IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

The College Employer Council for the Colleges of Applied Arts and Technology

and

OPSEU

(College Academic Employees)

Before:	William Kaplan
	Sole Arbitrator
Appearances	
For the CEC:	Greg Power
	Quinn Brown
	Hicks Morley
	Barristers & Solicitors
For OPSEU:	Colleen Bauman
	Chris Donovan
	Goldblatt Partners
	Barristers & Solicitors

The matters in dispute proceeded to a mediation/arbitration on June 14, 15 & 16, 2025.

Introduction

The parties to this proceeding are OPSEU (union) – on behalf of approximately 15,000 full-time and partial-load professors, instructors, counsellors and librarians, and the College Employer Council (CEC) which represents public colleges located throughout Ontario. On January 7, 2025, following several days of mediation (December 6, 7 & 8, 2024 and January 6 & 7, 2025) the parties entered into a Memorandum of Agreement (MOA). That MOA provided for this process of mediation/arbitration and included several other terms, including the CEC withdrawing some of its proposals and providing for various benefit improvements (some effective within sixty days; others effective later facilitating the enrolment and extension of benefits to partial load employees). The MOA further provided that earlier agreed-upon items – as set out in an Appendix – will form part of the collective agreement settled by this award.

Collective Bargaining Background

The previous collective agreement expired on September 30, 2024. The parties began their negotiations for a renewal agreement on July 15, 2024. They met on 28 occasions, not including four days of conciliation. A mediation in December 2024 and January 2025 followed. As noted above, agreement was reached on some outstanding items – memorialized in the MOA – but not in the overall, leading to the decision to engage in this process of mediation/arbitration.

A Changing Landscape

The parties enjoy a mature collective bargaining relationship. However, the current round has presented unprecedented challenges. Because of federal government changes to immigration rules, there has been a precipitous decline in the number of foreign students with a direct impact on colleges' finances. Some context illustrating the scope of the current problem is in order.

In the four years prior to the pandemic, international tuition fee revenue increased 152 percent: from $696 million to over $1.7 billion. As student enrolments grew, so too did the numbers of partial load faculty – full-time has remained relatively stable – a trend seen across the post-secondary sector, not just at the colleges, reflected in the growing use of contract/sessional faculty. In the meantime, domestic tuition fee revenue decreased, the result of a 10 percent tuition fee reduction and tuition fee freeze put into place by the Ontario government effective 2020/21. Overall, the number of foreign students grew exponentially, while the number of domestic students began to decline.

In fact, between 2012/2013 and 2020/2021, Ontario's colleges experienced a 15% decline in domestic students and a 342% growth in international student enrolment. This changing demography – and risks associated with it – did not go unnoticed. According to Ontario's Office of the Auditor General – as set out in its December 2021 report, *Value-for-Money Audit: Public Colleges Oversight* – the high reliance on international students created fiscal uncertainty. This was also the conclusion of the 2023 expert panel report: *Ensuring Financial Stability for Ontario's Postsecondary Sector*: Ontario's colleges and universities were only sustainable because of foreign student tuition fees. The numbers make this manifest: In 2022/23 tuition revenue totalled $4.356 billion, with an estimated 76.6% of that coming from foreign student fees.

The warnings materialized in January 2024 when a new cap on foreign student (and related) visas was announced by the federal government. While this cap was described as temporary, it has been extended. Not only are new foreign student enrolments down, so too are the number of existing international students progressing through years of study. Twenty-three of the twenty-four colleges have reported a 48% decrease in Semester 1 enrolment from September 2023 to September 2024: 91,306 vs. 46,555 (and the enrolment number decline brings with it a parallel revenue reduction in foreign tuition fees).

