

FACULTY PROPOSALS – PARTIAL-LOAD

The following initial proposals were presented to the CEC negotiations team on August 3, 2021. Below, you will find our overview of the proposals (which is adapted from the language that we presented at the bargaining table to provide context), as well as the specific changes to the Collective Agreement that we tabled. In the margins of the table below, you will find brief notes explaining the intent of the changes.

Demands:

The following partial-load demands were passed by delegates from the 24 Ontario College Locals, at our final demand-setting meeting in April. They were drafted following an extensive consultation process with faculty across the province, including surveys and Local demand-set meetings:

- Ensure that all work performed by partial load faculty is appropriately and equitably recognized, recorded, and compensated
- Improve language around partial load staffing and job security

Overview:

The CEC's tagline for this round of bargaining is "A Future Together" and [their] stated 5th goal for bargaining is that we "collaborate to provide students with stability, flexibility, and high-quality education." We believe that this neatly aligns with the broad partial-load faculty proposals mentioned in the Union's Executive Summary - improvements in the Collective Agreement language to address partial-load faculty workload and job security.

Precarious contract faculty comprise approximately 75% of faculty in the Ontario public college system; partial-load faculty members – those precarious workers for whom we are bargaining – make up a large proportion of all contract faculty. When the pandemic hit in March of 2020, partial-load faculty members were among the faculty who went above and beyond to ensure that their students would be able to successfully complete the term and graduate on time. In fact, the colleges would not have been able to complete that term successfully without our partial-load faculty members. Sadly, since May of 2020, many of these same faculty members have seen a reduction, if not an elimination, of their work and do not feel like they are a part of "a future together" in this system.

This is not a new problem. In the 2017 round of bargaining, partial-load faculty workload and job security were central to faculty demands. Partial-load faculty members have long felt exploited by and excluded from full participation in the colleges in which they work. As colleges emerge from COVID-19 and enrollments return to near-record levels, partial-load faculty members will be required to play an integral role in both our college system and the economic recovery of the province. Our proposals would improve the working conditions of these

members while still providing students with the stability, flexibility, and high-quality education that they need.

Our membership – including both partial-load and full-time faculty – has prioritized partial-load issues in this round of bargaining because of the strong belief in the principle of equity that we hold. It is reassuring to see that you also believe that equity needs to be addressed in this round. This important principle is reflected in our proposal that the work of partial-load faculty members be appropriately and equitably recognized, recorded, and compensated. This would take the form of a SWF for these members in order to accurately capture the amount of preparation, evaluation, and other work being performed to deliver classes and provide out-of-class assistance to students; a SWF for partial-load faculty members would also ensure that they have reasonable class sizes and teaching loads which only benefits students. Compensation for these members would then be based upon the percentage of the maximum full-time faculty workload (i.e., 44 hours per week) that they are working. Through such equitable treatment of partial-load faculty members, the Union and Employer can demonstrate that they are indeed part of “a future together.”

In [the CEC’s] opening remarks from July 8th, [they] stated that, “Now, more than ever, we need stability in the system so that our learners, employers, and educators have confidence that we can meet their needs and continue to provide quality public education.” We couldn’t agree more. For this reason, we are proposing that partial-load faculty members – who comprise a significant proportion of the educators [they] speak of – be provided with the stability that they need to best serve our students. We propose a minimum of year-long contracts for partial-load faculty members with those contracts issued no less than three weeks before the start of the term in order for our members to be able to have proper time to prepare for the upcoming term. In recognizing the employer’s need for flexibility in emergency situations, we are also proposing a mechanism where exceptions may be granted if agreed to by the Union Local. All stakeholders would benefit from minimum one-year contracts for these members – educators would have much-needed security; colleges would have a year-long commitment from partial-load faculty members that would reduce employee turnover and help with planning; students would be more easily able to build valuable relationships with partial-load faculty members who could better provide employment advice and references; and employers would reap the benefits of an improved college system that would be producing even more high-quality graduates.

We are also pleased to see among [the CEC’s] non-monetary proposals that [they] would like to “review the implementation of the partial-load job security provisions (registry) and propose improvements based on shared experience.” It is our hope that [they] will be amenable to our proposal to make the partial-load registry transparent to the Union and partial-load faculty members at all colleges.

Further, we are proposing improvements to the rate at which service is accumulated and how quickly partial-load faculty members move up the salary grid, recognition of previous courses taught as sessional and part-time faculty for the purposes of the registry, assignment of the maximum possible partial-load workload where a member has priority, and improved consideration for full-time faculty postings. We believe that all of these proposals would

enhance job security for partial-load faculty members, while providing stability for students and the system as a whole.

