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# JOB SECURITY

- Report by the Committee on Anglophone job security.
- A section explaining our job security clauses for permanent teachers.



# 1978 AND THE FUTURE

The Conseil Fédéral of June 1977 set up a committee to study the question of job security for anglophone teachers. The committee has attempted in this report to establish the particular parameters involved in the job security of anglophone teachers.

The various reports contained in this document represent the results of the committee's work.

An overview;

- Job security and the permanent teachers (under the present agreement);
- Projections of the school populations in the coming years and how these projections will affect job security;
- Positions of FNEQ and the CSN on the language question.

# AN OVERVIEW

There is no doubt that the CEGEP system over the next 10-15 years will be faced with a significant decline in student enrollment and a consequent job security problem. This problem is essentially the result of demographic change. The enrollment in primary and secondary schools has been declining steadily since 1971-72 and will continue to do so (see tables 1 and 3 — Projections). Only a gradual increase in the transition rate of students from high school to CEGEP could compensate for this decline. This increase could be the result of a change in the minimum age for leaving school or by a change in structures allowing for easier access to collegial studies.

The impact of Bill 101 on this situation is simply to speed up the decline in the English sector and to slow it down in the French sector. However, the effect of Bill 101 on the CEGEPS will only fully be felt for the first time in the Fall of 1989. For the next eleven (11) years, the CEGEPS will feel the impact of Bills 63 (freedom of choice) and 22. There is every reason to believe that, in the next eleven years, job security will be a bigger problem in the French CEGEPS than in the English CEGEPS.

One thing is certain, job security will be a problem for all of us. The question we are faced with now is simply what position do we wish to take on the job security question given that our current contract expires in June, 1979?

## THE CURRENT SITUATION

The present job security system (see section on job security) is reasonably complete. A teacher with permanence (tenure) **is guaranteed a teaching job within the CEGEP system in the language which she/he is currently using until death, retirement or voluntary resignation.** A teacher is **neither obliged** to teach in the other language nor to undergo re-training but she/he **may choose** to do either.

## WHAT LIES AHEAD?

The rights we currently enjoy were fought and won by everyone. They belong to everyone. No one can want a return to the decree or past collective agreements nor a restriction on our existing rights. Demographic projections indicate an employment problem for all teachers in the system. In the short term, the problem will be more serious in the francophone sector than in the anglophone sector. Since the integrity of the English system of education is guaranteed (by Bill 101) and since up until now the anglophone CEGEPS have developed normally and adapted rapidly to changing circumstances, it would be very unlikely if the anglophone system were to allow one of its CEGEPS to disappear.

## HOW DO WE PREPARE FOR THE FUTURE?

What is our evaluation of the protection provided by the current job security clauses in the event of a catastrophic situation? Will the current clauses be sufficient even in eleven years? What aspect of the job security package should be improved first?

What positive initiatives could we take in other areas of the contract to deal with the expected job security problem?

For example:

- Integration and expansion of continuing education;
- A "Commission Pédagogique nationale" (Provincial Senate or Academic Council);
- A general improvement in workload;
- A much more comprehensive re-training and professional development program including possibly language re-training;
- A system of sabbatical leaves.

What pressures can we bring to bear outside of the realm of the collective agreement:

- Development of pedagogical research and experimentation programs;
- The application of more resources to remedial work;
- Changes in admission policies, e.g. acceptance of more high risk students.

There is a problem and it affects all of us. However, for the moment and over the next eleven years, if the job security clauses in the current contract are retained untouched, there should be no problem for teachers with permanence (tenure).. In addition, normally a new contract means an improvement not a worsening of the status quo. The only real danger is a sudden sharp decline in student enrollment leading to the closure of individual CGEPS. We all have an interest in maintaining the rights we have already won. We cannot ask for nor expect a privileged position for any group but together we can work to deal with the problems that affect us all.