The impact of these declining numbers of foreign students has been both immediate and dramatic. By the spring of 2025, more than 600 programs were cancelled/suspended, or their cancellation/suspensions announced, and four colleges have closed campuses or announced their closure. The list of program cancellation/suspensions disclosed in these proceedings is, in a word, alarming. Program after program in college after college are identified and then described as follows: "Program Suspension of All Deliveries with the intent to Cancel" or "suspended" or "teach out ends" or "program closure with teach out." As of June 2025, nineteen of the colleges have reported staff reductions – current and planned – of more than eight thousand employees:

Academic Full-Time:	613
Academic Non-Full-Time (Partial-Load, Part-Time, Sessional):	3370
Academic Non-Full-Time (Anticipated Fall 2025):	679
Support Full-Time:	1210
Support Full-Time (Anticipated Fall 2025):	281
Support Part-Time:	1202
Support Part-time (Anticipated Fall 2025):	110

Full-Time & Part-Time Administrative Staff:	772
Full-Time & Part-Time Administrative Staff (Anticipated Fall 2025):	159

Notably, this data is incomplete as some colleges have not yet reported. Clearly, the situation is grave. While the federal government may revisit and adjust its caps, there is no expectation that it will do so during the term of the collective agreement being settled by this award, or even soon thereafter.

CEC Submissions

From the CEC perspective, the drop in foreign student enrolments changed everything, leading to what it described as an existential crisis. The mass recruitment of foreign students occurred because the colleges needed to find additional revenues to cover increased costs at a time of stagnating provincial grants (and the government-imposed domestic student tuition fee reduction and tuition caps). The current and expected-to-continue loss of foreign student tuition fees – on average they pay four times the tuition of domestic students – was/is devastating as these uncapped fees cross-subsidized programs and services provided to domestic students and allowed the colleges to maintain operations. Even the (current) slight uptick in domestic student enrolments does not move the fiscal needle because of the corridor funding model.

The data illustrated the scope of the problem, in the colleges' submission. There was a reduction of nearly 77,500 foreign students enrolled in March 2025 compared to March 2024. To be sure, foreign students continued to enrol under Provincial Attestation Letters, but the global number was dramatically down, and Ontario's share also significantly reduced, as was the approval rate (and the federal government allocations had to be split between the colleges and the universities).

Without the foreign student fees there was not, the colleges argued, enough money to fund operations. Maintaining all existing programming was not sustainable. There was no reason to believe, the CEC observed, that help was on its way in terms of increased provincial funding (and contrary to the union's claim, the Ontario 2025 budget showed a decrease in spending in the post-secondary sector). In fact, the Ontario government had made its expectations clear: the colleges needed to solve their fiscal challenges through efficiencies and cost reductions.

Yes, the colleges agreed, there were currently surpluses, but they were needed to service debt, fund multi-year technology, pay for equipment and capital asset renewal, and to attend to deferred maintenance. Using any accumulated surpluses to pay for non-normative faculty wage increases was in direct contravention, the colleges argued, of the statutory requirement to ensure balanced annual budgets and long-term financial stability. Besides, the colleges' observed, what would happen after the surpluses were (quickly) exhausted? There would then be no cushion whatsoever for sure-to-arrive future fiscal challenges.

Budget information provided to the union, the colleges observed, projected combined budget deficits (for all colleges) of approximately $228 million in 2025-26. By 2026/27 virtually all colleges were projecting deficits totalling an estimated $500-$900 million. The $2.7 billion in cash on hand relied on by the union to fund its proposals, the colleges pointed out, was largely made up of pre-payments of foreign student fees, not a source of monies available to fund union demands. The same was true about a specific provincial government sectoral grant increase: it was targeted to identified initiatives such as STEM program funding, research and mental health; it was not available to pay for increases to faculty compensation.

In these circumstances, the CEC described its proposals as conservative and cautious, and designed to deal with what it described as a current and continuing crisis. This was not the time, the colleges argued, to entertain OPSEU's way above normative wage demands; nor its staffing proposals – incredibly – to hire new employees. Nor was the timing right – pointing to another OPSEU proposal – to accede to the union's request to eliminate consideration of economic viability in managing the operations, or to dramatically change governance (which was, in any event, beyond jurisdiction as set out in the governing legislation). The union's proposals, it noted, would come with a cost of over $1.1 billion (not including the union's proposal for enhanced severance).

