



the Educator

Special Bulletin

OCTOBER 2012

Our new collective agreement, which was voted on and accepted on September 10, 2012, is in effect retroactively back to August 31, 2012 and continues to August 31, 2014.

This bulletin shows how one of the new articles should be interpreted for Partial Load faculty.

New Contract Language for Partial Load Faculty

Article 26.10 D INTERPRETATION

Who is eligible for the new right to first refusal?

According to Article 26.10C, you must have 10 months' service as a partial load professor. This service must have been earned in the last 4 academic years. Each academic year starts September 1 and runs through to August 31.

This service is earned in ½ month increments for every month you teach at least 30 hours.

So, if you teach September to December, with the short month of December, it is likely that you would have only gained 1.5 months of service in any given 15 week fall semester.

Another criterion is that you must currently be Partial Load, or your most recent Partial Load contract must have expired no more than 6 months before the start of the new assignment.

So, if you had a partial-load contract January to April in a given year, you may be eligible for this new right in September.

What are the rights in the new article?

The phrase "*priority in hiring*" means that eligible applicants need to be *prioritized* when a course is being offered/assigned that they have taught before. From the legal standpoint, the word 'priority' is stronger than the word 'considered'. This means that when courses are assigned, management has to pick from the pool of eligible candidates who have taught the course before.

Please note that this new Article 26.10 D does not address or guarantee the number of course assignments: it explains that eligible partial-loaders have priority.

Two important conditions relating to any contract language are these: 1) a party to a contract cannot act in **bad faith**, and 2) a party can't act in an **arbitrary** manner. *Bad faith* means that the party does not act in the spirit of fair dealing, or refuses to act correctly according to a contractual obligation. *Arbitrary* refers to decisions based on individual discretion, which could include prejudice, rather than on fixed rules or procedures.

The union will be ensuring the new language is applied correctly.

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New Contract Language for Partial Load Faculty

ACTUAL CONTRACT LANGUAGE

Article 26.10 D — New addition to our Collective Agreement, in force from August 31, 2012 to August 31, 2014

Article 26.10 D: 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 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 if the following conditions are met:

- (i.) The partial-load employee must have previously been employed as a partial-load employee for at least 10 months of service as defined in 26.10 C within the last 4 academic years.
- (ii.) The partial-load employee previously taught the courses that form the new partial-load assignment.

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

Calculating months of service for partial-load employees:

Article 26.10 C: 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 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 employee teaches 30 hours or more.

ARE YOU A FULL-TIME MEMBER?

If you know a partial-load member that has over 10 months of service, make them aware of their new right.

If you see arbitrary changes in partial-load assignments, please let a union steward know, or drop by D2018.

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