

Faculty Team Responses to CEC Questions sent to CEC July 25, 2024 (responded to July 25 & 26, 2024)

Questions posed by the CEC to U1 and U2

U1 – Workload

Housekeeping

Q1: What do you see is the impact of this change and what are you trying to fix?

Response: This proposed change provides consistency and congruence.

11.01 B 3

Q2: How does the Taskforce Survey Data inform your proposals when the definitions listed here don't align with the ones in the survey?

Response: Definitions were not agreed upon during the work of the Taskforce. The Workload Taskforce Chair recommends that the "SWF and workload formulas for full-time faculty should be maintained but reconsidered to reflect the survey results indicating increased workload". The survey data, as is reported in the demands of our members, confirms that an increase in workload exists for the alternate delivery of education in all capacities. The definitions used in this proposal are in keeping with existing language in the Collective Agreement regarding modes of delivery and what is occurring in the system. Furthermore, these definitions anticipate potential future changes in learning modes of delivery.

* Please refer to the email exchange with York dated August 9, 2023, titled "DRAFT concordance of explanations and suggested wording" and the accompanying attachment.

Q3: Should "And" be removed at the end of this article?

Response: Yes

11.01 B 4

Q4: What is the basis for the proposed factors? Was a formula used to determine them? If yes, can you share the formula with us.

Response: The factors were designed taking into account the demands from our members and supported by the responses in the Workload Taskforce Report. Teaching faculty are consistent: different delivery modes represent a significant increase in workload, and the time taken to deliver quality, comprehensive education to students and it must be recognized. If the CEC has any counterproposals, we are eager to hear them.

11.01 D 1

Q5: What is the basis for the proposed factors? Was a formula used to determine them? If yes, can you share the formula with us?

Response: The factors were designed taking into account the demands from our members and supported by the responses in the Workload Taskforce Report. Teaching faculty are consistent: they need more time each week to prepare and provide evaluation and feedback to students – the highest established factor (~4 minutes per week, per student) to evaluate student learning is insufficient. Further, the CBIS data is clear: on average, faculty now receive 55.2 minutes less per week for evaluation of student learning than had been assigned in the last decade. If the CEC has any counterproposals, we are eager to hear them.

Q6: How do you differentiate among regular course preparation, Curriculum Development, & Curriculum Review?

Response: Curriculum development is the creation of curriculum that does not exist, or that is being revised in a significant way, and should be assigned on the SWF prior to the course delivery. Curriculum review is the review, modification and upgrade of existing curriculum. Course preparation is the regular day-to-day preparations that are performed by the faculty member delivering a course.

Q7: If time was granted to a professor to develop a course under “Curriculum Development” and that same professor is assigned to deliver the same course, is your proposal that this professor would also be granted a New prep factor?

Response: Yes.

11.01 G 2

Q8: How would you suggest accounting for student proficiency in the language of instruction? This information may not be known prior to the start of the semester when workload is assigned.

Response: It is well known in certain program deliveries that entire cohorts have students whose first language is not that of instruction. This is planned for by the College in advance **July 26, 2024**

of the program delivery. In the case of the workload associated with language proficiency not being known prior to the start of the semester/term, Article 11.02 A6 (a) would apply.

11.01 H 1

Q9: Are these days included in the non-teaching period, as proposed under article 11.08?

Response: Not necessarily.

11.02 A 6 (b)

Q10: How does this resolve faculty issues prior to the start of the semester if they need to go through the Article 32 grievance process, which tends to involve lengthy scheduling timeframes?

Response: The proposed language allows the WMG functions set out in 11.02 C 1 and 11.02 C2 to be sent to arbitration to ensure compliance with the mandate set out for the WMG.

11.02 C 2

Comment

Numbering issue – Under the proposed language, (v) is removed but the numbering is not changed for subsequent lines.

Typographical error – Under (xvii), the original noted “and/or traditional - practices/customs”. In the proposed changes, the “or” has been eliminated

Response: Correct on both accounts

11.04 A 2

Q11: The proposed language mentions “the greater amount”. What is this referring to?