Continuing in this vein, the colleges argued that this was also not the time to make drastic and unjustified changes to collective agreement workload provisions. The *Report of the Workload Taskforce 2024* (Flaherty Report) had concluded that faculty were teaching less: there was a reduction in teaching contact hours, preparation hours and evaluation hours (accompanied by a growth in complementary functions). This informed the CEC's workload proposals, which it described as reasonable and incremental (in marked contrast to what the colleges characterized as wholescale breakthrough union proposals). The CEC also expressed some methodological and analytical concerns about the Flaherty Report, leading to its conclusion that its recommendations required further study and review (and it noted that the report did not recommend any specific changes to the workload formula which was among the union's priority demands).

OPSEU Submissions

OPSEU agreed that the colleges were facing financial challenges, especially those brought about by restrictions on numbers of foreign students imposed by the federal government. However, it rejected the CEC's apocalyptic assertions as the evidence established that the colleges were well equipped to face the challenges ahead: "Tellingly, the 2024-25 financial statements reveal that all but one College remain in a surplus position" (at para. 4 Reply Brief). The number of foreign students, while down, continued to reflect 2022 levels and those students, the union argued, will continue to make up a significant portion of college revenues. In the union's view, the colleges remained well positioned to achieve their educational mission. Providing excellence in college education was best achieved by attracting the best and brightest minds by offering stable jobs that were fairly and competitively compensated. The conclusion was, in the union's submission, inescapable that the colleges were, individually and collectively, in a very strong fiscal situation, having previously posted successive years of record surpluses.

The union acknowledged that government-imposed domestic tuition caps, and sectoral underfunding more generally, resulted in the colleges turning to the recruitment of foreign students as a key source of revenue. The colleges were aware that doing so was unsustainable, and subject to disruption, but despite the warnings, they relied on a source of revenue that they knew – because they had been told and because it was obvious – might dry up and quite possibly disappear. Recalibration, to the extent that it was even necessary, should not, the union insisted, come at the expense of union members who had no control over these decisions and, unlike the colleges, were in no position to help plan for contingent futures (making the union's governance proposals even more imperative and justified by demonstrated need).

The union disputed the colleges' assertion that deficits were on the horizon and took issue with certain specific claims that the union described as unsupported in the evidence and vastly overstated. For example, while the CEC pointed to the high percentage of tuition fee revenue coming from foreign students, the more appropriate metric for an objective assessment of the situation was that foreign student fees were only 33% of total revenue (and a handful of colleges had a disproportionately high ratio of foreign vs. domestic students, skewing the results system wide). In any event, foreign student enrolment data demonstrated that it remains higher than it was in 2021 and 2022 (before the visa caps were imposed). In the meantime, domestic enrolments were up and were projected to continue to remain so, arguably offsetting declines in foreign students and their tuition fees. Other examples were advanced to illustrate what the union described as the exaggerated and misleading nature of the colleges' unsupportable claims of fiscal distress. At the very least, scepticism was in order. For reasons explained in the union's reply submissions, the colleges' costing models were not only exaggerated, but suffered from a lack of methodological transparency along with speculative operational assumptions, making the outputs of little or no value.

Indeed, the union argued, even if projected deficits occurred, the current combined surpluses would be available to address them in the unlikely event they even materialized. Simply put, there was money available, the union argued, to see the colleges through the current predicament. Money had been saved for a rainy day. That day had now arrived. In 2022-23, for example, the colleges – collectively – had a surplus of approximately $660 million on revenues of $8.7 billion. In 2023-24, every single college posted a surplus, and there were billions of dollars of cash on hand as of March 31, 2024. In the union's view, existing surpluses were funds to be used to preserve the public good provided by the colleges, allow the colleges to adjust to the decline in foreign enrolments, maintain existing programming, and ensure that faculty were appropriately and adequately compensated. What the monies should not be used for, in the union's view, was disproportionate and excessive spending on management salaries; namely, compensation increases vastly eclipsing anything that the union sought in these proceedings, not to mention bloated management ranks. Overall, the financial data established no inability to pay. In fact, the opposite was true, in the union's estimation. All its justified proposals could be funded with available resources.

