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**Contract Academic Staff and the
Current Round of Contract Negotiations**

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Contract Academic Staff are an integral part of our Bargaining Unit and essential to the mission of the university. Of the 1638 members of the faculty Bargaining Unit, 570 or 35% are Contract Academic Staff. During the life of our most recent Collective Agreement (2002-06), Contract Academic Staff taught 50% of all courses and also made significant contributions in the areas of service and research.

Contract Academic Staff comprise three distinct groups: part-time (PT) members on limited-duties (LD) teaching-only contracts who are remunerated at a per course rate; full-time (FT) members on limited-term (LT) contracts who have a mix of duties in varying proportions; and a relatively small number of members previously on longstanding LT contracts who were grandfathered as "Permanent" in the first Collective Agreement and who work on a continuing contract basis.

Last year UWOFA's Contract Academic Staff Committee, representing the concerns of these three groups, conducted surveys in preparation for the upcoming round of collective bargaining. Those surveys revealed a need for information about recent changes in employment conditions for Contract Academic Staff. Here we provide some background and lay out key issues in this round of negotiations.

A Brief History to 2006...

Before certification in 1998, PT faculty received a minimum stipend of \$8,000 per full course. This amount hadn't changed for almost a decade. At that time PT faculty had no limit on the number of courses they could teach, but seniority was not recognized and they had no job security. PT members were eligible to participate in the pension plan only; no other benefits were available. Hiring guidelines and appeal or grievance procedures did not exist for them. They were not represented by the Faculty Association or any other organization; negotiation was not possible except on an individual basis. By the time of the UWOFA certification drive in 1997, the dissatisfaction of PT members about their conditions of employment was such that they voted overwhelmingly for certification: 82% of their votes supported certification.

The Employer insisted that the vote be broken down to show the results for PT and FT faculty separately, just as it subsequently insisted we have separate bargaining units within the Association, a discrimination that UWOFA successfully resisted. Our certificate from the Ontario Labour Relations Board, dated 26 May 1998, defines membership in the Bargaining Unit as "members of the academic staff ...having full responsibility at least equivalent to that associated with teaching one full university degree credit course in any calendar year..." Thus, PT faculty teaching less than one full course are not members of our Bargaining Unit. PT faculty who are members of the Bargaining Unit pay dues at the same mil rate as FT members.

Gains under the First Two Collective Agreements

Have Contract Academic Staff benefited from unionising? The first Collective Agreement (1998-2002) contained some significant improvements for PT members, including raising the per course stipend floor from \$8,000 to \$9,000-\$10,000, depending on seniority. Seniority was recognized through the introduction of a Tier system and two-year rolling contracts, the latter allowing a small degree of security in the lives of some PT

members. Hiring guidelines and timelines were introduced along with grievance procedures. Professional expense reimbursement (PER) of up to \$350 per year was introduced.

The second Collective Agreement (2002-06) increased compensation and for the first time introduced annual increments in pay, at the same rate as scale increases for FT faculty. PER was raised to a maximum of \$440 per annum, and PT members were able to participate in extended health and dental benefits (at their own expense), although not long-term disability. Another major improvement was the extension to PT faculty of income security during sick leave (fifteen weeks maximum per year). Pregnancy, parental, and adoption leaves, without salary top-up, were introduced for PT members who met the eligibility period.

The Tier system of the first Collective Agreement was replaced by the system of Renewable Multi-Year Appointments (RMYAs) and First Refusal Rights, which combines seniority and job security for specific courses. The RMYAs are two-year renewable contracts. Some PT members were grandfathered into LT appointments, but these have been a mixed blessing as they generally include only teaching and service components with extremely heavy course loads.

Goals for this Round of Negotiations

While substantial gains were achieved under the last two Collective Agreements, problems remain. For example, the past two Collective Agreements contained a 3-course cap, insisted on by the Employer, which limits most PT members to a maximum of three full-course equivalents per year. The course cap prevents PT faculty from making a decent living without taking on additional work off campus. Another problem has been inadequate retroactivity during the period between the signing of the Collective Agreements and their start dates. The first Collective Agreement was signed in 2000, but with a start date of July 1, 1998; the second in 2003, but with a start date of July 1, 2002; the third, now under negotiation, will have a start date of July 1, 2006. In the first two Collective Agreements the Employer agreed to payment of salary increases retroactively to the start date for FT faculty, but resisted parallel retroactive pay increases for PT faculty. Also, work performed by PT members between the start date and signing date has in the past not been fully counted towards the seniority criteria agreed to under the new Agreements.

Goals passed by the membership and being pursued in this round of negotiations include increases in the minimum per course stipend; eliminating the 3-course cap; ensuring greater transparency and fairness in the appointments process; ensuring that the work of the bargaining unit is done by members except in very specific instances; providing more job security and opportunities for advancement for qualified, long-serving LT and PT members; extending employer-paid benefits to PT members, including salary maintenance during pregnancy, parental, and adoption leaves; and introducing professional leaves for LT and PT members. In addition, UWOFA is negotiating to meet the needs of some large groups of Contract Academic Staff with distinct problems, such as those in the Faculties of Education and Music. The overall objective is “fair and reasonable” treatment for all Contract Academic Staff.

How have these proposals been received by the Employer? With uniform and strong resistance.

Contract Academic Staff and the “Best Student Experience”

The significant role of Contract Academic Staff at Western shows no sign of declining. In the area of teaching alone the share of undergraduate courses taught by this group increased from 47% in 2002-03 to 51% in 2005-06. Clearly, Western cannot maintain the “Best Student Experience” by being cheap on Contract Academic Staff. It is in the university’s interest to provide employment conditions that attract and retain qualified, experienced contract faculty members.