The 2017 round of bargaining brought the issue of precarious work – both in the Ontario public college system and in the world of work generally – into public consciousness; the pandemic has only further highlighted the importance of treating precarious workers equitably. Our students come to college in order to gain an education that will help them attain stable, secure employment; it only makes sense that Ontario’s public colleges model that behaviour. Accepting our proposals for partial-load faculty members would be an excellent start.

Additionally, we ask that the Union and Employer agree to recognize ALL contract faculty, including part-time and sessional members, as deserving of the rights and protections of a Collective Agreement (CA). We propose that the Union and Employer make a joint application to the Ontario Labour Relations Board to recognize all contract faculty as part of the CAAT-A bargaining unit within 6 months of the ratification of the new CA. This would take the form of a Letter of Understanding in the CA. Let’s work together to do what is best for ALL faculty, students, and the college system as a whole.

<p>Proposed changes and explanatory notes:</p> <p>Article 26 <u>PARTIAL-LOAD EMPLOYEES PROFESSORS AND INSTRUCTORS</u></p>		<p><i>Clarifies which class definitions apply to Partial-Load faculty</i></p>
<p>26.01 A</p>	<p>This Article contains provisions exclusively related to partial-load employees <u>professors and instructors</u>. However, this Article is not inclusive of all rights of partial-load professors and instructors under the Collective Agreement.</p> <p><u>Workload</u></p>	<p><i>Housekeeping</i></p>
<p>26.01 B</p>	<p>A partial-load employee is defined as a teacher <u>professor or instructor</u> who teaches more than six <u>(6) hours</u> and up to and including 12 hours per week <u>but no more than 72% of a full-time workload</u> on a regular basis.</p>	<p><i>Incorporates workload into definition of Partial-Load Faculty Member</i></p>
<p>26.01 C</p>	<p><u>Each partial-load professor and instructor shall have a workload that adheres to the provisions of Articles 11.01 and 11.02 and shall result in a workload which is no more than 72% of the maximum full-time workload specified in Article 11.01 B 1.</u></p>	<p><i>Provides Partial-Load Faculty Members with a SWF to accurately recognize their workload</i></p>

26.01 D The workload for each academic term for partial-load faculty shall be captured using the Standard Workload Formula and reflected on the partial-load professor and instructor's contract.

Clarifies that SWF is part of the contract for Partial-Load Faculty Members

26.02 A A partial-load professor or instructor employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact total workload hour at an hourly rate calculated in accordance with 26.04.

Clarifies compensation for all work done by Partial-Load faculty

26.02 B A portion of the workload hourly rate for partial-load professors and instructors teachers is in lieu of vacation pay.

Housekeeping

26.03 A Determination of partial-load professors' and instructors' teachers' starting step and progression within the hourly rate schedules shall be in accordance with the Job Classification Plans (see pages 122-127 1xx-1xx).

Housekeeping

26.03 B All partial-load professor and instructor contracts shall be for a minimum of one academic year. All such exceptions must be agreed to by the Union Local. The College shall endeavour to issue all contracts at least three weeks prior to the start of the contract. The College shall forward a copy of all partial-load contracts to the Union Local President. The College shall, upon the initial hiring of a partial-load professor or instructor teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

Provides stability for students and for Partial-Load faculty. Provides greater transparency and tracking of work

26.03 C Partial-load professors and instructors employees shall will be provided a hard copy of The Collective Agreement on the first occasion they are employed following the negotiation of a new Collective Agreement or if re-employment occurs more than one year after the end of the previous partial-load contract.

Housekeeping; ensures Partial-Load faculty have a Collective Agreement

26.04 The following tables indicate the hourly rate paid at each step for partial-load employees. For progression on the grid, refer to 26.10 B.

Post-Secondary Partial-Load Professors

STEP LEVEL	1.75% Effective October 1, 2017	2.0% Effective October 1, 2018	2.0% Effective October 1, 2019	2.0% Effective October 1, 2020
Step 5	\$83.79	\$85.46	\$87.17	\$88.92
Step 6	\$87.65	\$89.40	\$91.19	\$93.01
Step 7	\$91.49	\$93.32	\$95.19	\$97.09

