

FACULTY PROPOSALS - STAFFING

The following initial proposals were presented to the CEC negotiations team on August 4, 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 staffing 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:

- Establish staffing ratios for each College, including minimum staffing ratios for FT
- Establish minimum complements of full time counsellors and librarians at each College
- Ensure that all academic work is performed by faculty who are employees of that College

Overview:

When the parties met in July, we each outlined our priorities for bargaining. We both expressed the importance of a stable college system. One of the ways we can ensure a stable college system is to address staffing complement. Currently, approximately 75% of faculty at Ontario colleges are precarious workers employed on short-term contracts—this is not a sustainable system.

A better balance between full-time and contract faculty, and increased job security for those on contract is more important now than ever in order to be able to fully support the diversity and complexities of our students' needs. Indeed, in post-secondary institutions across Canada, faculty complement language is included in faculty collective agreements, and the trend is toward less precarity being built into collective agreements.

Complement language allows students, administrators, and faculty to be assured that our system has the stability we need to provide high-quality, public post-secondary education. In addition, what we propose here incorporates the flexibility needed to ensure our students continue to have access to contract faculty who bring the latest from industry for our system, balanced with the stable pedagogical foundation that comes with dedicated, regular full-time faculty.

Taken together with our proposal on working outside the Colleges, which you will hear about later, students will have faculty who can continue to bring cutting-edge skills into the classrooms as an ongoing practice, while maintaining the stability they and the colleges need to create high-

quality teaching and learning environments. Our proposals will enhance the reputation of Ontario colleges, and position us as leaders in both education and practical experience for students, as well as good employers. Our proposals also create pathways to full-time jobs for those contract faculty who seek them, while giving those contract faculty who would prefer choose to remain on contracts the ability to do so.

A truly modern college system understands that flexibility and stability are not diametrically opposed conditions: a high-quality and stable system builds flexibility - not on the backs of precarious workers, but rather by creating conditions that allow full-time and stable contract faculty to bring their best to our classrooms.

Proposed changes and explanatory notes:

Faculty Complement

2.01 A Faculty complement is defined as the sum of

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- i) the number of faculty (professor, instructor, counsellor, and librarian) positions currently filled by full-time members at the effective date of the collective agreement, and
- ii) the number of credit courses (or equivalent) assigned to contract academic staff at the effective date of the collective agreement, divided by 5.

Note A: A credit course shall be defined as any course that contributes to the completion of a credential (including a micro-credential).

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Note B: "Contract staff", "contract employee", "contract position", and "contract appointment" shall be defined as the person who is hired on a contract, to work on a part-time, partial-load, or sessional basis.

2.01 B The number of full-time positions at each college shall be a minimum of 70% of the faculty complement by September 30, 2026. The number of full-time positions at each college shall be a minimum of 50% of the faculty complement by September 30, 2023.

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2.01 C 1 Of the above, each college shall have at least two (2) full-time academic librarians per 4,000 full-time students or part thereof. Notwithstanding, no college shall have fewer than the allotment of full-time librarians they had as of September 30, 2020.

This formula provides for a stable complement of full-time faculty while allowing colleges the flexibility to hire contract faculty needed.

This gradual approach provides time for the colleges to meet the complement targets.

Ensures quality of library resources and provides job security for faculty librarians.

