

Document U-20

October 7, 2024

UNION Response and Revised Proposals re: U5 and M3

FOR THE MODIFICATIONS TO THE COLLECTIVE AGREEMENT

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff

(the “Union”)

And

The College Employer Council

The “Employer”

The Union proposes the continuation and renewal of the current provisions in the collective agreement (including relevant Schedules, Letters of Understanding, Memoranda of Agreement or Settlement, Appendices and Letters of Agreement or Understanding), with the exception of the following modifications;

The following Union proposals are tabled without prejudice. Further the Union reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective October 1, 2024.

It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement.

ARTICLE 2

STAFFING

2.01 A through C

Union revises its proposal in U5

Union Revised Proposal

[New]

Faculty Complement

2.01 A Faculty complement is defined as the sum of

- i) the number of faculty (professor, instructor, counsellor, and librarian) positions currently filled by full-time members at the effective date of the collective agreement, and
- ii) the number of credit courses, sections or equivalent assigned to contract academic staff at the effective date of the collective agreement, divided by 5.

Note A: A credit course shall be defined as any course that contributes to the completion of a credential (including but not limited to micro-credentials and asynchronously delivered courses).

Note B: "Contract staff", "contract employee", "contract position", and "contract appointment" shall be defined as the person who is hired on a contract, to work on a part-time, partial-load, or sessional basis.

2.01 B The number of full-time positions at each college shall be a minimum of 70% of the faculty complement by September 30, 2027. The number of full-time positions at each college shall be a minimum of 50% of the faculty complement by September 30, 2025.

2.01 C1 2.01 A 1 Of the above, e Each college shall have at least two (2) full-time librarians per 4,000 full-time students or part thereof. Notwithstanding, no college shall have fewer than the allotment of full-time librarians they had as of September 30, 2023.

2.01 C2 2.01 A 2 Of the above, e Each college shall have at least one (1) full-time counsellor per 500 full-time students or part thereof. Notwithstanding, no college shall have fewer than the allotment of full-time counsellors they had as of September 30, 2023.

2.01 D 2.01 B The Employer shall fill all vacancies that arise as a result of a full-time faculty member's resignation, retirement, dismissal, administrative appointment, death, or other vacating of a position with another full-time faculty member within ~~three (3)~~ six (6) months.

2.01 E-2.01 C Where the College has laid off or reduced the number of full-time employees who have completed the probationary period under Article 27.05, those positions will not be eliminated until the expiry of the incumbent's recall entitlement under 27.09 B, C and D have elapsed.

2.01 F Penalty ~~Should it be determined at the dates set out in Article 2.01 B that the current faculty complement of contract faculty is greater than the 50% or 30% respectively the employer shall pay to each bargaining unit member employed during some or all of the preceding academic year an amount equal to the shortfall in the number of full-time members of the faculty complement times the minimum step for full-time Professors, Counsellors, and Librarians (as provided for in Article 14.03 A 1 (a)) divided by the number of members of the bargaining unit.~~

Union rationale for revised proposal

Job security remains a major issue to many faculty, and while there remains more than half of Ontario Colleges without any full-time academic librarians, and several colleges without academic counsellors, students' academic and mental welfare are at significant risk. The current complement of Counsellors and Librarians is untenable, and these minimum ratios ensures that student welfare is placed front and center.

Articles have been renumbered considering sections of the original proposal being withdrawn.

2.02 through to 2.04

Union maintains original proposal in U5

Union Original Proposal

Reclassification

2.02 A The Colleges shall not reclassify professors as instructors except through the application of Article 27, Job Security.

2.02 B **The College shall not layoff or reduce the number of full-time employees in order to transfer work traditionally performed by faculty to the full-time or part-time support staff bargaining units.**

2.02 C **The College shall consider employment equity, as defined in Article 4.03, and the data generated by the College Employment Equity Committee (CEEC) when making decisions of hiring and classifying employees.**

The parties agree that, notwithstanding the provisions and requirements of the rest of Article 2, the College and the Union Local may agree that employment equity and data generated by the CEEC will be an overriding consideration. Such agreements will be made in advance of a job posting or appointment.