Response: This reference is in error and the last sentence “Such overtime payments shall be for the greater amount but shall not be pyramided” should be removed. **July 26, 2024**

Article 11.04 D

Q12: Would the WMG for Counsellors and Librarians be the same body as the one for Teachers?

Response: Yes.

U2 – Partial-Load

Article 26.03 B

Q13: How do you foresee this change interacting with the proposed modifications to Article 26.10 E?

Response: We don’t see a relationship between these two articles. 26.03 B deals with the issuing of contracts; 26.10 E deals with priority rights.

Article 26.03 D

Q14: Can you clarify how the penalty would function? Is it calculated as 1.5 times for one week of the contract or 1.5 times for each week of the contract or 1.5 times for each week until such time as the contract is issued?

Response: It would be 1.5 times the weekly rate for each week or partial week in which the situation remains unresolved.

Q15: The proposed language mentions “a minimum of 1.5 times the weekly compensation”. Can you clarify when a payment of more than 1.5 times the weekly compensation would apply?

Response: This is a minimum. At the local level, the parties may choose a greater amount.

Article 26.10 E

Q16: What is the interplay between this and 26.03 D (question also asked above under that article)?

Response: We do not see an interplay between these two articles. 26.03 D deals with a penalty for the issuing of a late contract; 26.10 E deals with priority rights. **July 26, 2024**

Q17: How do you envision the PL priority system interacting with your proposed equity considerations in hiring under 4.03?

Response: We see no conflict in the application of any equity consideration in the existing or proposed language. Is it the CEC’s understanding that employment equity, as detailed in 4.03, does *not* apply to partial-load faculty?

Q18: In your view, what is the impact of eliminating “assignments” and adding in “sections”?

Response: The term “assignment(s)” is redundant, given the absence in the first sentence, which clearly demonstrates a preference for “course(s)”. Section(s) is a reference to the fact that course(s) are organized into section(s), when loading occurs. Partial-load employees teach a course and are loaded with section(s).

Article 26.10 F

Q19: How would you define a “regular course offering”?

Response: These are courses that are regularly offered.

Q20: Why start with the fall semester? Is that because the article is predicated on a frame of a single academic year?

Response: Most colleges schedule course offerings based off Fall intakes. Do you have an alternative proposal? **July 26, 2024**

Q21: The last sentence refers to article 26.10 D, should this be 26.10 E?

Response: The reference to 26.10 D is correct. Do you propose adding 26.10 E?

Q22: Can you give us more information regarding your perspective on the interplay between 26.10 E and F? It seems like there is a potential for conflict between these.

Response: 26.10 E and 26.10 F are complementary. Registry service credits would prevail in both cases. **Questions posed by the CEC to U3 and U5**

U3 – Coordinators

Article 14.03 A

Q1: Given your proposal, how do you anticipate coordinators assignments working during non-teaching periods?

Response: Terms refer to teaching periods in which teaching contact hours, days and weeks exist. This **term** of teaching contact time does not include **11.08** periods. We anticipate no differences to what is occurring currently in the system.

U5 - Staffing, Job Security and Employment Stability

Article 2.01 A

Q2: Is this article referring to credentials or credits as defined in the Ontario Qualifications Framework?

Response: In terms of staffing, teaching for-credit-courses is required to be reported to the Union by the College as required in Article 27.12. Credit courses include all courses staffed by the College (including through continuing education and OntarioLearn) that students acquire as a "credit" toward a credential.

<https://www.ontario.ca/page/ontario-qualifications-framework>

Article 2.01 C1 /C2 - These two have connected questions (for Librarians and Counsellors)

Q3/Q5: Is there a basis for the ratios identified? If so, can you provide it?

Response (Counsellors): These ratios are based upon complement language found in other post-secondary institutions in Ontario and the rest of Canada.

Do you have a counterproposal that you would like us to consider?

Response (Librarians): These ratios are based upon complement language found in other post-secondary institutions in Ontario and the rest of Canada.

Do you have a counterproposal that you would like us to consider?

Q4: What staffing numbers would be used to determine the number of librarians at a given college and what is the reason for going back to September 30, 2023?