What should not occur, the union submitted, was the CEC taking opportunistic advantage of the "current moment to dismantle in part the College system in real time" (para. 114) to further a corporate agenda of turning a profit. Instead of a slash and burn approach – and one unjustified by any objective assessment of the data – what was necessary, in the union's view, were measured and principled proactive adjustments that must include introducing new programs aimed at attracting more domestic students (not laying off valued employees) and continuing a long and proud tradition of meeting labour market needs. There was a problem, to be sure, but there was not an existential crisis justifying attacks on faculty and erosion of quality education. Surplus dollars, the union argued, must be shifted toward safeguarding the core educational mission, and that meant preventing program closures and layoffs. To repeat, the union's governance proposals to improve collegial governance were more important than ever: they provided a real opportunity to collaboratively address the issues at hand.

It was also necessary, in the union's submission, to consider the overall context more broadly. While it was correct that there had been a decline in foreign student enrolments, and that it was significant, albeit its significance overstated by the CEC, this reduction was little more than a return to the status quo following several years of increased but outlier numbers. The Colleges were, therefore, in its view, in an excellent position to weather this (temporary) storm, and the mediation/arbitration process must, therefore, address the union's legitimate needs, all of which were amply established by demonstrated need.

OPSEU had a completely different take on the Flaherty Report than the CEC. In its view, that thoroughly researched well-balanced report clearly, persuasively, and authoritatively set out a clear path for the resolution of longstanding workload concerns. The union accordingly sought changes to ensure that workload assignments were transparent, accurately measured and recorded and fair (and that finally began to account for hidden work not recorded in faculty SWFs). Workload had been a festering issue for decades. There was demonstrated need for the union's workload proposals for both full-time and partial load, which were all long overdue. In addition, the union sought above-normative monetary increases to address embedded and existing inflation, consistent with freely bargained results with comparators, meaning university faculty association groups. There was demonstrated need to strengthen job security in the face of program closures and layoffs, including long overdue improvements to existing severance provisions, together with targeted improvements for precarious partial-load employees who, as the statistics above indicate, have been disproportionately impacted by staffing reductions (as their numbers rose in response to the growth in foreign student enrolments).

The union concluded by asking that serious consideration be given to awarding a one-year term. This was a change in position. The union had initially proposed a two-year term, but the context had dramatically changed since it first made that proposal. The impact of the foreign student reductions was still unfolding. There was a great deal of sectoral uncertainty. A shorter term would allow the parties to recommence collective bargaining once the colleges' financial situation was better known and understood (not to mention its impact on staffing).

Discussion

In deciding the outstanding issues, normative interest arbitration criteria including replication, the economy, demonstrated need, total compensation, comparators and gradualism have been carefully considered. The current factual context is extremely important. There can be no gloss: the colleges are facing unprecedented financial pressures brought about by federal government changes to foreign student visa rules, Provincial Attestation Letter allocations, post graduate work permits and changes and classification of instructional program coding. Tuition freezes/reductions implemented by the provincial government are also a significant contributing factor. The overall situation is not expected to significantly change, if at all, during the term of the collective agreement being settled by this award.

As OPSEU noted in its mediation/arbitration brief: "The Union acknowledges that, in light of recent federal government changes to the immigration rules for international students, Colleges are facing some future uncertainty with nearly all Colleges announcing program closures and layoffs" (at para. 3). The parties understand announced program suspensions could result in more layoffs/losses of additional full-time and partial load positions by the end of program teach-outs.

The parties agree about how we got to the current situation. Foreign student revenues masked a more serious problem: chronic underfunding. When foreign student visas were reduced, the underlying issue; namely, the true state of the colleges' finances, was starkly revealed. The parties do not, however, agree about what to do next.

