



COLLEGE
EMPLOYER
COUNCIL

CONSEIL DES
EMPLOYEURS
DES COLLÈGES

Academic Bargaining 2024 Non-Monetary College Proposal – M3



Article 27 & LOU Displacement of Part-Time Employees

Presented by:

The College Employer Council

(on behalf of the Colleges of Applied Arts and
Technology)

To:

The Ontario Public Service Employees Union

(for CAAT Academic Employees)

July 26, 2024

Article 27

Amend Article 27.05

Layoff and Involuntary Transfer

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:

- (i) The College will notify the Union Local President and the College Employment Stability Committee (CESC) of the planned staff reduction and the courses, programs or services affected.
- (ii) Within seven calendar days of the receipt of such notification, the CESC shall meet for the purpose of the College advising of the circumstances giving rise to the planned staff reduction and the employees affected.
- (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.
- (iv) The CESC and the parties shall maintain the confidentiality of the meetings and the identity of all employees discussed except as specifically waived by mutual consent of the Union Local and the College.
- (v) Additional representatives of the College and the Union in equal numbers may attend CESC meetings under 27.05 (ii) and 27.05 (iii) where requested by the CESC to assist the committee. However, the attendance of additional persons pursuant to this paragraph shall not cause any delay in the meetings or the notice to individuals affected by the staff reduction.

- (vi) Upon completion of its deliberations the CESC shall forward its recommendations, if any, to the College President and the Union Local President, who shall maintain the confidentiality of the recommendations.
- (vii) When a College decides, following such meetings, to proceed with a lay-off of one or more employees who have completed the probationary period written notice of lay-off of not less than 90 calendar days shall be given to employees being laid off. If requested by the employee, a College representative will be available to meet with the employee within three calendar days to discuss the basis of the College selection of the employees affected.

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 **credentials**, competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:

- (i) An employee will be reassigned within the College to a vacant full-time position in lieu of being laid off if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant position.
- (ii) Failing placement under 27.06 A (i), such employee shall be reassigned to displace another full-time employee in the same classification provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
 - (b) the employee being displaced has lesser seniority with the College.
- (iii) Failing placement under 27.06 A (ii), such employee shall be reassigned to displace a full-time employee in another classification upon acceptance of the identical employment conditions as the classification concerned provided that:
 - (a) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned;
 - (b) the employee being displaced has lesser seniority with the College.
- (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 **credentials**, 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.
- (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:
- (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) each of the employees being displaced has lesser months of service with the College (as determined in Article 26, Partial-Load Employees, or Appendix VI, as appropriate) than such displacing employee's months of seniority; and
 - (iii) it is understood that the College retains the right to assign additional work to the employee where required so that the work assignment so created constitutes a full-load assignment in accordance with the limits prescribed by Article 11, Workload.
- (b) The courses taught by the part-time employees displaced must be:
- (i) the same as, or
 - (ii) essentially the same as, or
 - (iii) pre-requisite courses to those taught by the partial-load employee concerned.
- (c) Such employee shall have the lay-off notice extended until completion of the assignment so created and shall maintain current salary and benefits for the duration of that assignment.
- (d) Upon completion of the assignment so created, or as mutually agreed between the College and the employee, such employee shall be

reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.

- (e) Failing placement under 27.06 A (v) (d), such employee shall be laid off without further notice upon completion of the partial-load assignment.
- (vi) (a) Failing placement under 27.06 A (v) or where the employee has waived in writing the right in 27.06 A (v), such employee shall be reassigned to displace one partial-load employee and engage in approved retraining activities such that the employee retains current salary and benefits for the duration of the partial-load assignment provided that:
 - (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) the partial-load employee 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.
- (b) Such employee shall have the lay-off notice extended until completion of the partial-load employee's assignment and shall maintain current salary and benefits for the duration of the partial-load assignment.
- (c) Upon completion of the partial-load assignment, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
- (d) Failing placement under 27.06 A (vi) (c), such employee shall be laid off without further notice upon completion of the partial-load assignment.
- (vii) (a) Failing placement under 27.06 A (vi) (a), or where the employee has waived in writing the right in 27.06 A (vi) (a), such employee shall be reassigned to displace a sessional employee (who has more than 90 days remaining on the sessional employee's term appointment) provided that the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned.
- (b) Such employee shall have the lay-off notice period extended until completion of the sessional employee's assignment and shall maintain current salary and benefits for the duration of the sessional assignment.

