

## Text of bargaining team presentation:

### Context

As you stated in your opening remarks on July 4, the current bargaining environment is quite different from previous rounds. Ontario's public college system is facing a new generation of teachers and a diverse set of students. The former is facing an unprecedented level of precarity, combined with outdated attitudes toward compensation and work. The latter require new modes and approaches to teaching and learning based on deep pedagogical understanding. How the colleges approach key issues: academic decision making, stability of faculty complement, and the changing workload parameters that technological shifts bring to learning, will determine the integrity and quality of public education.

The political context we are in for this round of bargaining is clear; the Ontario government, through Bill 148, is focused on fairness for all workers. The proposed changes to the ESA and LRA demonstrate a significant shift toward equity (in wages, benefits, and working conditions), and inclusion (of all workers to be able to be fully protected at work). We stand with our faculty colleagues in universities and believe that:

- All workers should receive equal pay and have equal access to benefits, regardless of their employment status as contract, part-time, casual, or temporary.
- The use of sequential or discontinuous contracts to prevent the achievement of workplace rights should be eliminated.
- Employers should be required to provide workers with at least two weeks' notice of work.
- The Ontario Labour Relations Board should be empowered to redefine the scope of bargaining units or consolidate bargaining units that are in the same union.
- The Labour Relations Act should be updated to ensure workers can organize collectively to improve their conditions and join a union.

#### **(OCUFA submission on Bill 148)**

These changes are necessary for a stable, secure system. We are currently at 70% contract faculty—we can all agree that that is not a sustainable system. All faculty need job security to be able to fully support students. Indeed, the trend is toward less precarity being built into collective agreements. In post-secondary institutions across Canada, faculty complement language is built into faculty collective agreements. Complement language allows students, employers, administrators, and faculty to be assured that our system has the stability we need to provide high-quality, public post-secondary education. In addition, complement language builds in the flexibility needed for our system, balanced with the stable pedagogical foundation that comes with dedicated, regular, full-time faculty. Our proposal also creates pathways to full-time jobs for those contract faculty who seek them, while giving those contract faculty who would choose to remain part-time the ability to do so.

Finally, we agree that the employer and the union must work together to create a high-quality, sustainable college system. It was with that goal in mind that we have proposed reasonable changes to the collective agreement that establish this balance in every college in our system. The proposals we are putting forth draw from best practices in post-secondary systems across Canada, and position Ontario's system as the standard other post-secondary institutions should reach for. Our proposals

capture your stated goals for fairness, flexibility, and quality. We look forward to fruitful discussion of these and our earlier proposals as we work together to move our system forward.

## Faculty Complement Presentation

In our executive summary, the union outlined the need for a stable complement of full-time and contract professors, instructors, counsellors, and librarians.

First, the existing staffing preference language of Article 2 must be strengthened. An arbitration award from another sector, *Elgin County vs. SEIU Local 1 [MacDowell 2015]*, has been brought to our attention. In a footnote to that award, the Chairperson cites the CAAT-A collective agreement as an example of preference language that would allow "failure to replace" grievances and protect an existing bargaining unit. In any event, MacDowell's footnote is not the historical practice in our system. "Failure to replace" grievances in our system have not cited the Article 2 preference language. However, should MacDowell's thinking be transposed to our system, it only underscores the necessity of strengthening preference language in our collective agreement.

With staffing, it is important to look behind the averages and totals. In the period from October 2014 to October 2015, according to the data published on the Council's site, 42% of colleges suffered net losses including the following:

- Canadore – lost 9 positions
- Georgian – lost 5 positions
- Lambton – lost 18 positions
- Loyalist – lost 13 positions
- Mohawk – lost 5 positions
- St. Clair – lost 9 positions
- St. Lawrence – lost 18 positions
- Sault – lost 3 positions
- Seneca – lost 10 positions
- Fleming – lost 8 positions

The Union has not waived the ability to file "failure to replace" grievances and cuts to FT faculty (beyond layoffs) are not acceptable.