In the union's submission, the colleges were and are – if the accumulated surpluses are considered – in a relatively sound economic situation. When year-over-year enrolment numbers are reviewed, the foreign student enrolment decline reflects a return to the status quo after a period of high, albeit anomalous, growth (making preservation of existing programs and faculty ranks both doable and appropriate). Moreover, the union asserts that existing surpluses provide more than sufficient funding to cover the cost of its proposals, especially since it was seeking a one-year term. Obviously, the CEC completely disagrees with the proposition that available surplus funds should be drawn down, as the union proposed, especially since projections indicate that they would, by 2026/27, evaporate in any event (as system-wide operating deficits were expected, discussed above and below).

It is important to note that the surpluses were generated by the growth in foreign student enrolments. As the union observed in its brief: "These abnormal increases in enrolment led to the accumulation of massive surplus during these academic years" (at para. 87). The conclusion is axiomatic that without these foreign fees, there will be no future surpluses. Put another way, with foreign student enrolments down, the surpluses they generated will follow suit. The growth in partial load employee numbers accompanied the foreign student enrolment growth. As indicated above, this staffing category has been the hardest hit. Even with a recent increase in domestic student enrolments, a return to "normal" enrolment levels creates staffing challenges, reflected in current and continuing staff losses.

The present fiscal situation is volatile. There is no reason to believe that it will improve in the short or medium term. The fact is that normative interest arbitration criteria must be applied consistent with common sense. Foreign student enrolment is down, and hundreds of programs are being cut and campuses closed. The future is uncertain. It would be imprudent at best, and derelict at worst, to make any significant changes such as to workload, assuming one was persuaded they were appropriate, until the financial situation, including enrolments and government funding, becomes clear. CEC projections indicate that what (limited) surpluses exist will soon be exhausted absent material and unexpected sources of financial relief. To be sure, there are some positive economic indicators – pointed to by the union in its submissions – but there are headwinds too. Overall, I am persuaded that there is demonstrated need for this award to focus to the extent possible on enhanced severance for full-time employees, enrolment improvements for partial load employees (on top of previous benefit improvements as provided in the MOA), and workload.

A LOU is introduced providing for enhanced severance for full-time employees during the term of this collective agreement. Also awarded are general wage increases informed by the unique financial context the colleges currently face – and are expected to face when the surpluses disappear and the system-wide operating deficits arrive – and in part by recent post-secondary settlements. The union proposed a one-year term, the colleges a four-year term. In my view, and consistent with the overwhelming bargaining pattern between these parties, and to ensure some stability, I have awarded a three-year term. In addition to enhanced severance for full-time employees, the partial load registry has been adjusted to provide for automatic enrolment (and other changes to facilitate partial load participation in union business). Mechanisms to enhance employment stability and promote collaborative planning based on appropriate data sharing are also introduced. Access to JESRF has been improved.

There is an understandable desire to address workload. It has been on the agenda for years. The Workload Taskforce was awarded in the last round, and it is entirely understandable that changes would be sought arising from the Flaherty Report. But those changes must be proportionate and grounded in the current fiscal reality. Among other improvements is an additional hour added for complementary functions for out-of-class student assistance. Another improvement is new course credit for teaching for the first time in a new delivery mode as assigned by the College. The newly awarded LOU Re: College Bargaining Information Subcommittee Overtime will help ensure appropriate collection of workload-related data for collective bargaining purposes. Overtime for counsellors and librarians has been addressed and, quite importantly, the ability of the counsellor to provide services when faced with a student in crisis has been recognized with the development of an appropriate policy remitted to the individual colleges. The change to Article 11. 01 C provides flexibility in the assignment of teaching blocks and makes clear that there can be no assignment of less than one hour. The arbitrator list has been amended. Outside of this process, however, the parties have agreed to meet to discuss an introductory list of arbitrators and have requested my assistance as a facilitator if need be.