Housekeeping to reflect changes to workload calculation

Step 8	\$95.33	\$97.24	\$99.18	\$101.17
Step 9	\$99.19	\$101.18	\$103.20	\$105.27
Step 10	\$103.01	\$105.07	\$107.18	\$109.32
Step 11	\$106.86	\$109.00	\$111.18	\$113.41
Step 12	\$110.73	\$112.94	\$115.20	\$117.50
Step 13	\$114.55	\$116.84	\$119.17	\$121.56
Step 14	\$118.41	\$120.78	\$123.19	\$125.66
Step 15	\$122.25	\$124.69	\$127.19	\$129.73
Step 16	\$126.09	\$128.61	\$131.18	\$133.81
Step 17	\$129.95	\$132.55	\$135.20	\$137.91
Step 18	\$133.79	\$136.47	\$139.20	\$141.98
Step 19	\$137.65	\$140.40	\$143.21	\$146.07
Step 20	\$141.51	\$144.34	\$147.22	\$150.17
Step 21	\$145.36	\$148.27	\$151.23	\$154.26

Non-Post-Secondary Partial-Load Professors

STEP LEVEL	1.75% Effective October 1, 2017	2.0% Effective October 1, 2018	2.0% Effective October 1, 2019	2.0% Effective October 1, 2020
Step 5	\$75.40	\$76.91	\$78.45	\$80.02
Step 6	\$78.90	\$80.48	\$82.09	\$83.73
Step 7	\$82.33	\$83.98	\$85.66	\$87.37
Step 8	\$85.80	\$87.51	\$89.26	\$91.05
Step 9	\$89.26	\$91.04	\$92.86	\$94.72
Step 10	\$92.71	\$94.57	\$96.46	\$98.39

Step 11	\$96.19	\$98.12	\$100.08	\$102.08
Step 12	\$99.64	\$101.63	\$103.67	\$105.74
Step 13	\$103.12	\$105.18	\$107.29	\$109.43
Step 14	\$106.58	\$108.71	\$110.88	\$113.10
Step 15	\$110.01	\$112.21	\$114.46	\$116.75
Step 16	\$113.50	\$115.77	\$118.09	\$120.45
Step 17	\$116.96	\$119.30	\$121.69	\$124.12
Step 18	\$120.43	\$122.84	\$125.30	\$127.80
Step 19	\$123.90	\$126.38	\$128.90	\$131.48
Step 20	\$128.91	\$131.49	\$134.12	\$136.80
Step 21	\$133.91	\$136.59	\$139.32	\$142.11

Post-Secondary Partial-Load Instructors

STEP LEVEL	1.75% Effective October 1, 2017	2.0% Effective October 1, 2018	2.0% Effective October 1, 2019	2.0% Effective October 1, 2020
Minimum	\$55.10	\$56.20	\$57.33	\$58.48
Step 1	\$58.98	\$60.16	\$61.36	\$62.59
Step 2	\$62.81	\$64.06	\$65.34	\$66.65
Step 3	\$66.66	\$67.99	\$69.35	\$70.74
Step 4	\$70.50	\$71.91	\$73.35	\$74.81
Step 5	\$74.37	\$75.86	\$77.38	\$78.92
Step 6	\$78.20	\$79.77	\$81.36	\$82.99
Step 7	\$82.03	\$83.67	\$85.35	\$87.05
Step 8	\$85.87	\$87.59	\$89.34	\$91.13

Step 9	\$89.70	\$91.50	\$93.33	\$95.19
Step 10	\$93.59	\$95.46	\$97.37	\$99.31

Non-Post-Secondary Partial-Load Instructors

STEP LEVEL	1.75% Effective October 1, 2017	2.0% Effective October 1, 2018	2.0% Effective October 1, 2019	2.0% Effective October 1, 2020
Minimum	\$49.59	\$50.58	\$51.60	\$52.63
Step 1	\$53.06	\$54.12	\$55.20	\$56.31
Step 2	\$56.52	\$57.65	\$58.80	\$59.98
Step 3	\$60.00	\$61.20	\$62.42	\$63.67
Step 4	\$63.42	\$64.69	\$65.99	\$67.31
Step 5	\$66.90	\$68.24	\$69.61	\$71.00
Step 6	\$70.37	\$71.78	\$73.21	\$74.68
Step 7	\$73.82	\$75.29	\$76.80	\$78.34
Step 8	\$77.30	\$78.84	\$80.42	\$82.03
Step 9	\$80.73	\$82.35	\$84.00	\$85.68
Step 10	\$84.23	\$85.92	\$87.64	\$89.39

26.05 A partial-load ~~employee~~ **professor or instructor** shall pay dues in accordance with Article 10, Union Deduction.