The Article 2 moratorium will expire with this collective agreement. It was temporary to arrive at an agreement in 2014 and was not connected to any other proposal. A suggestion was made outside of this table that grouping the moratorium together with the contracting out language in the Letter of Understanding was because the parties were making a tradeoff. The matter wasn't discussed at the table so it would be presumptuous to read something into the organization of the letter.

The union would agree that Article 2 Staffing arbitrations are more complex and time-consuming than they need to be. Our proposal is to simplify article 2 arbitrations by adding clear and objective complement language.

The Union recognizes that there is a need for contract faculty in the system. However, the parties also know that it is difficult for faculty to make a long-term commitment to the college if the college isn't prepared to make a commitment to them.

We propose that as colleges grow or shrink, the full-time to contract faculty ratio be kept in balance.

Our proposal also calls for Joint Complement Committees. We expect most staffing issues to be resolved there based on hard numbers. Staffing grievances will be rare, and where they occur, it will be a matter of determining the numbers. Decisions will be quick and straightforward saving both parties time and money at arbitration.

There are precedents for this. We are aware of at least eight higher education collective agreements in Canada that establish a ratio of full-time to contract faculty.

With the inclusion of complement language, the parties will have certainty over hiring for the duration of this collective agreement.

It is important to note that layoff and employment stability language will still be in place. We are proposing that financial exigency language be added. Through transparency and dialogue, the parties will be able to address emergency situations. In addition, we are proposing language that makes job posting more equitable, and that clarifies the hiring process for internal candidates.

You may be aware that our union reaffirmed its support for the We Own It campaign. You may have also seen the billboards: Public = Better. We support a strong, publicly-funded college system. OPSEU has provided direction to all of its bargaining teams to negotiate language to prevent privatization. Our proposal for CAAT Academic will prohibit outsourcing in whole or in part.

## Article 26 Presentation

A key element of our proposals this round is fairness for all faculty. All faculty—regardless of full-time or contract status—should have equal access to workload protections, wages, and benefits. Further, the Ontario public college system as a whole, and students in particular, benefit from a faculty characterized by security and stability, not by precarity.

With these principles in mind, we have proposed the following changes to Article 26:

That partial-load faculty are defined as separate from both the part-time and sessional categories based on total workload rather than simply by teaching contact hours. Part-time faculty are defined as teaching 6 hours or less, and sessionals are full-time employees appointed on a sessional basis for up to 12 full months. Therefore, we propose that a partial-load faculty member be defined in terms of their total workload: more than 6 hours, but less than 72% of a full-time workload as calculated on a SWF. In addition, we propose that a partial-load faculty member's workload be calculated according to the Standard Workload Formula and that their compensation be prorated according to the full-time salary scales. Further, each step in the partial-load salary scale will reflect their accumulation of experience and seniority.

These changes are in keeping with discussions around Bill 148 as well as language present in other post-secondary collective agreements.

One issue facing PL faculty is the accumulation of additional experience and/or formal qualifications while working within the college system. Our proposal explicitly allows for a reconsideration of experience from one contract to the next.

Our proposal also creates equal access to all benefits for all bargaining unit members.

Students do better when faculty have enough consistency to bring what they learn from teaching one course to their teaching of another, and when they are able to focus on their job, rather than worrying every few months about applying for the next one. With that principle in mind, our proposal provides additional stability in the system, not only through faculty complement language, but also by making all partial-load contracts 12 months in duration, and assigned three weeks prior to the start of the academic year. The majority of faculty workload can certainly be predicted over the course of the academic year. We understand that emergency situations may arise that require an adjustment in partial-load staffing, and we propose that the college and union local work together to identify and make arrangements for these situations.

Seniority shall be accumulated after 8 months to reflect two semesters of work, and will be retained for three years following the termination of the last contract. In addition, we propose updating article 26.09F so that a partial-load faculty member shall have a right of first refusal on partial-load assignments that include courses they are qualified to teach. These updates make it easier to attract and retain experienced faculty, as well as make assignments more fair as they are based on qualifications and seniority rather than favouritism or strictly budgetary concerns.