Overall, the focus in this award has been on meeting the current moment with enhanced severance and making changes to job security provisions while addressing workload to the extent feasible in the current context (noting that the parties do not agree on the existence or nature of a problem requiring redress). Benefit improvements, as discussed above, were previously implemented in the MOA (including the major improvements for partial load employees).

Ultimately, the conclusion is reached that this award must be modest and reflective of the distilled priorities of the parties as set out in their briefs and extensively reviewed in the mediation/arbitration process. The collective agreement settled by this award shall include all unexpired provisions of the predecessor collective agreement, the agreed upon items on as set out in the MOA, and the Appendix to the MOA, and the terms of this award. Unless specifically addressed below, or in the agreed upon items in the Appendix to the MOA, all other LOUs are renewed. Housekeeping changes such as renumbering remitted to the parties. Any CEC or union proposal not specifically addressed in this award is dismissed.

Award

Term

October 1, 2024, to September 30, 2027.

Wages

October 1, 2024: 3%
October 1, 2025: 2.5%
October 2, 2026: 2%

Retroactivity to be paid within ninety (90) days to current and former employees, or sooner if practicable.

Severance – New LOU

Effective date of award (and superseding existing collective agreement provision for its term). Applies to all notices of layoff on or after date of award and remains in effect until September 30, 2027. Severance payment shall be in accordance with the following scale based on the number of full years of continuous service with the College – and pro-rated for partial years – as at the date of layoff based on the employee's annual base salary rate as of that date, as set out in Article 14. The following schedule provides for severance payment to full-time employees with two or more full years of continuous service up to a maximum payment at 24 or more years continuous service with the College, provided the employee gives the College written election of severance within 120 calendar days after termination of the notice period and waives all recall rights under the Agreement. (Employees should also refer to the *Employment Standards Act* (Ontario) regarding severance and recall).

Years of Service	**% of annual salary**
2	13%
3	17%
4	19%
5	25%
6	27%
7	29%
8	31%
9	33%
10	39%
11	41%
12	43%
13	45%
14	47%
15	53%
16	55%

17	57%
18	59%
19	61%
20	67%
21	69%
22	71%
23	72%
24+	80%

Article 8 Union Business

Article 8.04 A

Amend as follows:

The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period **or a partial-load employee who is currently registered in accordance with article 26.10 D**, for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto.

Article 8.04 B

Add:

(iii) **In the case of a partial-load employee, the allocation of hours for Union business shall be in addition to their partial-load assignment and used for calculating pay only. Such hours shall not be used for purposes of Article 26. Hours for Union business that extend beyond the dates of the partial load assignment shall be at no cost to the College.**

Article 8.06

Amend, as follows:

Upon application in writing by the Union to the Human Resources Committee through the College concerned, a leave of absence shall be granted to two employees elected **or appointed** to a full-time position with the Union, subject to the availability of a suitable replacement or substitute for the person concerned. Such leave of absence shall be for one term of office of two years unless extended for a specific period on agreement of the parties. Such leave of absence shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding 27.03 C, be with full accumulation of seniority. **In the case of a partial-load employee, the**

employee shall have the same number of service credits earned in the 12-month period preceding the election or appointment applied to each year of leave of absence with no loss of partial-load registry rights.

Article 11 Workload

Article 11.01 C

Amend, effective January 1, 2026:

Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes. **No teaching block will be scheduled for less than one hour. Teaching blocks may be extended by half-hour increments provided that the total weekly teaching contact hours assigned to a course equal a whole number. Each half hour extension to a teaching contact hour shall include a break of up to five minutes.**

The voluntary extension of the **assigned** teaching contact **time** - by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the teacher staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour

Article 11.01 D 3

Add, effective the 2026-2027 academic year:

- teaching for the first time in a new delivery mode as assigned by the College.

Article 11.01 E 1

Amend, effective January 1, 2026:

Essay or project: 1:0.03**5**

Article 11.01 F 1

Amend, effective January 1, 2026:

Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of **seven** hours of the 44 hour maximum weekly total workload shall be attributed as follows:

five hours for routine out-of-class assistance to individual students

two hours for normal administrative tasks.