## COMITÉ SUR LA SÉCURITÉ D'EMPLOI DES SYNDICATS ANGLOPHONES (FNEQ) FNEQ COMMITTEE ON ANGLOPHONE JOB SECURITY

**Members:** Stefan Muszynski  
Peter Deslauriers  
Charles Levine  
Odile Ouellette  
Lucille Beauchemin  
(ex-officio member)

**Bureau fédéral and Dawson college**  
Dawson college  
Vanier college  
Collège Lionel-Groulx  
FNEQ president

# THE LANGUAGE QUESTION

## FNEQ'S POSITION

At the Conseil fédéral in June, 1973 (before the affiliation of most of the anglophone unions), FNEQ adopted the following motions:

"FNEQ calls for:

1. The withdrawal of law 63 (freedom of choice);
2. A policy of French unilingualism in Quebec;
3. The democratic participation of citizen's committees, the union movement, etc., in the elaboration of a viable cultural policy for Quebec".

Although the Conseil adopted this unanimously, we must remember that, at the time, a long process of consultation with debate at the local union level did not take place. The possibility of these demands being even partially realized has understandably upset some of our members.

The language question has once again come up at FNEQ. The Conseil fédéral of June, 1977 adopted the following motion:

"Whereas, FNEQ has for quite a while been in favour of French unilingualism in Quebec;

Whereas, for anglophone workers in the educational sector, the adoption of Law 1 may in the long run have an effect on their jobs by reducing the number of students in that sector;

Whereas, for teachers language is one of our principle tools;

Whereas, teachers who will eventually be affected by the consequences of Law 1 must have union guarantees related to job security instituted now;

## IT IS MOVED:

1. That FNEQ adopt the CSN's op-

position as contained in the Memoire on Bill 1.

2. That FNEQ especially insist on the importance of preserving the jobs of anglophone workers in teaching if the anglophone student population is reduced because of the applications of Law 1 or any legislation which follows the main principle of the CSN's position. **That, consequently, in the text of the Law itself, necessary measures such as language retraining, transition periods, etc., be foreseen".**

The first point was adopted almost unanimously and the second point was adopted unanimously.

## CSN'S POSITION

The CSN adopted a position at its last congress in June, 1977. This position has been elaborated in the Memoire presented to the parliamentary hearings on Bill 1. Although many topics are covered in the Memoire, the CSN has taken the following position on the sensitive question of language of education:

a) In primary schools, teaching will take place in the mother tongue of the pupil wherever there is a sufficient concentration of population of a given language in order to form large enough classes. All pupils will be prepared, by a sufficient teaching of French, to be able to continue their education in French.

b) At all levels above primary, including university, the only educational institutions subsidized by the State will be those where the teaching will take place in French, except second language teaching.

Conscious of the negative effect this would have on anglophone job security in teaching, the CSN has included job security in its demands:

"On the other hand, even if we don't share the alarmist views of some anglophones about the eventual disappearance of the English community following the adoption of Law 1, we do maintain our position that jobs must be preserved. If the student population in anglophone institutions is reduced as a result of the application of law 1, we would want the union rights of the affected teachers, especially their right to a job, to be entirely protected. Necessary measures such as language retraining must be foreseen and made available to those who wish to use them. We insist that these provisions be written into the law".

## A PARADOX

The CSN and FNEQ positions present a paradox for anglophone teachers. Along with many other Quebec groups, FNEQ and the CSN have come out in favour of French unilingualism in the schools. On the other hand, they insist on job security for anglophone teachers that would be displaced as a result of dropping enrollment. No simple solution to this paradox comes to mind.

Nonetheless, as long as future collective agreements maintain or improve present job security stipulations and francophone teachers are not made in the collective agreement, anglophone teachers will enjoy as much job security as they can expect, in spite of the present political context.

# THE PROJECTIONS

Following a request by the CSN information service, the attached statistics were sent to FNEQ by the Ministry of State for Cultural Development.

Table I shows the evolution of student populations from 1971 to 1977. These figures should be quite accurate as they are based on real data from the school commissions. Table II gives the student population in the CEGEPS for the same period. Tables III and IV are based on projections of the student population of 1986-87 for five different scenarios (free choice, Law 22, English mother tongue, English mother tongue from inside Canada and Law 101). We must remember that these figures depend on numerous assumptions concerning birth rates, interprovincial migration rates, etc. Although the study attempts to take these variations into account by producing two sets of projections (hypothesis I and hypothesis II) and saying that these represent extreme

possibilities and the truth lies somewhere in the middle, nonetheless we must take the results with a grain of salt. Government projections are not known for their accuracy.