Finally, our proposal adds cancellation fees for contracts that are cancelled before or during the semester. This is in keeping with contract law, but also with the ethical position that a partial-load employee is already in precarious work and has given up or not sought other work based on the contract offer from the college(s). It also ensures that the union is notified about the cancellation of contracts, and can track enrollment information and trends. It extends and enriches the dialogue between the union and the college, and provides incentive to work together toward the most stable, high-quality system possible. All of this reflects best practices, fairness, reasonableness, and flexibility.

### [Letter of Understanding – Voluntary recognition of contract faculty](#)

With these principles in mind, we also ask that the Council and union agree to recognize ALL contract faculty, including part-time and sessional members, as deserving of the rights and protections of a collective agreement. We propose we make a joint application to the OLRB to recognize all contract faculty as part of the CAAT-A bargaining unit within 6 months of the ratification of this collective agreement. Bill 148 is about fairness and equity. The government knows changes are necessary to ensure that all work and all workers deserve fair working conditions, and that fairness can only be achieved if all workers are equal. This is what we teach our students, and should be the foundational principle of our system.

Contract faculty do the same work we do, they deserve the same working conditions and benefits. Colleges are training the workers of tomorrow, and we should be setting the example of how employers should act.

Proposed language:

**Article 2  
STAFFING**

**[NEW and renumber subsequent]**

**Faculty Complement**

- 2.01 A** Faculty complement is defined as the sum of
- i) the number of faculty (professor, instructor, counsellor, and librarian) positions currently filled by full-time members, and**
  - ii) the number of 3 hour credit courses (or equivalent) assigned to contract academic staff, divided by 5.**
  - iii) "Contract staff", "contract employee", "contract position", and "contract appointment" are defined as the hiring of, or the person who is hired on a contract, to work on a part-time, partial-load, or sessional basis.**
- 2.01 B** The calculation of the faculty complement shall be based on the total number of full-time members in the bargaining unit and the number of 3 hour credit courses (or equivalent) assigned to contract staff at the effective date of the collective agreement
- 2.01 C** The number of full-time positions at each college shall be a minimum of 70% of the faculty complement.
- 2.01 D** The Employer shall maintain the current 70% full-time faculty complement and shall fill, with another full-time employee within six (6) months all vacancies that arise as a result of the resignation, retirement, dismissal, administrative appointment, death, or other vacating of a position, by a full-time member.
- 2.01 E** Positions which are temporarily vacant as a result of lay-offs during a period of financial exigency as provided for in article 27.05 may be eliminated only after the end of the recall period as defined in article 27.09 B, C, and D.

**Joint Complement Committee**

- 2.02 A** The employer and the union local shall each appoint three members to a Joint Complement Committee which shall meet at least twice each academic year as required under articles 2.03 D and E, but which shall

also meet at such other times as are needed to permit the Committee to fulfill its duties.

- 2.02 B** The Joint Complement Committee shall appoint from its members a chair for each meeting, it being understood that there will be a rotation between an employer and a union local member. The chair shall at all times retain voice and vote.
- 2.02 C** The Joint Complement Committee shall be assisted by the Vice-President Academic who shall be an ex officio member of the Committee without voice or vote in the decisions of the Committee.
- 2.02 D** The Joint Complement Committee shall meet during the first week of December each year to receive an interim report from the Vice-President Academic on the current faculty complement, and the percentage of that complement made up of full-time faculty, for the Fall academic term. In addition, the Vice-President Academic shall provide the Committee with the most recent reports from the Ministry on the faculty complement of all institutions within the province. The Committee may report to the parties any measures which might be required to meet the requirements of article 2.01.
- 2.02 E** The Joint Complement Committee shall meet during the first week of April each year to receive a final report from the Vice-President Academic on the current faculty complement, and the percentage of that complement made up of full-time faculty, for the Winter academic term. In addition, the Vice-President Academic shall provide the Committee with the most recent reports from the Ministry on the faculty complement of all institutions within the province. The Committee may make recommendations to the parties on measures which might be required in light of article 2.01.