The teacher shall inform their students of availability for out-of-class assistance in keeping with the academic needs of students.

Article 11.01 F2

Amend, effective January 1, 2026:

The attribution of **five** hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in their total course load. When a teacher who has more than 260 students in their total course load considers that they will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with their supervisor. Possible means of alleviating the concern should be considered such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.

Article 11.04 A2

Add, effective January 1, 2026:

Where a Counsellor or Librarian is assigned to work overtime in excess of 35 hours in any given week, such time shall be compensated at the rate of 0.083% of annual regular salary.

Article 11.09 A 1

Amend:

In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union, **the latter of which shall not be unreasonably withheld.**

Article 14 Salaries

Article 14.03 A 3

Coordinator Allowance

Amend:

Prior to assigning the designation of Coordinator to an individual outside of the bargaining unit, the College will canvass the affected program area to assess the interest of bargaining unit members and offer the designation of Coordinator to a bargaining unit employee who expresses interest and is qualified.

Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, which shall be reduced to writing prior to the acceptance of the designation, subject to changes as circumstances require. It is understood that coordinators do not have responsibility for the supervision, **hiring** or disciplining of **other** bargaining unit **employees**. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.

Those employees who are designated as coordinators **shall** receive an allowance equal to one or two steps on the appropriate salary schedule. Such allowance will be in addition to the individual's annual base salary. **Additional attributed time may be assigned as a complementary function.**

Article 26 Partial-Load Employees

Article 26.10 D

Amend:

In addition to maintaining a record of a partial-load employee's job experience, the college shall keep a record of the courses that the employee has taught on or after December 20, 2017, in a part-time, partial-load or sessional capacity and the departments/schools where the partial-load employee has taught such courses. An employee may provide the college with evidence of courses that the employee has taught in a part-time, partial-load, or sessional capacity prior to December 20, 2017.

By April 30th, 2025, a currently or previously employed partial-load employee must register their interested in being employed as a partial-load employee in the following academic year and the maximum number of teaching contact hours that they are prepared to teach (to a maximum of 12). This individual will be considered a registered partial-load employee for the purpose of 26.10 E.

Effective the 2026-2027 academic year, currently or previously employed partial-load employees shall automatically be registered for partial-load priority consideration for the following semester. Any individual registered for partial-load priority shall advise their supervisor in writing of the maximum number of teaching hours they wish to be assigned (to a maximum of 12) by no later than April 30th of the preceding year.

The College **shall provide** to the Union, four (4) weeks after April 30th in each year, a list of the partial-load employees who **are** registered in accordance with this article and the courses which the partial load employee has taught on or after December 20, 2017, in a part-time, partial load or sessional capacity.

Article 26.10 E

Amend:

(i) They have previously been employed as partial-load employee for at least eight (8) months of service as defined in 26.10C within the last four (4) academic years, and

Article 26.10 F

Add:

A partial-load employee's priority in hiring shall, as provided in article 26.10 E, shall cease to apply:

(i) where the partial-load employee refuses all offers of partial-load assignment in twenty-four (24) months; or

(ii) where the partial-load employee is released or resigns pursuant to article 26.10 A or accepts full-time employment with the College.

However, the employee will be eligible to register for priority, in accordance with 26.10 D, when they are next hired as a partial-load employee by the College.

Article 26.10 G

Amend as follows:

Notwithstanding 26.10 F, where a partial-load employee advises the College that the employee has:

(iii) is on a leave of absence listed under Article 21.01.

Article 26.11

Add:

All partial-load employees shall be paid $65.00 per hour for a minimum of one hour for all mandatory meetings and mandatory training scheduled by the college not associated with the academic deliverables of the partial load contract. The parties recognize that these hours shall only be used for the calculation of pay pursuant to this article and shall not be considered for any other purpose including, but not limited to, bargaining unit status, accumulation of service credits, benefit bridging, eligibility for the partial-load registry, etc.