There are other reasons to believe that these figures may be inaccurate for the CEGEP system.

1) Entrance to CEGEP is not controlled by Law 101 and hence it is possible for graduates of French high schools to go to English CEGEPS.

2) There is a possibility of voluntary transfer of anglophone students to the francophone sector, depending on the efficiency of the regulations on language of work.

3) There's always the possibility of a change in government, government policy or of the Canadian constitution.

The figures of Tables III and IV are projections for pre-collegial schooling and can only be used as an indication of the number of students expected in CEGEP. Also the effect of these projections will only be felt

in the CEGEP system several years later. Another factor to consider is that if the transition rate from high school to college increases from 27% to 32% this will all but eliminate the predicted 20% drop. (N.B. This drop is expected in 1986-87 in the secondary and primary system and won't be felt in the CEGEPS until 1990 or later).

The most important figures of Table IV are on the last line and indicate the predicted decrease in the student population (under the assumption the Law 101 remains).

The anglophone sector will decline by 34% to 41%, whereas the francophone sector by only 16%. If we accept these projections as accurate, we can conclude that there will be a job security problem for both francophone teachers and anglophone teachers, although it will be more serious for anglophone teachers in the medium team.



# JOB SECURITY FOR THE PERMANENT (TENURED) TEACHER



Upon what base does the job security of tenured teachers rest? On the assurance of being able to continue in their teaching functions in another CEGEP when there is no more work for them in their own college. The basic principle lies within a certain framework and can become reality only through the functioning of the modalities and applications foreseen in the collective agreement.

This section should be used as a reference to understand the clauses in our collective agreement. The clauses offer various avenues for teachers who must face declining enrollments or administrative or pedagogical changes.

## **FOREWARNING "PLACING ON AVAILABILITY" (5-4.05)**

To have job security is, first of all, to benefit from a year's postponement before being effectively "placed on availability". The forewarning means that the tenured teacher is not placed on availability through a faith in forecasts, but only when these forecasts become reality. This teacher remains in his college during that year for which his contract is renewed normally.

Let's suppose that estimated student enrollment for 1978-79 affects a teacher. He will receive a forewarning before May 1, 1978. This means that if the real student enrollment for 1978-79 coincides with forecasts, the teacher will be placed on availability the following year, that is to say in April 1979.

The teacher in question may, if he wishes, demand to be immediately placed on availability. Thus, he may be placed on availability as soon as May 1978. On the other hand, the year of uncertainty may end before November 1, 1978. If, before the first of November 1978, the number of students is greater than forecast, the college withdraws the forewarning. If the forecasts turn out to be correct, the college will confirm the forewarning. The teacher whose forewarning is withdrawn returns to a normal situation and it would require **another** forewarning (and another year) in order for him to be placed on availability again. On the other hand, if the forewarning is confirmed, the placing on availability takes place the following year, on the condition that the forecast for 1979-80 justifies it.

## **PLACING ON AVAILABILITY (5-4.04)**

**What is a teacher placed on availability?** It is a teacher who has received a forewarning in the previous year, and had the forewarning confirmed. The name of this teacher is then put on the list at the Placement

Bureau as being available for a position at another college. Thus, as soon as he is placed on availability, this teacher may be placed elsewhere in the college system.

**What does a teacher placed on availability do (5-4.06L)?** One who has not yet been placed in another college, exactly like the teacher who has received a forewarning (5-4.06K), remains in his college and **continues to function as a teacher**. He is not counted in the number of teachers allocated to the college, except in the case of a part-time workload. A surplus teacher should not expect to be doing nothing. He must, like the other teachers, assume the job assigned to him.

**How long can a teacher remain "on availability" in his college?** In principle, this situation might be prolonged until retirement, because there is no time limit.

If a teacher has not been placed, it is either because no positions are open for him or because he used the provisions of the collective agreement permitting him to refuse a post. Refusing a post which one must accept (according to the rules) is the equivalent of a resignation and means loss of job security.

## **RETRAINING**

The teacher placed on availability who has not been placed, can choose to be retrained to enable him to take a position which is available or a position may become available in the near future. The possibilities for retraining with full salary appear in the collective agreement in the following form:

5-4.13: A professor who has been placed on availability and for whom neither the college nor the Placement office has been able to find a job before the end of his contract for the year of his placing on availability, may present himself to the Placement office as a candidate for a retraining program or he may propose such retraining as interests him.