#### **Penalty**

- 2.03 A** Should the Joint Complement Committee determine at its April meeting that the current faculty complement of contract faculty is more than 5% higher than the target defined in article 2.01 C the employer shall pay to each bargaining unit member employed during some or all of the preceding academic year an amount equal to the shortfall in the number of full-time members of the faculty complement times the salary of the floor of the minimum step for full-time Professors, Counsellors, and Librarians (as provided for in Article 14.03 A 1 (a) divided by the number of members of the bargaining unit.
- 2.03 B** Should the Joint Complement Committee determine at its April meeting that the proportion of full-time faculty in the faculty complement falls below 70% then a sufficient number of new full-time positions shall be created and filled within 12 months. The provisions of Article 26.10 shall

**apply if the creation of such new positions results in the cancellation of a contract.**

### **Reclassification**

**2.04 A**      **The Colleges shall not reclassify instructors as technologists and shall not fill instructor positions that become vacant with technologists.**

### **Contract Positions**

**2.05 A**      The College will give preference to the designation of full-time positions as regular rather than ~~partial-load teaching~~ **contract** positions, as defined in ~~Article 26 Article 2.01 A, Partial Load Employees,~~ subject to operational requirements as **related to** the quality of the programs, ~~their economic viability,~~ attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. **The College will not abuse the usage of contract appointments by failing to fill ongoing positions as soon as is possible, subject to operational requirements related to the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.**

**2.05 B**      The College will not abuse the usage of sessional appointments by combining ~~sessional with partial-load~~ sessional service with **part-time and/or** partial-load service, thereby maintaining an employment relationship ~~with~~ **between the employee and** the College ~~in order to circumvent~~ **and thereby circumventing** the completion of the minimum 12 months sessional employment in a 24 month period.

**2.05 C**      If the College continues a position beyond one full academic year of staffing the position with ~~sessional~~ **contract** appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a full-time member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.

### **No Contracting Out**

**2.06**          **No college program or academic service shall be delivered in or from Ontario, in whole or in part, by any other party, including subsidiaries of a college.**

**Article 26  
PARTIAL-LOAD EMPLOYEES**

**Workload**

**26.01 B** A partial-load employee is defined as a teacher **faculty member** who teaches more than six (**6**) and up to and including 12 hours per week, **but less than 72% of a full-time workload** on a regular basis.

**[NEW]**

**26.01 C** Each partial-load employee 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 a full-time workload.

**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 faculty member's contract.

**Compensation**

**26.02 A** A partial-load employee shall not receive salary or vacations but shall be paid for the performance of each teaching contact hour at an hourly rate calculated in accordance with 26.04. **Total compensation provided to each partial-load faculty member shall be in accordance with Article 26.02 B.**

**26.02 B** A portion of the hourly rate for partial-load teachers is in lieu of vacation pay. **The salary for all partial-load employees shall be based on the full time salary scales prorated according to 14.03 and shall reflect qualifications, experience and seniority.**

**26.02 C** Each partial-load position shall calculate the workload as a percentage of full-time employment, based on 44 hours per week for professors and instructors.

**26.02 D** Each step in salary scale shall reflect the accumulation of experience and seniority as determined according to Art. 26.03 and Art. 26.10.

**26.03 A** Determination of partial-load teachers' **employees'** starting step and progression within the hourly rate schedules shall be in accordance with the Job Classification Plans (see pages 119-124) [*Update page numbers for print and online*].

**[NEW]**

**26.03 C** A member may request a reconsideration of the determination of previous experience within 20 working days of the beginning of their contract. The supervisor or his/her designate shall complete his/her reconsideration within five working days and make a final determination.

**26.03 D** Any work performed or formal qualifications (as described in Job Classification Plans for Positions in the Academic Bargaining Unit, Section I) completed subsequent to a partial-load faculty member's first contract shall be evaluated by the supervisor or his/her designate. If found equivalent to post-secondary-level work or formal qualification, the employer shall recognize such experience and/or education for purposes of placement on the salary scale.

