

**Memorandum of Understanding
Between Sir Sandford Fleming College and OPSEU Local #352**

Approved by the Academic Union/College Committee on November 4, 2016

Ratified by the General Membership on November 8, 2016

This agreement shall remain in effect until renegotiated at a time to be mutually agreed to by the College and the Union but shall not continue in effect beyond the term of the current collective agreement.

Partial Load

This agreement refers to terms and conditions of employment affecting Partial Load faculty.

Purpose

The college and union have negotiated this memorandum of understanding in order to:

- ◆ Provide clarity to contract faculty on the process and principles chairs use in defining contracts as partial load.
- ◆ Provide consistency across the college regarding compensation for partial load faculty for Week 8, meeting attendance and special events attendance.

Principles & Practices

Definition

The collective agreement defines a partial load employee as a “teacher who teaches more than six and up to and including 12 hours per week on a *regular basis*” (emphasis added). At Fleming, “regular” is defined as more than two consecutive weeks of either half of the semester.

Fluctuating Hours

Diverse circumstances may result in a teacher’s assignment of teaching hours fluctuating over the semester and in some cases before and after the semester.

The following principles are used in determining the assignment status of partial load, part-time or sessional:

- Consider each half of the semester separately;
- Apply the definition of partial load to each half of the semester to determine the status for that half of the semester;
- If there is teaching in Week 8, attach the hours taught in Week 8 to the half of the semester that provides the greater benefit to faculty (e.g. partial load vs. part time or partial load vs. sessional);

- Sessional hours will be paid as sessional unless a partial load employee is filling in for an unplanned vacancy of up to 14 working days in which case the faculty will remain as partial load.
- If a faculty is classified as partial load in the first half of the semester and has dual credit courses that start before the beginning of the semester then they will be classified as partial load for those additional weeks. Likewise, if a faculty is classified as partial load in the back half of the semester and has dual credit courses that extend beyond the semester, then they will be classified as partial load for those additional weeks.

The table below (pages 3 and 4) reflects some of the more common examples and identifies whether the contract would be considered partial load, part-time or sessional.

Contract Adjustments

The college reserves the right to provide two weeks' notice of adjustment to a contract from partial load to part-time if teaching hours are removed from the original contract for longer than 2 weeks.

Payment for Week 8

Week 8 during a 7-1-7 semester is still part of the semester and teachers have duties to complete for the students and courses; therefore, partial load faculty are compensated for Week 8 based on their teaching hours at the standard Week 8 compensation rate.

For partial load faculty who teach both halves of a semester, payment for Week 8 will be based on whichever contract is greater (e.g. a teacher who has a 3-hour contract for the first half of the semester and a 7-hour contract for the second half of the semester will be paid 7 hours at the Week 8 compensation rate for week 8.

For faculty who teach only the front half of the semester, only the back half of the semester, or both halves of the semester but only teach courses that do not span week 8, Week 8 compensation does not apply. Faculty who teach in Week 8 get paid their teaching rate and do not get additional Week 8 compensation.

Meeting Attendance

Each semester the dean/chair will determine the required meetings for partial load faculty for which they will receive payment at the meeting rate.

Special Events

From time to time, partial load faculty may be required to attend special events. In these instances every effort will be made to give a minimum of four weeks advance notice. Partial load faculty will be paid on an hour for hour basis at the meeting rate if they are required to attend special events. For Partial Load Program/Subject Coordinators, "special events" are those not covered in the Program/Subject Coordinator baseline duties.

Examples of Fluctuating Hours Throughout the Semester

Example #	Description	Semester Model	Weekly Hours															Status (PL = Partial Load, PT = Part Time)						
			Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15							
1A	Same Hours Through Entire Semester	7-1-7	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	PL entire semester	
1B		Teach Week 8	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	PL entire semester
2A	Different Hours Front Half vs. Back Half	7-1-7	9	9	9	9	9	9	9	9	9	0	4	4	4	4	4	4	4	4	4	4	4	Front Half - PL; Back Half - PT
2B		Teach Week 8	9	9	9	9	9	9	9	9	9	4	4	4	4	4	4	4	4	4	4	4	4	Weeks 1-8 - PL; Weeks 9-15 PT
3A	Alternating Hours Front Half and Back Half	7-1-7	9	9	9	4	4	4	4	4	4	0	4	4	4	4	4	4	4	4	4	4	4	Front Half and Back Half - PT
3B		Teach Week 8	9	9	9	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Weeks 1-8 - PT; Weeks 9-15 PT
4A	Alternating Hours Front Half and Back Half	7-1-7	9	9	9	9	9	9	9	9	5	0	5	5	5	5	5	5	5	5	5	5	5	Front Half - PL; Back Half - PT
4B		Teach Week 8	9	9	9	9	9	9	9	9	5	5	5	5	5	5	5	5	5	5	5	5	5	Weeks 1-8 - PL; Weeks 9-15 PT
5A	Alternating Hours Front Half and Back Half	7-1-7	5	5	5	5	5	5	5	5	9	0	5	5	5	5	5	5	5	5	5	5	5	Front Half - PT; Back Half - PT
5B		Teach Week 8	5	5	5	5	5	5	5	5	9	9	5	5	5	5	5	5	5	5	5	5	5	Weeks 1-8 - PL; Weeks 9-15 PT

