

UNION Response to CEC M12 Proposal
FOR THE MODIFICATIONS TO THE COLLECTIVE AGREEMENT

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff

(the "Union")

And

The College Employer Council

The "Employer"

The Union proposes the continuation and renewal of the current provisions in the collective agreement (including relevant Schedules, Letters of Understanding, Memoranda of Agreement or Settlement, Appendices and Letters of Agreement or Understanding), with the exception of the following modifications;

The following Union proposals are tabled without prejudice. Further the Union reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective October 1, 2024. It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement.

11.01 B 1

Union does not agree with the CEC's Counterproposal

CEC Counterproposal

11.01 B 1 Unless otherwise agreed between the teacher and the supervisor, Total workload assigned and attributed by the College to a teacher shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for teachers in post-secondary programs, for up to ~~38~~40 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.

Union Rationale for Rejection

The CEC's proposal implements two-tiering of workload protections. Two-tiering aims to further marginalize the faculty who are already facing inequitable workload pressures, by increasing even more work assigned to them. In addition, the proposal clearly targets apprenticeships/trades, academic upgrading, aviation to name a few. This is inequitable.

The Union maintains its original proposal in U1

Union Original Proposal

11.01 B 1 Total workload assigned and attributed by the College to a teacher shall not exceed 44~~40~~ hours in any week for up to 36 weeks in which there are teaching contact hours for teacher, in post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teacher not in post-secondary programs. The balance of the academic year shall be reserved for complementary functions and professional development.

(Balance of sub-article remains unchanged)

Union Rationale

The Union's original proposal reflects faculty's bargaining demand to reduce their workloads from 44 hours a week, to a maximum of a standard 40-hour work week. This proposal aims to create alignment with industry and Canadian standards and better ensure a work life balance.

11.01 B 2

Union does not agree with CEC's Counterproposal

CEC Counterproposal

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. ~~Regardless of the delivery mode, courses shall be deemed~~

to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.

Teaching contact hours shall only be assigned on the standard workload form for modalities with synchronous delivery. For any assigned asynchronous hours, the number of teaching contact hours that would have been assigned if such hours were being delivered synchronously shall be used to calculate attributed hours for preparation and evaluation only.

Union Rationale for Rejection

This proposal aims to change a fundamental aspect of the standard workload formula by suggesting that mode of delivery equates to differential assignment of teaching contact hours. More specifically this proposal suggests that faculty will no longer have teaching contact hours assigned on their workloads for asynchronous course deliveries implying that asynchronous teaching has no teaching component. We are already seeing the Colleges peeling back the assignment of teaching contact hours for this type of course delivery at multiple locals across the province. This proposal suggests that instead of assigning the teaching contact time required to educate students using this delivery mode, faculty would receive a fraction of the hours to only prepare materials, evaluate and provide feedback to students, and meet one-on-one with students. This proposal is not in the best interest of student's educational experiences.

Union maintains its original proposal in U1

Union Original Proposal

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. **The parties agree that this includes all modes of delivery including when courses have students entering on a continuous basis, or which have been organized into individualized self-learning packages, or courses in which the objectives describe the students' application of knowledge in actual workplace settings outside of college premises.**

Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory **or in a workplace setting outside of college premises. For each mode of delivery, teaching contact hours shall be deemed to be the same as the credit hours students receive for that course.**

Union Rationale

The Union proposal provides clarity and consistency around the assignment of Special A and B as per the Workload Taskforce Report recommendation.

11.01**B 3 Union does not agree with CEC's counterproposal****CEC Counterproposal****NEW****11.01 B 3 Modes of Delivery are defined as:**

Synchronous: The College schedules Teaching Contact Hours to occur in real time (in person and/or online).

Asynchronous: The College does not schedule any Teaching Contact Hours; teachers and students engage with course content at different times, from different locations, using a College learning management system.

Hybrid: A combination, predetermined by the College, of Synchronous and Asynchronous delivery modalities.

Multi-Modal Flexible Delivery (aka Hyflex): The College schedules Teaching Contact Hours and determines that students may choose to attend synchronously (in person or online) or participate asynchronously.

Union Rationale for Rejection

The rationale for our rejection of this proposal is the same as above. In addition, these definitions are incongruent with the actual work occurring in the classrooms across the province. Faculty have also clearly reported, in their demands and in the WTF survey, that their workloads have increased as it relates to teaching in ALL forms of alternative mode(s) of delivery. The CEC's insistence that this is 'perceived workload' is insulting to faculty, who have been unequivocal on this issue. Furthermore, the CEC was adamant that timed studies were not to be part of the WTF process. It was taken in good faith that the CEC would not dispute these results in this way. This proposal fails to acknowledge this additional work.