**[Delete 26.04 and renumber subsequent]**

~~**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	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Step 5	\$79.70	\$80.89	\$82.35
Step 6	\$83.37	\$84.62	\$86.14
Step 7	\$87.02	\$88.33	\$89.92
Step 8	\$90.68	\$92.04	\$93.69
Step 9	\$94.35	\$95.76	\$97.49
Step 10	\$97.98	\$99.45	\$101.24
Step 11	\$101.65	\$103.17	\$105.03
Step 12	\$105.32	\$106.90	\$108.82
Step 13	\$108.95	\$110.59	\$112.58
Step 14	\$112.63	\$114.31	\$116.37
Step 15	\$116.28	\$118.02	\$120.15
Step 16	\$119.93	\$121.73	\$123.92
Step 17	\$123.61	\$125.46	\$127.72
Step 18	\$127.26	\$129.17	\$131.49
Step 19	\$130.92	\$132.89	\$135.28
Step 20	\$134.60	\$136.61	\$139.07
Step 21	\$138.26	\$140.33	\$142.86

**Non-Post-Secondary Partial-Load Professors**

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Step 5	\$71.72	\$72.80	\$74.11
Step 6	\$75.05	\$76.18	\$77.55
Step 7	\$78.31	\$79.48	\$80.91
Step 8	\$81.61	\$82.83	\$84.32
Step 9	\$84.90	\$86.17	\$87.72
Step 10	\$88.19	\$89.51	\$91.12
Step 11	\$91.49	\$92.87	\$94.54
Step 12	\$94.77	\$96.20	\$97.93
Step 13	\$98.08	\$99.55	\$101.35
Step 14	\$101.37	\$102.89	\$104.74
Step 15	\$104.64	\$106.21	\$108.12
Step 16	\$107.96	\$109.58	\$111.55
Step 17	\$111.25	\$112.92	\$114.95
Step 18	\$114.55	\$116.27	\$118.36
Step 19	\$117.85	\$119.62	\$121.77
Step 20	\$122.61	\$124.45	\$126.69
Step 21	\$127.37	\$129.28	\$131.61

**Post-Secondary Partial-Load Instructors**

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Minimum	\$52.41	\$53.20	\$54.16
Step 1	\$56.10	\$56.94	\$57.96
Step 2	\$59.74	\$60.63	\$61.73
Step 3	\$63.40	\$64.35	\$65.51
Step 4	\$67.06	\$68.06	\$69.29
Step 5	\$70.74	\$71.80	\$73.09
Step 6	\$74.38	\$75.50	\$76.86
Step 7	\$78.03	\$79.20	\$80.62
Step 8	\$81.68	\$82.90	\$84.40
Step 9	\$85.32	\$86.60	\$88.16
Step 10	\$89.02	\$90.35	\$91.98

**Non-Post-Secondary Partial-Load Instructors**

STEP LEVEL	Effective September 1, 2014	Effective September 1, 2015	Effective September 1, 2016
Minimum	\$47.17	\$47.88	\$48.74
Step 1	\$50.47	\$51.23	\$52.15
Step 2	\$53.76	\$54.56	\$55.55

Step-3	\$57.07	\$57.92	\$58.97
Step-4	\$60.33	\$61.23	\$62.33
Step-5	\$63.63	\$64.59	\$65.75
Step-6	\$66.93	\$67.94	\$69.16
Step-7	\$70.21	\$71.27	\$72.55
Step-8	\$73.52	\$74.62	\$75.97
Step-9	\$76.79	\$77.94	\$79.35
Step-10	\$80.12	\$81.32	\$82.79

## Insured Group Benefits

### 26.05 A Extended Health, Vision and Hearing Care

The College shall pay 100% of the billed premium of the Extended Health Plan found in Article 19, Other Insurance Plans, for partial-load employees, excluding Vision and Hearing coverage, and subject to the application procedures for this benefit, with the exception of those employees who opt out of the plan because of spousal coverage elsewhere.

The College shall provide for access to the Dental, Vision Care, Hearing Care, Critical Illness/Catastrophic Event Insurance and Life Insurance Plans found in Article 19, Other Insurance Plans, for partial-load employees provided the premium is paid by the employee.