2.01 C 2	<u>Of the above, each college shall have at least one (1) full-time counsellor per 500 full-time students or part thereof. Notwithstanding, no college shall have fewer than the allotment of full-time counsellors they had as of September 30, 2020.</u>	<i>Considers the immediate and growing demand of mental health, academic and cultural resources while ensuring job security for counsellors.</i>
2.01 D	<u>The Employer shall fill all vacancies that arise as a result of a full-time faculty member's resignation, retirement, dismissal, administrative appointment, death, or other vacating of a position with another full-time faculty member within three (3) months.</u>	<i>Ensures continuity of programs and services.</i>
2.01 E	<u>Positions that 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.</u>	<i>Clarifies responsibilities of the parties.</i>
<u>Joint Complement Committee</u>		
2.02 A	<u>The employer and the union local shall each appoint three members to a Joint Complement Committee which shall meet at least thrice each academic year as required under articles 2.02 D, but which shall also meet at such other times as are needed to permit the Committee to fulfill its duties.</u>	<i>Defines the purpose and structure for the joint committee so the parties understand their roles and responsibilities on this committee.</i>
2.02 B	<u>The Joint Complement Committee shall appoint from its members a chair for each meeting. It is 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.</u>	
2.02 C	<u>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.</u>	
2.02 D	<u>The Joint Complement Committee shall meet three times a year on or before October 15th, February 15th and June 15th 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 current academic term. In addition, the Vice-President Academic shall provide the Committee with the most recent reports from the Ministry or other sources on the faculty complement of all institutions within the province. The Committee may report to the College and Union Local any measures which might be required to meet the requirements of Article 2.01.</u>	

Penalty

2.03 A Should the Joint Complement Committee determine at its February meeting that the current faculty complement of contract faculty is greater than 30% the employer shall pay to each bargaining unit member employed during some or all of the preceding academic year an amount equal to the shortfall in the number of full-time members of the faculty complement times the minimum step for full-time Professors, Counsellors, and Librarians (as provided for in Article 14.03 A 1 (a) divided by the number of members of the bargaining unit.

Ensure accountability for staffing complement.

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.

~~2.03 D~~ ~~Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to December 20, 2017 to assist in establishing a breach of either of those Articles.~~

Reclassification

2.04 The Colleges shall not reclassify professors as instructors, and/or instructors as technologists and shall not fill instructor positions that become vacant with technologists except through the application of Article 27, Job Security.

Ensures job security for instructors as well as the integrity of faculty work.

Contract Positions

2.05 A The College ~~will~~ shall give preference to the designation of full-time positions as regular continuing teaching positions rather than ~~partial-load teaching contract~~ positions, as defined in ~~Article 26~~ Article 2.01 A, including, in particular, positions arising as a result of new post-secondary programs. ~~Partial-Load Employees, subject to such operational requirements as the quality of the programs, their economic viability, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.~~

Clarifies preference language for full-time and partial-load faculty.

~~2.03 A~~ ~~The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions~~

	<p>including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, their economic viability, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse <u>the usage of contract appointments</u> sessional appointments by failing to fill ongoing positions as soon as possible. subject to such operational requirements as the quality of the programs, their economic viability, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.</p>	<p><i>Gives preference to full-time and partial-load positions over part-time and sessional positions.</i></p>
<p>2.05 B</p>	<p>The College will <u>shall</u> not abuse the usage of sessional appointments by combining sessional with partial-load service with <u>part-time and/or</u> partial-load service, thereby maintaining an employment relationship with <u>between the employee and</u> the College in order to circumvent <u>and thereby circumventing</u> the completion of the minimum 12 months sessional employment in a 24 month period.</p>	<p><i>Ensures that contract positions are not abused.</i></p>
<p><u>2.05 C</u></p>	<p>If the College continues a full-time position beyond one full academic year of staffing the position with sessional <u>contract</u> appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.</p>	<p><i>Strengthens preference for full-time positions and pathways to fill those positions.</i></p>
<p><u>2.05 D</u></p>	<p><u>The College shall give preference to hiring for partial-load teaching positions over part-time and sessional positions.</u></p>	<p><i>Gives preference partial-load positions over part-time and sessional positions.</i></p>
<p><u>2.05 E</u></p>	<p><u>The College shall assign work that may be performed by academic faculty exclusively to academic faculty.</u></p>	
<p><u>2.05 F</u></p>	<p><u>The College shall not circumvent the creation of a full-time bargaining unit position by combining academic, and/or administrative, and/or support staff contracts.</u></p>	
<p><u>No Contracting Out</u></p>		
<p><u>2.06</u></p>	<p><u>There shall be no contracting out of faculty work.</u></p>	<p><i>Ensures faculty is protected.</i></p>