A professor who has chosen retraining retains his full salary and all his rights until the end of the retraining period and following that, until he obtains a position suitable to his training.

There are no conditions under which a professor shall be required to reimburse, either in part or in full, his salary and his fringe benefits or the cost of this retraining.

## **RETENTION OF TEACHERS' RIGHTS (5-4.06I)**

Neither the forewarning nor the placing on availability affect the teacher's rights. While he is unplaced, seniority, salary, etc. are maintained. Furthermore, these same rights are taken with him when he is placed. The teacher who exercises his right of return or who transfers voluntarily to another college also benefits from this right.

## **SEVERANCE PAY (5-4.15)**

The teacher who refuses a position which the collective agreement requires him to accept and one who resigns voluntarily following a placing on availability has a right to severance pay. The amount of the severance pay equals one month of salary per year of service, but cannot exceed six month's work of the teacher's salary.

## **EARLY RETIREMENT**

Anyone who would be placed on availability **one year** before the date of his retirement **may** ask to take early retirement. During this year, he retains all his rights, including his salary, as if he were still in the employ of the college. Moreover, this year is recognized as a year of service for the purposes of the pension plan.

## **PLACEMENT**

Placements will generally be made each year between May and September. Sometimes, the placement mechanisms will operate all year. The

functioning is very complicated. For example, it includes a precise hiring order with delays described in the text of the collective agreement, the application of which is done by the Placement office. These mechanisms are an attempt to safeguard the rights of teachers and include the obligations both of the teachers and the colleges.

It goes without saying that the advantages envisaged can only be carried out with the prescribed mechanisms. We might compare this to a house of cards where a single badly placed card can cause the whole structure to collapse. In this regard, one must remember that one error, accidental or not, has repercussions on the whole process and may injure several individuals.

Beyond the delays and the technical formalities, one may identify the elements essential relative to the choices one has and relative to certain arrangements advantageous for teachers.

## **SENIORITY AND THE RIGHT TO CHOOSE**

At each one of the steps in the hiring order, seniority determines the priority accorded to the teacher. Thus, seniority is what allows one to choose and obtain a position in this or that college.

### **Two items to remember:**

— In the framework involving placement, it is the parity committee on placement which must verify the seniority of teachers before local seniority becomes "provincial". It is through this "provincial" seniority that candidates are ranked on placement lists. This changes nothing at the level of local seniority in the colleges.

— "You cannot benefit from your seniority in a region other than your own, if there is a position available in your region". (5-4.06E 1)

Thus, if there is a position available in Montreal, a teacher with 10

years' seniority has no right to a position offered in Quebec, even if all the teachers from Quebec have less than 5 years' seniority.

## **WHAT POSITIONS MUST A TEACHER ACCEPT?**

One of the rules of job security is to fill available jobs as soon as possible with surplus teachers from elsewhere in the network. Consequently, once the mechanisms of seniority, priority, etc. have been brought into play, the teacher must accept:

— a position which corresponds to that which he held at the college where he was placed on availability. That is to say:

5-4.06 F 1: The position offered is in the same speciality in which he was teaching at the time he was placed on availability, the position is available and is to be taught in the language in which he taught at the time he was placed on availability, unless the professor wishes to teach in the other language.

The college must accept this professor.

— a position different from that which he has (in another specialization), if the teacher himself has asked it or if the placement office has offered it to him, and on the condition that the college where the position is available has agreed (5-4.06 F 2).

Note that "a position" means a position available anywhere in the system. Refusing such a position is the equivalent of a resignation and means loss of job security, except for severance pay.

## **WHEN MAY A TEACHER REFUSE A POSITION WITHOUT LOSING HIS JOB SECURITY?**

The following exceptions are likely to occur in the placement process at the time when the teacher indicates his preferences and makes his choice for the available lists:

— When there is more than one

teacher available for a particular position, the most senior teacher may refuse the position, on the condition that another teacher on the list is willing to accept the position (5-4.06 D and 5-4.06 H.1).

— When the position offered is a replacement or part-time position (5-4.06 G).