2.023 A The College will ~~will~~ **shall** give preference to the designation of full-time positions as regular **continuing teaching positions** rather than partial-load teaching contract positions, ~~Article 26,~~ **Article 2.01 A, including, in particular, positions arising as a result of new post-secondary programs.** Partial-Load Employees, subject to such operational requirements as the quality of the programs, ~~their economic viability,~~ attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.

2.03 B The College will ~~will~~ **shall** give preference to the designation of full-time positions as regular continuing teaching positions rather than **part-time, partial-load or** sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, ~~their economic viability,~~ enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, ~~their economic viability,~~ attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

2.03 C The College ~~will~~ **shall** not abuse the usage of sessional appointments by combining sessional with partial-load **and/or part-time** service and thereby maintaining an employment relationship **between the employee** and the College **and thereby circumventing** ~~in order to circumvent~~ the completion of the minimum 12 months sessional employment in a 24 month period.

2.03 D If the College continues a full-time position beyond one full academic year of staffing the position with sessional appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position

~~**immediately,** as soon as a person capable of performing the work is available for hiring on this basis.~~

~~**2.03 D** Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to December 20, 2017 to assist in establishing a breach of either of those Articles.~~

[New]

2.04 A **The College shall give preference to hiring for partial-load teaching positions over part-time and sessional positions.**

2.04 B **The College shall assign work that may be performed by faculty exclusively to faculty, consistent with the class definitions in this agreement.**

2.04 C **The College shall not circumvent the creation of a full-time bargaining unit position by combining academic, and/or administrative, and/or support staff contracts.**

Union Rationale

There is an increasing amount of faculty work being reclassified by the Colleges and reassigned to other divisions, managers and administrators, and non-unionized work forces (e.g. OntarioLearn and Private Colleges). Concretely, we see this erosion of our work as it relates to program coordination, academic advising, placement and clinical supervision, online teaching, and librarian and counselling work. In some cases, these College staffing decisions are resulting in this work disappearing entirely, there are now 14 Colleges without Librarians and the assignment of placement and clinical supervision work (Special b) has almost entirely disappeared from faculty workloads. In the last decade this work has disappeared as a course preparation, down 70% since 2015.

In addition, despite the Colleges obligations in article 2.02, the Colleges are also failing to ensure that they are hiring full-time faculty over partial-load. While Full Time numbers have grown 5% in the last decade, Partial-load hiring is up more than 50% in the same period. Partial-load hiring now far supersedes the hiring of full-time faculty, while the hiring of sessional and part-time faculty over partial-load, continues to expand. The colleges have also stated that employment equity is a priority for them, and the Union's proposed 2.02C language ensures that there is accountability in the process of creating new positions for that work.

Our members consistently report that the quality of academic delivery is seen and felt to be eroding because of these staffing decisions made by the Colleges. Students deserve consistent academic programs delivered by program and content experts prepared to teach Ontario's future.

[New]

2.05

Union maintains original proposal in U5

Union Original Proposal

No Contracting Out

2.05 There shall be no contracting out of faculty bargaining unit work.

Union Rationale

As noted, the Colleges are re-classifying and re-assigning faculty work to other divisions, managers and administrators and other non-unionized work forces (OntarioLearn and Private Colleges). In many cases, particularly for counsellors, this work has been outsourced to third party institutions, where quality control processes are lacking, and vulnerable students with complex needs are faced with a 24-hour phone version of emergency counselling intervention.

Article 27

JOB SECURITY

Union maintains its original position in U5 - Article 27.02 A 1 through to 28.05

Union original proposal

Probationary Period

27.02 A 1 A full-time employee will be on probation until the completion of the probationary period. This shall be ~~one-year~~ **ten months** of continuous active employment for full-time employees employed after ~~September 23, 2014~~ **September 30, 2024**.

27.02 A 2 The probationary period of an employee may be extended for up to one additional year where the College determines that the employee's performance has not met expectations. The College shall provide a performance improvement plan to the employee. The plan shall specify the areas where improvement is needed and the supports and resources that the College will provide to the employee. **The College shall cover the cost of any supports and resources indicated in the performance improvement plan.** The Union Local will be notified if an employee's probationary period is extended.