Union maintains its original proposal in U1**Union Original Proposal****11.01 B 3 Modes of Delivery:**

- (i) In-Person Course Delivery: all course teaching contact hours are scheduled to occur synchronously in a face-to-face setting.**
- (ii) Online Synchronous Course Delivery: all course teaching contact hours are scheduled to occur synchronously with students participating virtually, using an electronic system.**

(iii) Online Asynchronous Course Delivery: all course teaching contact hours occur asynchronously using an electronic system.

(iv) Multi-Mode Course Delivery: Where course teaching contact hours involves more than one mode of delivery (In Person, Online Synchronous and/or Online Asynchronous).

Union Rationale

The Workload Taskforce recommends that mode of delivery must now be incorporated on the SWF. Faculty report in both their demands and in the Workload Taskforce survey, that their workloads have increased as it relates to teaching in alternative mode(s) of delivery.

11.01 G3 and 11.01 G4

Union does not agree with CEC's Counterproposals

CEC Counterproposals

NEW

11.01 G 3 Where a College assigns an Asynchronous or Hybrid course, it shall attribute time for additional out-of-class assistance according to the following formula: (number of students enrolled in the course) x (number of asynchronous hours assigned) x0.015.

NEW

11.01 G 4 Where a College assigns a Multi-Modal Flexible course, it shall attribute time for additional out-of-class assistance according to the following formula: (number of students enrolled in the course) x 0.015.

Union Rationale for Rejection

As noted, faculty have clearly reported that teaching in alternative modes of delivery requires additional time to prepare, evaluate, TEACH and support students outside of the classroom. This proposal fails to acknowledge the additional time required to "teach" students in multiple modes of delivery at once. Students are joining teaching environments and are indeed being "taught". This is how "teaching" works. These proposals have been presented as an alternative to ANY teaching contact time being assigned for these course deliveries. Furthermore, these concessions will result in a dramatic decrease in actual time allocated to faculty in these modes of delivery, despite the clear indications from the WTF that this workload is increasing.

11.01 B 4

Union maintains its original proposal in U1

Union Original Proposal

11.01 B 4 The Attributed Hours (preparation and evaluation) for each course shall be multiplied by the Delivery Mode factor in accordance with the following formula:

<u>Delivery Mode Multiplication Factor</u>				
<u>Delivery Mode</u>	<u>In Person</u>	<u>Online Synchronous</u>	<u>Online Asynchronous</u>	<u>Multi Mode</u>
<u>Delivery Mode Factor</u>	<u>1</u>	<u>1.17</u>	<u>1.22</u>	<u>1.27</u>

Union Rationale

As noted, our members have been clear, additional time is required to teach, prepare for teaching and to evaluate student learning when using alternative modes of delivery. Students learning requires careful attention and energy to ensure engagement and success when technology is used as a replacement for in person teaching where teaching and learning relationships are no longer cultivated directly and in person. Our students deserve fully engaged teaching environments.

11.01 C

Union does not agree with CEC’s Proposal

CEC Proposal

11.01 C Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes. **No teaching block will be scheduled for less than one hour. Teaching blocks may be extended by half-hour increments provided that the total weekly teaching contact hours assigned to a course equal a whole number. Each half-hour extension to a teaching contact hour shall include a break of up to five minutes.**

The voluntary extension of the **assigned** teaching contact ~~**time hour beyond 50 minutes**~~ by the teacher and any student(s) by not taking breaks or by re-arranging breaks or by the teacher staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

Union Rationale for Rejection

The CEC’s proposal aims to change a fundamental aspect of the Standard Workload Formula (SWF). Teaching contact hours are assigned on an hour for hour basis. The concept of “teaching blocks” is not a term used within the collective agreement and the Colleges introduction of this term, aims to make fundamental changes to the definition of a TCH.

11.01 D 1**Union does not agree with CEC's Counterproposal****CEC Counterproposal****11.01 D 1**

Weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS
	TO ATTRIBUTED HOURS FOR PREPARATION
New Multi-Modal Flexible	1 : 1.20
New	1 : 1.10
Established A	1 : 0.85
Established B	1 : 0.60
Repeat A	1 : 0.45
Repeat B	1 : 0.35
Repeat C	1 : 0.25
Special A	as indicated below
Special B	as indicated below

Union Rationale for Rejection

The CEC's proposal reduces time assigned for repeat course sections if taught asynchronously. Course deliveries, regardless of the modes in which they are taught, require ongoing revisions to ensure they meet industry advancement and changes. The world is changing rapidly, as is our curriculum and classroom pedagogy. The Workload Taskforce results indicate increased preparation time is required to deliver all courses using alternate delivery modes.