26.06 D **Group Insurance - Bridging Benefit**

If upon ~~the end~~ ~~termination~~ of a contract there is a written **assurance** ~~contract~~ **of** for future employment as a partial-load **professor or instructor** ~~employee~~, the **professor or instructor** ~~employee~~, by paying 100% of the premiums for the benefits, may

Housekeeping

continue participation throughout the period between contracts in any group insurance plan in which that professor or instructor employee was participating.

Where the College is anticipating re-employment of a partial-load professor or instructor employee, the College ~~shall be encouraged, where feasible, to provide a written assurance or contract prior to the end of the current contract upon termination.~~

If a partial-load professor or instructor employee is re-employed within one year 6 months of the end of any contract, waiting periods for group insurance plans will be waived.

Enhances ability to bridge benefits between contracts and extends period for waiving waiting periods

26.07 Tuition Subsidy and Leaves of Absence

The College shall provide partial-load professors and instructors employees with access to the rights provided in Article 12, Tuition Subsidy; Article 21, Leaves of Absence; Article 22, Pregnancy and Parental Leave, and Article 23, Prepaid Leave Plan, of this Agreement. Details regarding participation, eligibility, waiting period and benefit level are as follows:

Housekeeping

	Tuition Subsidy	Leaves of Absence	Pregnancy and Parental Leave	Prepaid Leave Plan
Participation	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract
Eligibility	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract
Waiting Period	Nil	Nil	Nil	Nil

Benefit Level	As provided under Article 12 - Tuition Subsidy Shall be paid for regularly scheduled days of work	As provided under Article 21 - Leaves of Absence Shall be paid for regularly scheduled days of work	As provided under Article 22 - Pregnancy and Parental Leave Shall be paid for regularly scheduled days of work SUB payments as per Article 22 of the Agreement and insured benefits, if any, shall not go beyond the end of the employee's contract	As provided under Article 23 - Prepaid Leave Plan Shall be paid for regularly scheduled days of work Monies can only be deferred until the end of the employee's contract	<i>Housekeeping</i>
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26.08 Short-Term Disability Plan

26.08 A Partial-load professors and instructors employees will be covered by the Short-Term Disability Plan described in Article 17 of this Agreement with the 20 working days of coverage for 100% regular pay to be pro-rated in accordance with the table found in 26.08 B. Details regarding participation, eligibility, waiting period and benefit level are as follows:

Housekeeping

	Sick Leave Plan	<i>Housekeeping</i>
Participation	All partial-load <u>professors and instructors</u> employees under contract	
Eligibility	All partial-load <u>professors and instructors</u> employees under contract	
Waiting Period	Nil	
Benefit Level	Same as full-time <u>faculty</u> employees except that annual entitlement is pro-rated based on length of contract and number of Teaching Contact Hours in accordance with 26.08 B.	

26.08 B Partial-Load Sick Leave Pro-rating Table (In Hours)

NUMBER OF WHOLE OR PARTIAL CALENDAR MONTHS OF CONTRACT	NUMBER OF WEEKLY CONTACT HOURS					
	7	8	9	10	11	12
	NUMBER OF HOURS OF PAID SICK LEAVE					
1	3	3	4	4	4	5
2	6	6	7	8	9	10
3	8	10	11	12	13	14
4	11	13	14	16	18	19
5	14	16	18	20	22	24
6	17	19	22	24	26	29
7	20	22	25	28	31	34
8	22	26	29	32	35	38
9	25	29	32	36	40	43
10	28	32	36	40	44	48

Housekeeping

26.08 C Sick Leave Plan - Bridging Benefit

Partial-load professors or instructors employees hired up to and including March 31, 1991 who were re-hired within 6 months of the end of any contract, or who were re-hired within 6 months of the end of any approved leave of absence or where upon the end of a contract ~~termination~~ there was a written contract for future employment as a partial-load employee shall be covered by the cumulative sick leave plan which was in place for the full-time academic faculty employees hired up to and including March 31, 1991.

Partial-load professors and instructors employees hired on or after April 1, 1991 are covered by the short- term disability plan described in Article 17 as modified by Articles 26.08 A and 26.08 B but will also enjoy the bridging provisions as set out above.