— When one is offered a position for the ongoing academic year after December 15 of that year (5-4.06 F.2).

## **RIGHT OF RETURN**

The teacher who has been placed in another college retains a right to return to his college "until the 1st of August three years after his first placement year". For instance, a teacher who is placed on availability in April 1978 and placed in September 1979 can use his right or return until August 1, 1982. This right of return is recognized in the hiring order.

## **MOVING EXPENSES (5-4.14)**

The teacher who is placed or a teacher who exercises his right to return the year following his placement can claim reimbursement for his moving expenses. These expenses will be reimbursed if the new work site is more than 30 miles from the old one.

## **RIGHT OF RETURN**

In cases of grievance concerning job security, the teacher or the union may have recourse to a special tribunal.

## **CAUSES WHICH MAY LEAD TO A SURPLUS OF TEACHERS**

A reduction of student numbers is not the only factor which may bring about placements on availability.

5-4.04 As soon as the college, for the purposes of regular instruction, enters into negotiations with a view to modifying, cancelling or transferring administrative or aca-

**demio responsibilities** to a school board or to a private or public corporation, or undertakes to modify its educational structures or programs, it must present such proposals to the Labour Relations committee (C.R.T.) for study, at least six (6) months before the transfer, cancellation, or modification takes place, in conformity with clause 4-2.15.

5-4.03 The college shall undertake, before any partial or total modification, cancellation or transfer, to obtain an agreement, from any third parties concerned, to respect the

working conditions and conditions of employment of professors who may be concerned.

5-4.04 If, following a reduction in the number of students, transfer or modification of the college structures, the college must reduce the number of regular teachers and, if applicable, the number of full-time teachers in adult education in the sense of 8-8.05, and this, within the affected specializations, the college must proceed in the way described before.

Thus, the convention postulates pedagogical or administrative modi-

fications which might affect the collectivity of teachers in a college, or a region, or a certain type of teaching. Teaching personnel in any college in the system may eventually have to face such important changes as: closing of options or of a college, regionalization, population movement, etc. The period of six months is the only firm guarantee relative to an unforeseen or totally new situation. One must hope that important changes will not be made from one day to the next; and that if they take place, they will very likely imply repercussions for the entire collegial system.

TABLEAU I

Tableau 1: Evolution de la clientèle scolaire de 1971-72 à 1976-77, selon la langue d'enseignement, le niveau d'enseignement.

Le réseau: public  
La confessionnalité: catholique et protestante (total)  
La région: ensemble du Québec

Tableau synthétique

Niveau et langue d'enseignement	1971-1972		1972-1973		1973-1974		1974-1975		1975-1976		1976-1977 <sup>(1)</sup>		
	Nombre	%	Nombre	%	Nombre	%	Nombre	%	Nombre	%	Nombre	%	
Maternelle	Français	86 194	85,4	81 592	85,5	78 826	85,7	77 844	85,8	76 343	84,9	75 923	87,1
	Anglais	14 687	14,6	13 839	14,5	13 155	14,3	12 905	14,2	13 598	15,1	11 238	12,9
	Total	100 881	100,0	95 431	100,0	91 981	100,0	90 749	100,0	89 941	100,0	87 161	100,0
Élémentaire	Français	707 018	84,5	638 324	84,4	606 807	84,3	582 717	84,0	555 794	83,3	527 841	83,3
	Anglais	129 464	15,5	118 073	15,6	113 125	15,7	111 122	16,0	111 136	16,7	105 569	16,7
	Total	836 482	100,0	756 397	100,0	719 932	100,0	693 839	100,0	666 930	100,0	633 410	100,0
Secondaire	Français	521 968	84,3	557 919	84,2	547 046	84,0	526 843	83,4	508 531	82,8	491 003	82,6
	Anglais	97 043	15,7	104 765	15,8	104 539	16,0	105 182	16,6	105 929	17,2	103 499	17,4
	Total	619 011	100,0	662 684	100,0	651 485	100,0	632 025	100,0	614 460	100,0	594 502	100,0
Pré-collégial	Français	1 315 180	84,5	1 277 835	84,4	1 232 679	84,2	1 187 404	83,8	1 140 668	83,2	1 094 767	83,2
	Anglais	241 194	15,5	236 677	15,6	230 819	15,8	229 209	16,2	230 663	16,8	230 286	16,8
	Total	1 556 374	100,0	1 514 522	100,0	1 463 398	100,0	1 416 613	100,0	1 371 331	100,0	1 315 053	100,0

Remarque: - Les données selon la langue d'enseignement sont affectées en 1973-74 et 1974-75, par les mauvaises déclarations de langue d'enseignement des élèves des classes d'immersion.