- (c) Upon completion of the sessional assignment or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
- (d) Failing placement under 27.06 A (vii) (c), such employee shall be laid off without further notice.
- (viii) (a) Failing placement under 27.06 A (vii) (a), or where the employee has waived in writing the right in 27.06 A (vii), such employee shall be reassigned to displace a part-time employee upon acceptance of the identical employment conditions as the part-time employee concerned provided that:
 - (i) the displacing employee has the **credentials**, competence, skill and experience to fulfill the requirements of the position concerned; and
 - (ii) the part-time employee being displaced has lesser months of service with the College as determined in Appendix VI than such displacing employee's months of seniority.
- (b) Such a reassigned person shall be deemed to be laid off and eligible for recall in accordance with 27.09 B and 27.09 C, 27.03 D and the rights under 27.09 A.
- (c) Failing placement under 27.06 A (viii) (a), such employee shall be laid off with written notice of not less than 90 calendar days. Such employee shall be granted release from all or part of the normally assigned duties, for this period of notice, for the purpose of engaging in retraining activities, where such release is feasible given the normal operational requirements facing the College. Where such release is not possible, the notice period shall be extended by up to 90 days to permit retraining and the employee shall maintain current salary and benefits for the duration of the notice period.
- (d) At the termination of the period referred to in 27.06 A (viii) (c), such employee shall be reassigned to a vacant full-time position, if the employee has the **credentials**, competence, skill and experience to perform the requirements of a vacant full-time position.
- (e) Failing placement under 27.06 A (viii) (d), such employee shall be laid off without further notice.

27.06 B Consideration of an employee’s experience shall include educational, teaching, practical, research, or other experience, of which the College has been made aware.

Articles 27.07 & 27.08 remain unchanged

Post Lay-Off Considerations

Amend Article 27.09 A

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 be used to support the tuition.

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

- (ii) Before the College hires a sessional employee, a person who has been laid off under 27.06 A within the last twenty-four months and has not elected severance under 27.10 A shall be offered the sessional appointment provided that the former employee has the credentials, competence, skill, and experience to fulfil the requirements of the sessional position concerned. The applicable salary for the duration of the sessional appointment shall be at the current base salary rate, at the step level in effect at the time of lay-off.

For the purpose of Appendix V, the former employee will be deemed to be a new hire. This sessional employee will terminate employment at the end of the sessional appointment.

For the purposes of 27.03 D and 27.09 B the former employee will be deemed to be still on lay-off during the sessional appointment.

- (iii) The College shall 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.

Amend Article 27.09 B

Recall

27.09 B Before hiring full-time employees, an individual who has been laid off under 27.06 will be recalled to that individual's former or another full-time position, provided that the individual has the **credentials**, competence, skill, and experience to fulfill the requirements of the position concerned. Such recall entitlement shall apply during the period of two years from the date of lay-off.

Balance of Article 27.09 remains unchanged

Amend 27.11 B

Postings

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.

Letter of Understanding

Amend Re: Displacement of Part-Time Employees

Re: Displacement of Part-Time Employees

This will confirm the advice given in negotiations that it is the Colleges' intention that failing placement under 27.06 A (iv) of a full-time employee who has completed the probationary period, the College will give reasonable consideration to the written request of a full-time employee about to be laid off to continue a full-time assignment by displacing two or more part-time employees and the employee shall set out:

- (a) the names of such part-time employees, each of whom, have lesser continuous service with the College.

Upon receipt of such written request, the College will consider the feasibility thereof taking into account such features as:

- (b) possible reduction in efficiency, quality of performance or adverse effect upon the program objectives; and,
- (c) the **credentials**, competence, skill and experience to fulfill the requirements of the positions concerned.

The CEC reserves the right to add to or to modify these proposals during the course of bargaining.