26.09 Statutory and College Holidays

Partial-load professors and instructors employees who are under contract on the last working day prior and the working day subsequent to a holiday as defined in

Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days. **Partial-load service shall also be accrued for these days.** Under contract means there is a written contract between the College and the **professor or instructor** employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

Eliminates penalty for being scheduled to teach on a statutory holiday and improves equity

	Statutory and College Holidays
Participation	All partial-load professors and instructors employees under contract
Eligibility	All partial-load professors and instructors employees under contract
Waiting Period	Nil
Benefit Level	<p>Partial-load professors and instructors employees will receive regular pay if:</p> <p>(i) the holiday occurs on a day the professor or instructor employee would have been scheduled to work, and</p> <p>(ii) the professor or instructor employee was in attendance the scheduled day of work, both before and after the holiday.</p>

Housekeeping

26.10 Job Security

26.10 A It is agreed that Article 27, Job Security, has no application to partial-load **professors and instructors** ~~teachers~~ except as referred to in 27.04 A, 27.06 A (iv), (v), (vi), 27.08 B, 27.11 B and 27.12. Such partial-load **professors and instructors** ~~teachers~~ may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.

Housekeeping

26.10 B For the purpose of determining the service of a partial-load **professor or instructor** ~~teacher~~ under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid **eight (8)** ~~ten~~ months of on-the-job experience will entitle the employee to one year of service and to progress one step on the grid, except as noted in 26.10 C.

Allows for faster movement up the salary grid; reflects total months of teaching for majority of PL faculty

26.10 C On-the-job experience will be calculated as follows: a partial-load **professor or instructor** ~~teacher~~ will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the **professor or instructor** ~~employee~~ teaches 30 hours or more and from October 1, 2017 (but not earlier) on the basis of one month credit for each

	<p>calendar month in which the <u>professor or instructor</u> employee teaches 30 hours or more <u>up to September 30, 2021, and from October 1, 2021 (but not earlier) on the basis of one month credit for each calendar month in which the professor or instructor is under contract, in whole or in part.</u></p>	<p><i>Removes barriers and inequity that currently exist around earning service credit</i></p>
<p>26.10 D</p>	<p>In addition to maintaining a record of a partial-load <u>professor's or instructor's</u> employee's job experience, the college shall <u>will</u> keep a record of the courses that the <u>professor or instructor</u> employee has taught <u>in any contract faculty capacity</u> and the departments/schools where the partial-load <u>professor or instructor</u> employee has taught such courses. <u>This record will be made available to the Union Local and all partial-load professors and instructors through a website that is maintained by the College.</u></p> <p>By October 30th <u>31st</u> in each calendar year, a currently or previously employed partial-load <u>professor or instructor</u> employee must register their interest in being employed as a partial-load <u>member</u> employee in the following calendar year. This individual will be considered a registered partial-load <u>professor/instructor</u> employee for the purpose of 26.10 E.</p> <p>All partial load employees employed for all or part of the period from September 1 to December 31, 2017 will be deemed to have registered for the 2018-2019 academic year.</p>	<p><i>Records courses taught as a sessional or part-time faculty member. Makes record transparent</i></p> <p><i>Clarifies registration deadline</i></p>
<p>26.10 E</p>	<p>Subject to the application of Articles 2.052 and 27.06 A, commencing in the 2018-2019 academic year, where the school or department within a college determines that there is a need to hire a partial-load <u>professor or instructor</u> employee to teach a course that has previously been taught by that registered partial-load <u>professor or instructor</u> employee <u>in any capacity</u> and in <u>any</u> the department/school, it shall <u>will</u> give priority in hiring to such partial-load <u>professor or instructor</u> employee if:</p> <ul style="list-style-type: none"> (i) They are currently employed <u>as a partial-load sessional or part-time professor or instructor</u>, or if they have previously been employed as a partial-load <u>professor or instructor</u> employee for at least eight (8) months of service as defined in 26.10 C within the last four (4) academic years, and (ii) The assignment of such course will not cause the <u>professor or instructor</u> employees to exceed the maximum <u>workload</u> teaching contact hours for partial-load <u>professors and instructors</u> employees. <p>The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered. Where two (2) or more partial-load <u>professors or instructors</u> employees would be</p>	<p><i>Housekeeping</i></p> <p><i>Courses taught as a sessional or part-time faculty member are taken into consideration in the establishment of priority</i></p> <p><i>Expands the definition of "currently employed"</i></p> <p><i>Improves the Partial-Load faculty member's priority rights to a course</i></p>

entitled to be offered the course assignment, the professor or instructor employee with the most service will be offered the first opportunity.

The employer shall not circumvent a partial-load professor or instructor's priority over a course through assigning a new code or name to a course that is substantively similar.

26.10 F Where a partial-load professor or instructor has priority over a course or multiple courses, the College shall offer such professor or instructor the maximum possible partial-load workload assignment.

Article 27 – Job Security
Postings

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

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

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

Clarifies intent

Maximizes course priority rights

Improves access to full-time faculty positions