(1) Non compris dans les effectifs des classes anglaises, les 1 000 à 1 500 enfants non-inscrits officiellement à l'école anglaise mais qui y étaient présents de fait. Ces élèves sont en grande majorité de niveau maternelle.

2) 13,0% si on corrige les données pour tenir compte des non-inscrits — 86,1% pour les classes françaises.

TABLE II

## THE EVOLUTION OF STUDENT POPULATIONS IN THE CEGEP SYSTEM ACCORDING TO LANGUAGE OF INSTRUCTION

	1967-1968		1968-1969		1969-1970		1970-1971		1971-1972		1972-1973		1973-1974		1974-1975		1975-1976	
	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%
FRENCH	14,007	100.0	35,508	100.0	47,216	96.1	56,959	90.1	68,216	87.4	72,122	85.4	78,060	82.2	80,460	81.1	83,370	80.9
ENGLISH	0,000	0.0	0,000	0.0	1,902	3.9	5,725	9.9	9,875	12.6	12,371	14.6	16,910	17.8	18,793	18.9	19,666	19.1
TOTAL	14,007	100.0	35,508	100.0	49,118	100.0	62,684	100.0	78,091	100.0	84,493	100.0	94,970	100.0	99,253	100.0	103,036	100.0

REMARKS: Students in English sections of francophone Cegeps are counted as French. This should not represent more than 500 students.

Before 1972 much of the English Cegep teaching was assumed by the Universities and this explains in part the increase in enrollment in the English Cegeps.

Les résultats prévus pour l'année scolaire 1986-87  
sont les suivants:

TABLEAU III

	<u>Hypothèse I</u>			<u>Hypothèse II</u>		
	français	anglais	total	français	anglais	total
Scénario 2: Libre choix						
Nombre	832 300	237 200	1 069 500	828 700	222 400	1 051 1
%	77,8	22,2	100,0	78,8	21,2	100,0
Scénario 1: Loi 22						
Nombre	875 000	194 500	1 069 500	871 400	179 700	1 051 1
%	81,8	18,2	100,0	82,9	17,1	100,0
Scénario 5: L.M. anglaise						
Nombre	881 500	188 000	1 069 500	876 600	174 500	1 051 1
%	82,4	17,6	100,0	83,4	16,6	100,0
Scénario 4: Option Canada						
Nombre	889 500	180 000	1 069 500	884 200	166 900	1 051 1
%	83,2	16,8	100,0	84,1	15,9	100,0
Scénario 3: Projet de loi 101						
Nombre	922 800	146 700	1 069 500	920 600	130 500	1 051 1
%	86,3	13,7	100,0	87,6	12,4	100,0
Situation en 1976-77						
Nombre	1 094 767	221 285	1 316 052			
%	83,2	16,8	100,0			

Le tableau ci-dessous donne la diminution en nombre absolu et en nombre relatif, par rapport à 1976-77, des clientèles des classes françaises et anglaises suivant chacun des scénarios et les deux hypothèses.

Tableau IV

	Hypothèse I	Hypothèse II	Hypothèse I	Hypothèse II
	Nombre %	Nombre %	Nombre %	Nombre %
Scénario 2 Libre choix	-262 467 -24,0	-266 067 -24,3	+15 915 +7,2	+1 115 +0,5
Scénario 1 Loi 22	-219 767 -20,1	-223 367 -20,4	-26 785 -12,1	-41 585 -18,8
Scénario 5 l.m. angl.	-213 267 -19,5	-218 167 -19,9	-33 285 -15,0	-46, 785 -21,1
Scénario 4 Option Canada	-205 267 -18,7	-210 567 -19,2	-41 285 -18,7	-54 385 -24,6
Scénario 5 Loi 101	-171 967 -15,7	-174 167 -15,9	-74 585 -33,7	-90 785 -41,0