27.02 B The probationary period for an employee shall alternatively consist of ~~±2~~ **10** full months of non-continuous employment (in periods of at least one full month each) in a 24 calendar month period. For the purposes of 27.02 B, a calendar month in which the employee completes 15 or more days worked shall be considered a "full month".

If an employee completes less than 15 days worked in each of the calendar months at the start and end of the employee's period of employment and such days worked, when added together, exceed 15 days worked, an additional full month shall be considered to be completed.

27.02 D During the probationary period an employee will be informed in writing of the employee's progress at intervals of four months continuous employment or four full months of accumulated non-continuous employment and a copy given to the employee. **Should the College fail to complete any of the progress reports within the timelines set out above, the probationary employees' performance shall be deemed to be satisfactory**

Union Rationale

Faculty on probation are in a unique position in the bargaining unit: they are new to their professional responsibilities while also reluctant to address issues within their working conditions (e.g. lack of resources for professional development or mistreatment by managers) with the threat of job loss looming. Faculty have reported experiences of making their way through their probationary period without adequate onboarding support, or reviews of their performance, to find out that their probation has been extended without sound rationales being provided. It is the responsibility of the employer to invest in their new faculty to ensure that they are appropriately trained and resourced to perform optimally. This is good managerial practice, good human resourcing and good for the students' education.

27.05

Layoff and Involuntary Transfer

The Union rejects the CEC's M3 proposal 27.05 through to 27.09

CEC proposal

27.05 When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply

(...)

(iii) If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for the selection of the employees affected and the availability of alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-

load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the **accreditation and** quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community. The CESC may require that further meetings be held

(...)

The Union rejects insertions of all “credential” language in articles 27.06 A, 27.09 A, 27.09 B, 27.11 B and LOU 43: Displacement of Part-time Employees as set out in the CEC’s M3 Proposal

Union rationale for rejection

The College’s proposed language increases employment instability for our members. The introduction of language that increases managements rights to lay off, reduce faculty complement or fail to transfer an at-risk faculty member directly opposes the College’s Article 28 obligation to ensure proactively the stability of our members employment. This proposal is highly concerning given that the College continues to message publicly that the system is entering into a period of financial instability and as such, leaves at question the real intention of the proposal.

The Colleges are obligated in 27.05 to give preference to the continuation of full time hiring, over partial-load, sessional or part-time positions when a lay off or reduction of employees is being planned by the College, subject to operational requirements. It is clear by proposing that giving preference of the continuation of full–time positions when our members employment is at risk would also be subject to “accreditation” requirements, aims to restrict the Colleges obligation for maintaining full time positions when employment is at risk. An employer should be willing to help an employee obtain the necessary credentials to continue or participate in their place of employment, rather than providing for new mechanisms for dismissal.

27.05/27.06 A

Union maintains its proposal in U5

Union Original Proposal

27.05 When a College plans to lay-off or to reduce the number of full-time employees who have completed the probationary period, or plans the involuntary transfer of such employees to other positions than those previously held as a result of such a planned lay-off or reduction of employees the following procedure shall apply: (...)

- (iii) If requested by a member of the CESC within three calendar days following the meeting under 27.05 (ii), the CESC shall meet within seven calendar days of receipt of such request for the purpose of discussing the planned staff reduction, the circumstances giving rise to the reduction, the basis for

the selection of the employees affected and the availability of alternative assignments. It being understood that the College reserves the right to determine the number and composition of full-time, partial-load and part-time or sessional teaching positions, the College shall give preference to continuation of full-time positions over partial-load, part-time or sessional positions subject to such operational requirements as the quality of the programs, ~~their economic viability~~ attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community. The CESC may require that further meetings be held.

Remainder of Article 27.05 remains unchanged

27.06 A When the College decides to lay off or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another position from that previously held as a result of such lay-off or reduction of employees, the following placement and displacement provisions shall apply to full-time employees so affected. Where an employee has the competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following: (...)

V(~~iv~~) Failing placement under paragraph 27.06 A (iii), such employee shall be reassigned to displace two partial-load employees provided that:

- (a) the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned; and
- (b) each of the partial-load employees being displaced has lesser months of service with the College as determined in Article 26, Partial-Load Employees, than such displacing employee's months of seniority; and
- (c) it is understood that the College retains the right to assign additional work to the employee, where warranted, subject to the limits prescribed by Article 11, Workload.