Details regarding participation, eligibility, waiting period, benefit level and premium sharing are as follows:

	<b>Extended Health</b>	<b>Vision Care</b>	<b>Hearing Care</b>	<b>Critical Illness/ Catastrophic Event</b>
<b>Participation</b>	Required with opt out option	Voluntary if Extended Health elected	Voluntary if Extended Health elected	Voluntary
<b>Eligibility</b>	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	As per full-time employees

<b>Waiting Period</b>	First of month following the completion of one calendar month <b>As per full-time employees</b>	First of month following the completion of one calendar month <b>As per full-time employees</b>	First of month following the completion of one calendar month <b>As per full-time employees</b>	As per full-time employees
<b>Benefit Level</b>	As per full-time employees	As per full-time employees	As per full-time employees	As per full-time employees
<b>Premium Sharing</b>	100% employer paid	<del>100% employee paid</del> <b>As per full-time employees</b>	<del>100% employee paid</del> <b>As per full-time employees</b>	<del>100% employee paid</del> <b>As per full-time employees</b>

#### 26.05 B Dental Care

	<b>Dental Plan</b>
<b>Participation</b>	Voluntary
<b>Eligibility</b>	All partial-load employees under contract
<b>Waiting Period</b>	First of month following the completion of <del>six</del> <b>one</b> calendar months
<b>Benefit Level</b>	As per full-time employees
<b>Premium Sharing</b>	<del>100% employee paid</del> <b>As per full-time employees</b>

#### 26.05 C Life Insurance Plans

	<b>Basic and AD &amp; D</b>	<b>Supplementary Employee and Dependent</b>	<b>Optional</b>
<b>Participation</b>	Voluntary	Voluntary	Voluntary
<b>Eligibility</b>	All partial-load employees under contract	All partial-load employees under contract up to age 65	All partial-load employees under contract up to age 65
<b>Waiting Period</b>	First of month following the completion of one calendar month	First of month following the completion of one calendar month	First of month following the completion of one calendar month

<b>Benefit Level</b>	As per full-time employees	As per full-time employees	As per full-time employees
<b>Premium Sharing</b>	<del>100% employee paid</del> <b>As per full-time employees</b>	<del>100% employee paid</del> <b>As per full-time employees</b>	<del>100% employee paid</del> <b>As per full-time employees</b>

**26.05 D Group Insurance - Bridging Benefit**

If upon termination of a contract there is a written contract for future employment as a partial-load employee, the employee, by paying 100% of the premiums for the benefits, may continue participation throughout the period between contracts in any group insurance plan in which that employee was participating.

Where the College is anticipating re-employment of a partial-load employee, the College is encouraged **shall** where feasible, to provide a written contract upon termination **of the existing contract.**

If an employee is re-employed within ~~6 months~~ **one year** of the end of any contract, waiting periods for group insurance plans will be waived.

**26.07 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

NUMBER OF WHOLE	NUMBER OF WEEKLY CONTACT HOURS					
10	28	32	36	40	44	48

**The sick leave for all partial-load faculty members shall be based on the full time short-term disability benefit as described in Articles 17.01 B, 17.01 C, 17.01 E, and pro-rated according to Articles 17.01 F 1 and 17.01 F 2.**

### **26.07 C Sick Leave Plan - Bridging Benefit**

Partial-load 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 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 employees hired up to and including March 31, 1991.

Partial-load 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.

**Partial-load employees hired on or after September 1, 2017 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.**

### **26.08 Statutory and College Holidays**

Partial-load 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. Under contract means there is a written contract between the College and the employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

	<b>Statutory and College Holidays</b>
<b>Participation</b>	All Partial-load employees under contract
<b>Eligibility</b>	All Partial-load employees under contract
<b>Waiting Period</b>	Nil

<b>Benefit Level</b>	<b>All</b> Partial-load employees <b>under contract</b> will receive regular pay if: (i) the holiday occurs on a day the employee would have been scheduled to work, and (ii) <del>the employee was in attendance the scheduled day of work, both before and after the holiday.</del>
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**26.09 Job Security**

[NEW]

**26.09 A All partial-load employee contracts shall be for 12 months duration or one academic year. All contracts shall be issued no later than 3 weeks prior to the start date on the contract. Certain emergency circumstances might justify contracts for different durations. All such exceptions must be agreed to the union local.**

**26.09 B** It is agreed that Article 27, Job Security, has no application to partial-load teachers **faculty members** 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 teachers **faculty members** may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.

