **and Health and Safety (Article 16).**

....

8. For the purposes of job competitions, in addition to any other factor that the College considers relevant, consideration will be given to service with the College. **Student Employees who have been interviewed for a bargaining unit position may request feedback on their unsuccessful application within five (5) days of being notified. The College shall provide feedback within thirty (30) days after the position has been filled.**

Amend, as follows:

APPENDIX 3A - Temporary Employees

7. Temporary Employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (3.3), Harassment (Article 6), Union Matters (Article 7), Overtime (Article 9.5), Wages (Article 10.1), Shift Premium (Article 10.3), Holidays (Article 13), Vacation Pay (Article 14.1), ~~and~~ Bereavement Leave (Article 15.2), **and Health and Safety (Article 16).**

Amend, as follows:

APPENDIX 3B - Casual Employees

6. Casual Employees shall be entitled to the following provisions of the Agreement: Ontario Human Rights (Article 3.3), Harassment (Article 6), Union Matters (Article 7), Overtime (Article 9.5), Wages (Article 10.1), Holidays (Article 13), Vacation Pay (Article 14.1) ~~and~~ Bereavement Leave (Article 15.2), **and Health and Safety (Article 16).**

Conclusion

At the request of the parties, I remain seized with the implementation of this award.

DATED at Toronto this 15th day of December 2025.

“William Kaplan”

William Kaplan, Sole Arbitrator

Appendix A

2.3 Temporary Employees

Temporary Employees are those who are

(a) employed to replace Regular Part-Time Employees on leave; or

(b) who are employed for a period of up to nine (9) consecutive months, or such longer period as the College and the Local Union ~~may~~ agree.

5.3.3 Functions

The Committee shall meet six (6) times per calendar year, unless the parties agree otherwise. The location and timing of those meetings shall be by mutual agreement.

Prior to each meeting, the Union shall provide an agenda of matters that it proposes to discuss.

The College may add matters to the agenda. **It is agreed that matters subject to local discussion include but are not limited to:**

- **Employment equity programs;**
- **Equity, diversity, and inclusion (EDI) programs;**
- **Indigenous commitment;**
- **Other matters which are mutually agreed upon.**

5.4 Employee/Employer Relations Committee

The parties ~~agree~~ **agreed** to the establishment of an Employee/Employer Relations Committee **which is currently operating under the terms of reference,** ~~The parties further agree to meet within sixty (60) days of ratification (February 21, 2019). The terms of reference, found in Appendix 4, **which** may be altered by the parties, from time to time, by mutual agreement.~~

7.2 Full-Time Assignment

Upon application in writing by the Union to the CEC with notice to the affected Colleges, a leave of absence shall be granted to two (2) employees from the **Part-Time** Support Staff ~~Part-Time~~ Bargaining Unit of the CAAT System elected to full-time positions with the Union. Such leave(s) of absence shall be for a period of one (1) term of office (two (2) years from the date of election) unless extended for a specific period on agreement of the parties. Such leave(s) of absence shall

be without pay and benefits, but the employee shall, **notwithstanding Article 17.1**, accumulate full seniority during such leave(s) of absence.

15.6 Parental Leave

An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence without pay, or such other longer or shorter period of parental leave as is required to be granted under the *Employment Standards Act, 2000* provided the employee applies in writing two (2) weeks prior to the expiry of **their** ~~her~~ pregnancy leave. Such leave shall be in accordance with the parental leave provisions of the *Employment Standards Act, 2000*.

A leave of absence of up to thirty-seven (37) weeks or such other longer or shorter period of parental leave as is required to be granted under the *Employment Standards Act, 2000* is available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the *Employment Standards Act, 2000*. Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a child.

15.8 Seniority Accumulation (NEW)

Employees on pregnancy or parental leave shall continue to accumulate seniority for the duration of their leaves.

16.4.3 Other Equipment Required by the Occupational Health and Safety Act

Where legislation requires specific safety equipment for an employee to perform their duties, the College shall provide such equipment at no cost to the employee. Specific eligibility issues shall be resolved by the Health and Safety Committee constituted under the Occupational Health and Safety Act.

LoU - Less Than Twelve (12) Months Positions

It is recognized that the Colleges have regular part-time positions within the bargaining unit from time to time that, because of the nature of the service rendered, require staffing for less than twelve (12) months a year. In such a case, where less than twelve (12) month employment is identified prior to the time of hiring such employee, the College may effect a layoff, for a period of up to but not greater than four (4) months in any employment year without regard to the layoff and recall provisions of this Agreement. Seniority shall be maintained and service shall accumulate for all purposes under the Collective Agreement during such period of layoff.

~~Within two (2) months of February 21, 2019, the College will advise the Local Union of all current positions that are already in existence on February 21, 2019 which are less than twelve (12) month positions.~~

Prior to posting such a position, the College shall notify the Local Union of the circumstances and, where the Local Union requires discussion and explanation as to the basis for such a position being reduced to less than a twelve (12) month basis, it may request a meeting with the College, at which time a full explanation of the circumstances surrounding the designation of the position shall be given.

NEW LETTER OF UNDERSTANDING

Indigenous Commitment

The parties acknowledge the traditional territories upon which each college is located and recognize the legacy and longstanding relationship that Indigenous peoples have with these territories throughout the province.

The parties recognize a shared commitment to removing barriers to employment for Indigenous peoples. The College and the Local Union will discuss mechanisms to accomplish this objective. Such matters shall be raised and considered at the Union/College Committee.

The Union/College Committee shall share its initiatives to EERC annually.

NEW Letter of Understanding

Commitment to Equity, Diversity, and Inclusivity (EDI)

The parties agree that the learning experience is enhanced when the workplace environment reflects the communities it serves. The parties are committed to promoting a workplace of diversity, equity and inclusivity, and to discussing strategies, initiatives and training programs at the Union/College Committee so that recommendations may be made in an effort to enhance the workplace in an effective and meaningful way.

The Union/College Committee shall share its initiatives to EERC annually.