

***Changing Workplaces Review***  
*Michele Kramer's Speaking Notes*  
*Guelph, June 25, 2015*

**Introduction:**

- Currently President of the Wilfrid Laurier University Faculty Association – a union that serves approx 950 faculty – roughly half of whom are regularized (“FT”) and half of whom are hired on a contract or series of contracts
- Position as President of our union is unusual because I am a contract professor at Laurier, teaching for the Dept. of English and Film Studies for 18 years
- As President of the union, there are times when I must be willing to “go to bat” for our members against our administration – and with no real job-security, this puts me in a fairly awkward situation. If I do my job properly as a union president, I may actually find my teaching job at risk when my presidency is over. This fact, in itself, speaks to the need for stronger protections for workers who participate in and/or help to organize unions.
- My position as a long-serving contract faculty member means that I am fully aware of both the workings AND the effects of precarious employment
- This awareness has also led me to be quite active in the fight for change in employment practices – particularly through my role as a member of the Contract Faculty (CAS) negotiating teams at WLU for the past 14 years – but also through my involvement with our provincial organization, OCUFA, and with my local labour council in Kitchener-Waterloo.
- It’s interesting that, when it comes to contract faculty, we so-called “white collar” workers have more in common with what are called “blue collar” workers than most people expect.

**Context:**

- As I’ve already mentioned, almost half of WLUFA’s members are contract faculty each of whom are contracted to teach on a per course/ per term basis. Significantly, in recent years, Laurier has ranked as one of the largest employers of contract faculty in Canada – surprisingly ranking itself with larger universities such as Western and Queen’s
- At Laurier, we have a pretty good idea of who our contract faculty members are because of the research we do before every set of negotiations:
  - These are people whose average age is around 40 – most are married and/or have families to support
  - Their average earnings per year are \$28,000 – and, on average, about \$18,000 comes from their work at Laurier. In other words, many of our members must also work elsewhere in order to come in at that \$28,000 average salary – a salary, by the way, that places them just under the Low-Income Cut-Off so long as they have no children. If they have even one child, at least according to the Gov’t of Canada, they are – by definition – unable to sustain themselves.

- Almost half of our members have access to Health and Dental benefit plans, but only through their spouses' or partners' employers – our own employer will not allow us access to our university plans.
- Over half of our contract faculty at Laurier have been researching, delivering courses, evaluating students and mentoring them on to graduation for more than 5 years. 15% of our members have been doing this for more than 10 years.
- 90% of our contract faculty have no dedicated office space where we work. We have turned our homes into offices and – at Laurier as at most universities – our employers refuse to issue T2200s that would recognize this
- What I hope I've made clear in giving you a portrait of contract faculty at Laurier is that we are – quite obviously – NOT a temporary solution to an unexpected marketplace situation. Businesses (universities) are now operating (financially, structurally, logistically) on the assumption of our ongoing presence and availability.
- Part of this review's mandate is to see how the Labour Relations and Employment Standards Acts might be amended in order to “better protect workers while supporting businesses in our changing economy”.
- What I'm suggesting is that – at least in my sector – the current system has been “supporting businesses” to the point of excluding almost any possibility of protection for its workers. This needs to change.

### **The Specifics:**

- I know that OCUFA President, Kate Lawson has already provided you with a broad overview of OCUFA's recommendations for this review.
- OCUFA has asked me to speak specifically to a few of Dr. Lawson's broader points.
- One of the greatest barriers to fair treatment of contract faculty is the fact that we are contracted in bits and pieces of courses and terms.
- For example, sometime in late August, I will receive my contracts for the Fall term. Each contract will say what course I am to teach, that I am to be employed from Sept. 1 to Dec. 31 and that I am being hired for 36 contact hours. It will also tell me that I will earn \$7400 for doing this.
- Of course, I will work for much longer than those 36 contact (lecture) hours – but there is no real accounting for that at the university. There is only a negotiated “for the purposes of EI reporting” random number that exists in our Collective Agreement – a number which also has no basis in any actual accounting.
- These contracts, more than anything else, give the illusion that we are “discontinuous” employees.
- And it's this fallacy, above everything else, that gives our employers the grounds to bar contract faculty from accessing the rights and benefits that almost every other employee at our workplace enjoys – be they a janitor, a Tim Horton's server, or a University President.
- The arbitrary nature of “hours worked” on our contracts and as negotiated by our Administration is quite significant because these numbers have real consequences for

whether or not contract faculty can have access to certain benefits – both inside and outside the university.

- For example, access to our pension plan at Laurier requires that a person work above 700 hours in two consecutive years in order to be admitted to the plan.
- Because our Administration has deemed that “for the purposes of EI reporting” a single contract/ course is worth 210 hours of work, a contract faculty member must teach a minimum of 4 courses in two consecutive years in order to access the pension plan.
- Only about one third of our members ever reach this threshold which isn’t surprising since a 4 course load per year is what is considered to be a “full-time” teaching load for our tenured faculty members
- In other areas of the university, true part-time employees – whose hours are clocked and counted and are not a randomly-selected fiction – have access to both Pension and Benefits plans when they work 700 hours per year – 14 hours per week for 50 weeks.
- Contract faculty, however, must work the equivalent of their full-time counterparts in order to qualify for access to the Pension plan. There are NO circumstances through which we can gain access to the university’s health plans.
- And, of course, our per-course stipend amounts play a part here – if our employer can keep them low enough, it also becomes impossible for most of our members to reach the requisite 35% of maximum pensionable earnings from a single employer in order to access that employer’s pension plan.
- The fiction of “discontinuous service” leads to other inequities for contract faculty, not the least of which is the fact that our employers seldom, if ever, believe that they must meet even minimum requirements of giving notice of work and/or termination of work or of offering the severance amounts that Ontario legislation demands.
- The loophole, of course, is that contract faculty like me will never be “terminated” by their employers. Instead, I will simply be kept in a never-ending holding pattern of waiting for what work “may” come in the next term. My contract says I’m finished at the end of any given term. But my Collective Agreement says that I may be in line for more work next year...
- So the university never really lets any of us “go”
- Few, if any, *developed* countries in the world keep a labour force in this kind of limbo.

### **In Conclusion:**

- There was likely a day – many years ago – when most of us believed that, someday, a tenure-track position would come along...
- But we’re no longer that naive – we know which way the wind blows for university budgets and for government funding of universities.
- From a purely economic point of view, there is no question that it makes good business sense for the post-secondary education sector to utilize a labour force that doesn’t come with a sunshine-list salary – and, I think, none of us are asking for or expecting one anymore.
- What we ARE asking for and expecting, though, is FAIR treatment for us AS contract employees. And this means:

- An end to the extended use of a series of discontinuous contracts
- An end to our employers barring us from accessing pension and benefits plans through the use of those discontinuous contracts
- A fair and equitable way of accounting for our service when it comes to EI hours and pension regulations
- Fair treatment when it comes to notices of work, termination of work and/ or access to severance compensation
- A compensation mandate that will ensure equal pay for work of equal value – actually, it's not even as subjective as "equal value" – it's actually the SAME work as our tenured counterparts.

Contract Faculty are only one part of Ontario's exploding population of precariously-employed persons and, as the PEPSO report suggests, unless greater measures of protection for this population are put in place, the costs to the future of Ontario will undoubtedly be very high.

Thank you.