**26.09 C** For the purpose of determining the service of a partial-load teacher **faculty member** under 27.06 A (iv), (v), (vi), and 27.08 B and for the purpose of determining progression through the grid ~~ten~~ **eight (8)** 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.

**26.09 D** ~~On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of 1/2 month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of 1/2 month's credit for each calendar month in which the employee teaches 30 hours or more~~ **Each academic year or equivalent (8 months) of on-the-job experience shall entitle the member to an additional step in the salary scale.**

**Seniority**

[NEW]

**26.09 E Seniority is retained for a period of three (3) years following the termination of the last contract, and will be posted according to Art.**

**27.04 A. Any member with seniority credits shall retain their rights under the collective agreement.**

**26.09 F** Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to **shall offer a right of first refusal to any** current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment **and who are qualified to teach the courses making up that contract.** ~~if the following conditions are met:~~

- ~~(i) The partial-load employee must have previously been employed as a partial-load employee for at least 8 months of service as defined in 26.10 C within the last 4 academic years, and~~
- ~~(ii) The partial-load employee must have previously taught the courses that form the new partial-load assignment.~~

**If more than one partial-load employee exercises their right of first refusal to a contract, the contract shall be offered to the candidate with the greater seniority. In cases where the candidates have equal seniority, the contract shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, the promotion of equity and diversity shall take precedent.**

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.

**[NEW]**

### **Cancellation Fees**

#### **Entitlement**

**26.10 A All partial-load employees shall receive a cancellation fee for work offered, whether written or verbal, if that work is subsequently cancelled by the employer.**

#### **Reason for Cancellation**

**26.10 B Contracts may be cancelled only because of insufficient enrolment.**

#### **Notice and Amount of Cancellation Fee**

**26.10 C No contract may be cancelled before, on or after the first day of classes without full payment of the contract.**

**If a contract which covers one or more courses is cancelled by the**

**employer respecting one of the courses, a new contract shall be issued for the remaining work and the employee shall be compensated for the cancelled work according to 26.10 C.**

### **Seniority and Right to Future Work**

**26.10 D** If a contract is cancelled, the employee shall be credited with the seniority, experience and all other entitlements as if the contract has been fulfilled. The employee shall also be entitled to teach the section/course the next time it is offered by the institution subject to seniority.

### **Information for Union Local**

**26.10 E** The employer shall notify the union local when a contract is cancelled, providing documented enrollment information.

**Article 27**  
**JOB SECURITY**

**Financial Exigency**

**[NEW]**

- 27.05** Financial exigency is a situation where the institution experiences substantial and recurring losses which threaten the survival of the institution.
- 27.05 A** No employee shall be terminated, dismissed, suspended, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment on account of budgetary reasons. Employees may be laid off in accordance with this article only if a state of financial exigency has been declared and confirmed pursuant to the procedures contained in this article, and then only after every effort has been undertaken to alleviate the financial exigency by economies in all other segments of the budget, and after all means to improve the institution's revenues have been exhausted.
- 27.05 B** Lay-off pursuant to this article is not dismissal for cause, and shall not be recorded or reported as such.
- 27.05 C** In the event that the employer considers that financial exigency exists, within the meaning of Article 27.05, it shall give notice to the union local. As of the date of such notice to the union local, the procedures specified in this article shall apply. There shall be an institution-wide hiring freeze. No new positions shall be created.
- 27.05 D** Within five days of giving notice that financial exigency may exist, the employer shall forward to the union local all financial documentation relevant to the alleged state of financial exigency.
- 27.05 E** Within 15 days of the notice specified in Article 27.05 C, the parties shall establish a financial commission which shall review all materials it deems relevant to the alleged financial exigency and report in writing to

**the employer and the association that either:**

- (i) financial exigency exists, or**
- (ii) financial exigency does not exist.**

**27.05 F The composition of the financial commission shall be composed of six (6) college employees as follows:**

- (i) three representatives selected by the union local,**
- (ii) three representatives selected by the employer, and**
- (iii) a chair selected unanimously from among the six representatives.**