Response: The staffing numbers that would be used to determine the number of librarians at a given college would be from September 30, 2023, because that is the date for which we have the most current data.

Q6: What staffing numbers would be used to determine the number of counsellors at a given college and what is the reason for going back to September 30, 2023?

Response: The staffing numbers that would be used to determine the number of counsellors at a given college would be from September 30, 2023 because that is the date for which we have the most current data.

Article 2.01 D

Q7: What would happen if the employer was unable to find a qualified candidate within 3 months?

Response: An agreement with the Union Local could occur for the position to be reposted for another 3-month period. The expectation would be that there had been a good-faith effort to attempt to fill the position within the 3-month timeline.

Q8: What would happen if there were no available work to be done at the 3 month mark?

Response: This proposal relates to the departure of a faculty member from an existing position, that is driven by the individual circumstances of that faculty member. These vacancies are not related to college level staffing decisions, due to enrolment or program needs. It is our position then that, in these cases, the work would still exist.

Q9: Is the intention to replace the full-time employee in the specific position which was vacated or just to add a full-time employee somewhere within the College?

Response: As noted above, generally this proposal relates to the departure of a faculty member from an existing position, that is driven by the individual circumstances of that faculty member. These vacancies are not related to college level staffing decisions, due to enrolment or program needs. It is our position then that, in these cases, the work would still exist in the program/department in which the position existed. **July 25, 2024**

Q10: You have listed a number of different scenarios in this article, what do you understand would be included in other reasons for vacating a position?

Response: The list was provided as examples and was not intended to be exhaustive. Again, these are vacancies driven by the individual circumstances of the faculty, not the College.

Q11: What is your understanding of how this article would apply to the reduction in the number of sections due to decreasing enrolment in a program and/or the sunseting of programs?

Response: This Article would not apply to the situations referenced. Again, these are vacancies driven by the individual circumstances of the faculty member. The situations referenced would be matters dealt with via the processes set out in Articles 27 and 28.

Article 2.01 E

Q12: What does this mean?

Response: This means that when a layoff or staffing reduction occurs, the positions vacated will remain part of the College's employment structure until such time as the layoff recall period has expired.

Q13: How does it differ from the current language in the recall provisions?

Response: Currently Article 2 contains no layoff or recall language. The proposed addition strengthens job security by allowing time for operational needs to prove a layoff is necessary before positions get eliminated from the college's operational structure.

Q14: What are you trying to fix with this proposal?

Response: See above.

Article 2.01 F July 25, 2024

Q15: Explain to us how you propose this would work.

Response: This proposal would work by taking the number of contract faculty and the number of full-time faculty at each college as of the dates set out in Article 2.01 B to determine if the ratios set out in Article 2.01 B have been achieved. For counsellors and librarians, the number of each at each college would be compared to the number of enrolled full-time students.

Article 2.02 B

Q16: Could you please explain what is included in work "traditionally performed by faculty"? Please share with us an enumerated list.

Response: We would refer you to the Class Definitions of Faculty (Professors, Instructors, Counsellors and Librarians). As it relates specifically to the teaching work of Professors and Instructors, we would also refer you to Article 11 and Article 14.03 A 3. Our (Faculty) work is articulated in these sections of the Collective Agreement.

Q17: In a situation where faculty have performed work that support staff have also done in the past, is your proposal that this work would exclusively be performed by faculty in the future?

Response: See above.

Article 2.03 A

Q18: The term "continuing teaching position" is currently used to differentiate between Sessional and Full-Time positions. Can you explain the benefit of using it here to differentiate between a Full-Time and Partial-Load position?

Response: Given the explosion of partial-load hiring, as set out in the Workload Taskforce and the October Staffing Survey data, the system has not given preference to full-time hiring where full-time bodies of work exist.

Q19: Can you please clarify what is meant by “partial-load teaching contract positions, as defined in Article 2.01 A”? There doesn’t seem to be a definition in that article.

Response: It is defined in Note B in Article 2.01 A.

