

July 22, 2024

UNION PROPOSALS

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.

[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 C 1 Of the above, 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 C 2 Of the above, 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 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) months.

2.01 E 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.

Penalty

2.01 F **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.**

~~**2.01** The Colleges shall not reclassify professors as instructors except through the application of Article 27, Job Security.~~

[New]

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 shall 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 **shall** give preference to the designation of full-time positions as regular **continuing teaching positions** rather than partial-load teaching contract positions, as defined in 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 **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 **shall** ~~will~~ 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.**

[New]

No Contracting Out

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

Article 27
JOB SECURITY

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 ~~12~~ **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.**

27.02 E A probationary employee may be released upon at least 30 calendar days' written notice or pay in lieu thereof. If requested by the employee, the reason for such release ~~will~~ **shall** be given in writing.

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: (...)

(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 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

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.~~

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. (...)

- (iii) 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.

Postings

27.11 A Notice **shall** ~~will~~ be posted in the College of all vacancies of full-time positions in the bargaining unit. Such notice will be posted for at least five working days. At the same time, notice of these vacancies will be sent to the Union Local President and shall be forwarded to the electronic Central Registry, maintained by the CEC, where the notice shall remain posted for at least five working days. [website: <http://ontariocollegeemployment.ca>].

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.~~

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.~~

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.

General

27.15 An employee reassigned by the College under the provisions of 27.06 A to a work location more than 80 kilometres distant from the employee's previous work location shall be reimbursed for necessary expenses incurred in transporting the employee's household furniture and effects to a residence near such new work location up to a maximum amount of **\$2000.00** ~~\$1,000~~. Packing and insurance charges shall not qualify as an expense for reimbursement purposes. To qualify for reimbursement, such relocation of residence and expense incurred as a result must take place within one year of the reassignment.

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