**27.05 G The financial commission shall determine its own terms of reference and decision-making procedures consistent with generally recognized principles of procedural fairness and natural justice.**

**The cost of the financial commission established under this article shall be borne by the employer.**

**27.05 H The onus of proof shall be on the employer to establish to the satisfaction of the financial commission that a state of financial exigency exists within the meaning of Article 27.05.**

**27.05 I The employer shall cooperate with the financial commission and shall provide all documentation necessary to establish to the satisfaction of the financial commission that financial exigency exists within the meaning of this article.**

**The financial commission shall invite and consider submissions on the institution's financial condition. Considerations shall include but are not necessarily restricted to:**

**(i) whether there are substantial and recurring losses which threaten the survival of the institution;**

**(ii) whether, in view of the primacy of academic goals at the institution, a reduction in the number of academic staff is necessary to effect a cost saving;**

**(iii) whether every effort has been made to achieve cost savings in other areas of the institution's budget;**

**(iv) whether every effort has been made to improve the institution's revenue position by any other means, including borrowing, deficit financing, and the sale of assets not essential to the academic functioning of the institution;**

**(v) whether every effort has been made to secure further assistance from government;**

**(vi) whether enrollment projections are consistent with the proposed reduction in the academic staff complement;**

**(vii) whether all means of reducing the academic staff complement have been exhausted, including voluntary early retirement, voluntary resignation, voluntary transfer to reduced time status and voluntary redeployment, and**

**(viii) whatever other matters it considers relevant.**

**The report of the financial commission shall answer each of (i) through (vii) above, and all other matters considered under (viii).**

**27.05 J The financial commission shall deliver its report to the employer and the union local within 90 days of its appointment.**

**(i) If the commission finds that financial exigency does not exist, there shall be no lay-offs.**

**(ii) If the commission verifies that there is financial exigency, the report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for members of the bargaining unit. Any reduction in the budgetary allocation for academic salaries and benefits shall be made conditional upon the further exploration of alternative cost-saving measures by the institution, and the commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of all such specified alternatives.**

**(iii) Whether the commission confirms or rejects the financial exigency, the parties recognize that the commission may also make recommendations regarding any financial problem it deems relevant, provided that such recommendations are consistent with the provisions of the collective agreement.**

**(iv) Within 30 days of receiving the report, the parties shall meet to discuss the implementation of these recommendations.**

**27.05 K Where a reduction in the academic staff complement is required, lay-offs shall take place according to the provisions**

**Postings**

**27.11 B** Where a vacancy of a full-time position in the bargaining unit occurs and is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within four months prior to the posting shall be considered internal applicants. ~~Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.~~

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

**27.11 C Appointments to vacant or newly created positions shall be made from among internal candidates on the basis of their skills, ability, qualifications and seniority accumulated. Seniority shall be the total accumulated under Article 26 and Article 27. In cases of equal skills, ability and qualifications, seniority shall prevail.**

**27.11 D If a grievance arises contesting the candidate selected or the pertinence of the other qualifying skills and abilities, the burden of proof rests with the College.**

**27.11 E Internal candidates for positions shall be notified in writing of the outcome of the selection process, with a copy to the Union.**

**27.11 F An internal candidate who applies for a posted position and who withdraws their application or who refuses the position, in writing, shall not suffer any prejudice concerning future applications.**

**27.11 G Applications from internal candidates shall be accepted for up to and including ten working days from the date of posting as described in 27.11 A.**

**27.11 H Only if no internal candidate meets the criteria set out in clause 27.11 C can an external candidate be appointed. The internal candidate, who has applied, will be advised in writing they did not meet the criteria stipulated in article 27.11 C.**

**[NEW]**

**Letter of Understanding**

**Re: Voluntary Recognition of Contract Faculty within the CAAT-A Bargaining Unit**

**The Parties agree to make application jointly to the Ontario Labour Relations Board (OLRB) to recognize all contract faculty including part-time and sessional members of the CAAT-A bargaining unit. Such application shall be made within six (6) months of the ratification of this Collective Agreement.**