

Local 237 remains committed to an open and frank relationship with the College and with our Brothers and Sisters.

The Faculty Union Executive believes that recent emails from your Chief Steward and the Director of Human Resources concerning local agreements could be expanded upon.

- The Collective Agreement between the Faculty Union and the College is not preventing you from teaching in Continuing Education if the work is recorded on your SWF.
- The Federal Government (Income Tax Act, Canada Pension Plan Act, Employment Insurance Act) is not preventing you from teaching in Continuing Education if you attempt to become a separate entity with your primary employer in order to contract work under different taxation arrangements.
 - Should your returns be audited by Revenue Canada, you will be required to pay all back taxes if you are deemed an employee and if your taxes were calculated different from your individual tax bracket rate, plus interest, plus penalties if applicable.

A local agreement between the Faculty Union Local and the College has been in effect since 1992. The 1992 local agreement had stated that Full-Time Faculty have the permission of Local 237 to engage in up to six hours of contract teaching at night with Conestoga's Continuing Education program.

The Union Local is mandated under article 7.03 of the Collective Agreement that all local agreements "shall not continue beyond the term of this Agreement as currently in effect", which is August 31, 2009.

IMPLICATIONS OF THE PAST PRACTICE SINCE 1992

- This local agreement has circumvented the possibility of hiring additional Full-Time Bargaining Unit positions to fulfill unassigned teaching hours.
- The local agreement has grown beyond the original terms to include additional work such as coordinating, curriculum development, corporate training, PLAR, independent study supervision, and research.
- No guidelines exist to determine which employees were offered or not offered extra work assignments.
- Inconsistent methods have been used for determining hourly rates for extra work, with negotiated hourly teaching contract rates not reflecting hours for preparation/evaluation, and faculty paid as low as \$37/hour when full-time salary rates range from \$82-\$142/hour (including preparation/evaluation), and Partial Load Faculty range from \$67-\$119.
- The maximum of six hours as stated in the Local Agreement has not been adhered to.
- The concept of "stacking" has been introduced.
 - Faculty were assigned "CE" courses in the afternoons at lower rates of pay under separate contracts.
 - Faculty were teaching classes of combined full-time students and CE students, while attributed SWF hours for only the number of full-time students in the class were recorded on their SWF.
- Some Full-Time Faculty have improperly claimed "business income" and offsetting "business expenses" through their established business entity after being compensated for additional teaching assignments. These individuals are potentially liable for a large additional tax charge should they be Audited. Revenue Canada deems a Full-Time Faculty as an "employee", regardless of the payment arrangements.

- BEGINNING SEPTEMBER 01, 2009

- § No contracted work through Conestoga College, your primary employer, for contracted pay beyond the regular SWF, unless you have determined that you are a self-employed individual according to the regulations as set out by the Canada Revenue Agency.
- § Other College Faculty unions have been awarded favourable grievance resolutions under Article 1.01 that states the "Union is the exclusive bargaining agent for all academic employees at the College".
- § According to the Collective Agreement, all assigned work, regardless of "Day School" or "Continuing Education" must be recorded on a SWF.
- § Faculty can continue to contract work and be paid by other entities outside Conestoga College.
- § Any work outside the SWF must be negotiated on a case by case basis and identified on a Memorandum of Understanding that has been agreed to by Management, The Union, and the individual.

In Solidarity

Faculty Union Office Local 237