Q20: There is a change here that was not identified (“contract positions”). Given the changes, the second half of the paragraph is now a fragment. Can you please clarify?

Response: We acknowledge the missing highlight to the word ‘contract’. This is entirely a typographical error, and we appreciate it coming to our attention. To ensure correct language, our submission on 2.03A should read as follows (amendments highlighted in this document):

2.023 A The College will **shall** give preference to the designation of full-time positions as regular **continuing teaching positions** rather than partial-load teaching **contract** positions, as defined in Article 26 **Article 2.01 A, including, in particular, positions arising as a result of new post-secondary programs**, subject to such operational requirements as the quality of the programs, their economic viability, attainment of the program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community.

Article 2.03 B

Q21: There seems to be a lot of overlap between 2.03 A. Can you please explain the difference?

Response: Article 2.03 A deals with the preference of full-time positions over partial-load positions and Article 2.03 B deals with the preference of full-time positions over partial-load, part time or sessional positions.

Article 2.03 D

Q22: Can you expand on how “immediately” would work in practical terms?

Response: Functionally this would mean that, at the end of the year (i.e. day 366 after the first day of the sessional contract), the college would be expected to post the position

Questions posed by the CEC to U6 and U7

U6 – Union Business

Article 8.02 B

Q1: Is this time included in the changes to article 8.04?

Response: This proposal concerns attributed time on the SWF for this article exclusively.

Q2: How is “adequate time” defined?

Response: Via the usual discussion of the time required to perform this joint Union/College work that occurs between the Union Local and College Administrators (e.g., 2 hours per week

for meeting) and noted on the SWF. As noted in the Workload Taskforce Report, it is essential that complementary functions are accurately reflected and recorded appropriately.

Q3: What is the formula for reimbursement by the union?

Response: It is our position that reimbursement by the Union does not occur. Instead, it is a college paid activity that in return reduces the costs for the College in the far more costly grievance/arbitration process while at the same time promotes a more collegial environment. These are mandated committees set out in the Collective Agreement.

Article 8.04 B

Q4: With an offload, how do we ensure that a PL teacher respects the statutory Bargaining Unit requirement that they teach more than 6 hours per week?

Response: To ensure equity, the offload would be dealt with in a similar fashion to how it is dealt with for full-time faculty who are assigned non-teaching workload assignments.

Article 8.05 A

Q5: Why 4 weeks here when SWFs are issued 6 weeks in advance of the start of the term?

Response: The demands of union work change each semester. Is six weeks' notice your counterproposal?

Q6: How would this apply to faculty who are teaching in programs that don't follow a regular term?

Response: There is no anticipated change from the current process: those faculty members receive either a SWF or an MWA. Both workload assignment processes consider all complementary functions. The same timelines would apply.

Article 8.06

Q7: In your presentation for this demand, you mentioned that this "closes a gap". Can you please explain?

Response: This proposed change explicitly states the process for when members are appointed to positions within OPSEU.

Article 32.09

Q8: In your presentation, you mentioned that a goal was to reduce the number of grievances. Can you explain how this change would support that goal?

Response: There was no preamble language presented for a goal of reduced grievances. The language presented was "a modernization of the language that makes the administration of union grievance (32.09 and 32.11C) fair, equitable and inclusive of the issues that arise..." Our members presented a very clear demand: To strengthen ... the ability for the union to grieve and file workload complaints on behalf of members.

U7 – Academic Freedom, Intellectual Property, Copyright and Collegial Governance

Article 13.04 A

Q9: How do you foresee A and B working together? For example, a person who develops a course has the right to determine the course learning outcomes, content, etc. but the person delivering it disagrees with their decisions.

Response: The response to your question is embedded in existing 13.04 (our proposed renumbered Article 13.03); specifically, the word "exercise" and the word "teach" and in 11.01 E 3. For more on teaching, see the Class Definition of a Professor.

Article 13.09 B

Q10: Can you expand on what you mean by "distinct from any other committee or council" and why is being "distinct" important?

Response: The ACC is distinct in that it is mandated in a binding ministry directive, includes representation from all college stakeholder groups and provides advice on college governance.