IV (~~v~~)(a) Failing placement under 27.06 A (iv) or where the employee has waived in writing the right in 27.06 A (iv), such employee shall be reassigned to displace one partial-load employee and one or more part-time employees whose assigned courses are as described in 27.06 A (v) (b), provided that:

Remainder of Article remains unchanged

Union Rationale

'Economic Viability' has been used by the Colleges to justify a number of program closures; however, in most cases when this has occurred, the Colleges have attained record surpluses. In addition, in the *Ontario Colleges of Applied Arts and Technology Act* the colleges are to offer

programs which “meet the needs of employers and the changing work environment and to support the economic and social development of their local and diverse communities.” Colleges have used the veil of “economic viability” to make dramatic cuts to the social development of communities across the province. Ottawa, for example, will no longer have a public college offering Esthetician or Hairstyling programs, with the nearest option being in Kingston, ON, two hours away. While in Thunder Bay, for another example, with some of the highest numbers of targeted and vulnerable young people in the province, no longer has a Child and Youth Care program with the nearest option being many, many hours away. This is not good for the communities that are being served.

It is also important to note that in these cases the Colleges have also failed to meet their obligations to plan proactively for the employment stability of these affected members, as is set out clearly in Article 28.

27.07

Union maintains its proposal in U5

Union Proposal

Remove 27.07 and renumber subsequent

~~**27.07** The lay-off of employees arising from a strike by employees in the support staff bargaining unit shall not require notice as set out in 27.05 and 27.14. Provided the lay-off of employees is in a uniform manner, 27.06 shall not apply.~~

~~A probationary employee shall have employment bridged over the period and shall be credited with employment as at the date of lay-off.~~

Rationale

This provision allows colleges to layoff faculty during job actions and negotiations from sibling locals. It is an anti-union sentiment and must be removed.

27.09 A

Union maintains its proposal in U5

Union Proposal

Post Lay-Off Considerations

27.09 A To assist persons who are laid off, the College agrees to the following:

- (i) Such a person may take, one program or course offered by the College, for a nominal tuition fee of not more than \$20.00 per course.

The employee must meet the College entrance and admission requirements and is subject to academic policies after admission.

Funds from the Joint Employment Stability Reserve Fund (JESRF) may **shall** be used to support the tuition.

In addition, the College shall consider and implement such retraining opportunities as the College may consider feasible. (...)

- (ii) The College shall **provide** ~~consider~~ additional means of support such as career counselling and job search assistance where such activities are expected to assist the individual in making the transition to a new career outside the Bargaining Unit.

Union Rationale

The JESRF fund exists for the purposes of ensuring employment security for faculty whose employment is at risk. Language that permits the College to provide laid-off faculty with education, that is financially supported by the College, is in line with the College's mandate to ensure employment security for employees in Article 28.

27.11 B

The union rejects the CECs M3 proposal

CEC Proposal

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs consideration shall first be given to:

- (a)** full-time ~~and~~ **employees;**
- (b)** current partial-load employees; ~~or~~
- (c)** persons who have been partial-load employees within four (4) months prior to the posting;
- (d)** **current sessional employees who were partial-load employees in the four (4) months prior to the commencement of the sessional appointment; and**
- (e)** **persons who were sessional within four (4) months prior to the posting, as long as they were partial-load employees in the four (4) months prior to the commencement of the sessional appointment.**

These applicants shall be considered internal applicants.

If the vacancy is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before

giving consideration to other external applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the **credentials**, competence, skill and experience of the applicants in relation to the requirements of the vacant position.

Rationale for rejection

The CEC's proposed language dramatically increases field for consideration of vacant faculty positions to those outside of the bargaining unit.

27.11 B

The union maintains its proposals in U5

Union Proposal

Postings

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs, consideration **preference** shall first be given to full-time and current partial-load **faculty members** employees or persons who have been partial-load **faculty members** employees within **six (6)** four (4) months prior to the posting **and who have the skill and experience to fulfill the requirements of the vacant position.** These applicants shall be considered internal applicants.