Article 27 Job Security

Article 27.09 A

Amend:

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

Article 28 Employment Stability

Amend:

28.02 A The parties **agree to meet once in the Spring, Fall and Winter semesters, or as mutually agreed**, **and** subscribe to **the** objectives and principles as follows:

…

(ii) that such strategies could include, but **shall** not necessarily be restricted to, planning, retraining, early retirement, alternative assignments, secondments, employee career counselling, job sharing and professional development;

(iii) that data which are relevant to employment stability **shall** be made available to both parties, **including pertinent staffing and financial information;**

(iv) that procedures and **proactive planning** should be in place 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 become necessary;

Article 32.03 B

Arbitrator List

Add:

B. Fishbein
C. Johnston
L. Lawrence
D. Randazzo
D. Webb
J. Cave
Deletions as agreed by the parties.

Progression Factors

Amend:

Special Note to Raters:

If a given individual's qualifications and experience are such that the College concerned considers that person to be particularly important to its program but the salary as established by the plan is inadequate, the College may grant up to **seven (7)** additional steps on appointment provided the resultant rate does not place the individual above the maximum salary.

New Lou RE: JESRF Funds

Effective date of award. Expires on September 30, 2027.

During the term of this letter, the College shall advise bargaining unit employees who have received notice of layoff and/or who have been identified by the CESC as a candidate for retraining of the availability of JESRF funds and invite affected bargaining unit employees to apply.

The CESC shall consider the requests for JESRF funding on a fair, transparent and equitable basis.

Requests for reimbursement from available JESRF funds will not be unreasonably denied provided that the request relates to retraining, career counselling and/or job search assistance. The CESC may consider other requests for reimbursement that are reasonable in the circumstances and that will assist the individual in making a job transition, provided that JESRF funds remain available.

Lou Re: Signing of Collective Agreement

Amend:

The parties agree that the collective agreement will be signed within 45 days of the interest arbitration award of William Kaplan dated July 2, 2025.

Lou Re: Counsellor Overtime Procedure

Every College shall have a procedure to address overtime where it is not possible to obtain pre-approval when a student is in crisis and in need of professional assistance.

The College agrees to consult with the Local Union when establishing/amending its procedure, which shall be implemented by January 1, 2026.

Amend Lou Re: Intellectual Property

The parties will establish a subcommittee of the EERC to discuss and make recommendations regarding intellectual property. The parties are reaffirming their commitment to addressing the issues related to intellectual property in the Ontario College system. The intellectual property subcommittee of the EERC will be established within 30 days following the signing of the Collective Agreement. The subcommittee will meet as mutually agreed following the signing of the Collective Agreement and on at least three (3) other mutually agreed occasions before the expiry of the Collective Agreement.

The committee shall discuss and make recommendations regarding the materials that have been created or recorded by bargaining unit members in the process of developing or delivering any course. Topics will include, but not be limited to, the use, sharing, selling or transferring such materials.

College Bargaining Information Subcommittee (CBIS)

Amend existing LOU: College Bargaining Information Subcommittee

The parties have established a subcommittee of EERC to gather and analyze workload related data for collective bargaining purposes on an annual basis.

The College Bargaining Information Subcommittee (CBIS) shall be composed of two nominees appointed by CEC and two nominees appointed by OPSEU. Any decision made by a majority of the CBIS with respect to workload related data shall be in writing and may include topics such as:

- information to be collected,
- formats for coding the information received,
- types of analysis to be performed on the data,
- method and timeline for data collection and dissemination.

The CBIS work shall be informed by the process first established by the Collective Bargaining Information Services – Advisory Committee and the recommendations of the 2024 Flaherty Workload Taskforce Report.

The CBIS subcommittee shall meet in May of each year, or more often as may be mutually agreed, to discuss the data collected and to prepare a joint presentation of the data following the existing template first established by the Collective Bargaining Information Services – Advisory Committee.

Conclusion

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

DATED at Toronto this 2nd day of July 2025.

"William Kaplan"

William Kaplan, Sole Arbitrator