If the vacancy is not filled internally, the College will give ~~consideration~~ **preference** to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. Such ~~consideration~~ **preference** shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

~~Consideration will include review of the competence, skill and experience of the applicants in relation to the requirements of the vacant position.~~

Union Rationale

This language ensures that bargaining unit members have better access to apply and be hired for more permanent positions, affording better job security for those affected members. Said another way, this proposal aims to increase employment security for members which is in keeping with the College's mandate in Article 28.

27.13

The union maintains its proposals in U5

Union Proposal

Resignation

27.13 An employee shall resign by giving at least 90 calendar days' written notice to the College, failing which (and unless otherwise agreed between the employee and the College) the employee shall receive the minimum vacation payment to which the employee is entitled under applicable legislation in lieu of any vacation pay or credit to which the employee is entitled under this Agreement.

Union Rationale

Vacation pay is deferred salary that has already been earned by the employee. The withholding of this vacation pay in the event of a faculty member leaving, penalizes these faculty without reason.

27.14 B

The union rejects the CEC's response to U5 & U6 (non-monetary)

CEC Proposal

27.14 B The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable, **unless contrary to the Human Rights Code R.S.O., 1990**, but may be subject to the internal complaint process as referred to in 7.02 (iii). An employee who has completed the probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance and Arbitration Procedures, or in the Expedited Arbitration Process.

Rationale for Rejection

The introduction of the Human Rights Code dramatically restricts the definition of 'discriminatory' and does not address the union's concerns around 'retaliatory' College responses to faculty on probation. Our members deserve full protection from discrimination particularly when on probation.

27.14

The union maintains its proposals in U5

Union Proposal

Discharge

27.14 B The release or dismissal of a probationary employee from employment is within the discretion of the College and is not covered by the provisions of the Agreement and is therefore not grievable or arbitrable, **with the exception of dismissals believed to be discriminatory or retaliatory in nature.** ~~but~~ **Other dismissals** may be subject to the internal complaint process as referred to in 7.02 (iii). An employee who has completed the probationary period and is discharged for cause may lodge a grievance in the manner and to the extent provided in the Grievance and Arbitration Procedures, or in the Expedited Arbitration Process.

Union Rationale

Probationary employees are a precariously employed group who deserve protections from discriminatory or retaliatory dismissal in the event of a grievance. These faculty are already reluctant to bring issues forward because of the college's ability to extend probation or reject their full-time status.

27.15

Union withdraws our proposal

ARTICLE 28

EMPLOYMENT STABILITY

28.01 A

The union maintains its proposals in U5

Union Proposal

Article 28

EMPLOYMENT STABILITY

- 28.01 A** The parties **agree to meet monthly during the academic year** hereto **and** subscribe to certain **the** objectives and principles as follows:
- (i) that employment stability ~~should~~ **shall** be enhanced, within the resources available, through both long-term and short-term strategies;
 - (ii) that such strategies ~~could~~ include, but not necessarily be restricted to, planning, retraining, early retirement, alternative assignments, secondments, employee career counselling, job sharing and professional development;
 - (iii) that all data which are **relevant** to employment stability ~~should be~~ **shall be** made available to both parties;

- (iv) that procedures should be in place, **and proactive planning will occur to reduce the likelihood of**, to deal with situations that arise in which, notwithstanding the best efforts of both parties, lay-offs and/or reductions in the number of employees who have completed the probationary period **in the bargaining unit** become necessary; and,
- (v) that resources should be made available to achieve, to the degree that it is feasible, these objectives and principles.

28.01 B The parties have agreed to the following provisions, in order to achieve, to the degree that it is feasible, the foregoing objectives and principles.

28.05 The functions of the CESC shall include the making of recommendations with respect to short-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:
(...)

- (iii) identifying local adaptations of other provisions of the Agreement which may have an impact on employment stability **including equity concerns identified in Article 4.03.**

Remainder of Article remains unchanged

Union Rationale

Job stability is a priority for the union, and the language introduced into Article 28 provides stronger promotion of short- and long-term employment stability. Furthermore, it maintains that the meetings of the CESC shall be held regularly and proactively, not only when a program is facing imminent threat of closure. The Colleges should be helping to prevent job loss, not only intervening when job loss is threatened.