Curriculum development and review are clearly envisioned as being part of the SWF formula (11.01 D3) however it is not currently being assigned as part of that formula by the College managers. This has resulted in this work moving to complementary functions, rather than in its proper place in the formula. Additionally, this also means that a critical academic function

curriculum review and development - is now falling outside of the CBIS process. The WTF recommends that we explore methods for correcting this during bargaining, and the Union's proposals are, at this stage, the only ones to address this.

Union maintains its original proposal in U1

Union Original Proposal

11.01 D 1 Weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
New	1 : 1. 1 20
Established A	1 : 0. 8 1.05
Established B	1 : 0. 6 80
Repeat A	1 : 0. 4 65
Repeat B	1 : 0. 3 55
Special A	as indicated below
Special B	as indicated below
<u>Curriculum Development</u>	<u>1 : 2.30</u>
<u>Curriculum Review</u>	<u>1 : 0.50</u>

Union Rationale

The Workload Taskforce results indicate increased preparation time is required. In addition, 11.01 D1 is clear in that all types of course preparations, including hours for curriculum review and development, are outlined for the "purpose of the formula".

11.01 D2

Union does not agree with CEC's proposal

CEC proposal

11.01 D2 No more than four different course preparations shall be assigned to a teacher in a given week, except by voluntary agreement which shall not be unreasonably withheld. **However, in situations where four course preparations are assigned and result in fewer than 35 total workload hours, the College may add additional course preparations.**

Union Rationale for Rejection

This concession proposal would permit the Colleges to assign more than four course preparations on faculty workloads without their agreement. Faculty have been clear in the Workload Taskforce survey, their workloads have increased and are not being compensated. This proposal aims to assign even more work, without addressing the hidden work already occurring.

11.01 D 3

Union does not agree with CEC counterproposal

CEC's Counterproposal

11.01 D 3

For purposes of the formula:

- (i) **"New Multi-Modal Flexible" refers to the first section of a Multi-Modal Flexible course which the teacher is**
 - **teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a Partial-Load, Sessional or Part-time employee, nor to courses designated as "Special" as defined below); or**
 - **teaching for the first time since a major revision of the course or curriculum has been approved by the College.**
- (ii) "New" refers to the first section of a course which the teacher is
 - teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a Partial-Load, Sessional or Part-time employee, nor to courses designated as "Special" as defined below);
or

- teaching for the first time since a major revision of the course or curriculum has been approved by the College; or
- **teaching for the first time in a new Mode of Delivery as assigned by the College, unless it is a Multi-Modal Flexible delivery course.**

Renumber subsequent

- (vii) "Repeat C" refers to additional asynchronous sections of a course which the teacher is also delivering asynchronously and concurrently and for which hours of preparation have already been attributed under "New" or "Established".**

Union's Rationale for Rejection

When delivery modes change, significant work is required to adjust the course content and pedagogy for the new delivery mode(s). This is seen in both survey results and in faculty demands. The CEC acknowledged the additional work needed for this in their preamble, however the assertion that this work is somehow 'one-off' and 'ceases to play an impact' (as stated in the CEC verbal rationale to this proposal) marks a clear misunderstanding of the reality in our teaching spaces. WTF results confirm what good pedagogical standards expect and students demand: more individualized experiences, and focussed attention, even in delivery modes which lack a synchronous component.

Workload Taskforce recommendation for better reporting (CBIS) including curriculum development/update. When delivery modes change, significant work is required to adjust the course content and pedagogy for the new delivery mode(s). This is seen in both survey results and in faculty demands.

Union maintains its original proposal in U1

Union Original Proposal

11.01 D 3

For purposes of the formula:

- (i) "New" refers to the first section of a course which the teacher is
- teaching for the first time. (This definition does not apply to a new full-time teacher who has previously taught the course as a Partial-Load, Sessional or Part-time employee, nor to courses designated as "Special" as defined below); or
 - teaching for the first time since a major revision of the course or curriculum has been approved by the College.
 - **teaching for the first time in a new delivery mode**

- (i) "Established A" refers to the first section of a course which the teacher has previously taught but not within the previous three academic years.
- (iii) "Established B" refers to the first section of a course which the teacher has taught within the previous three academic years.
- (iv) Where a non-language course is to be taught in more than one language the first section taught in a second language shall be regarded as "New" or "Established".
- (v) "Repeat A" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established", but to students in a different program or year of study.
- (vi) "Repeat B" refers to another section which the teacher is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established" or "Repeat A" to students in the same program and year of study.
- (vii) "Special A" refers to sections of courses in which students may enter on a continuous intake basis or courses which have been organized into individualized self-learning packages.

The first section of a "Special A" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (~~1:0.85-~~**1.05**).

The first section of a "Special A" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (~~1:0.60-~~**.80**).

Repeat sections of a "Special A" course attract the numerical value in "Repeat A" (~~1:0.45-~~**.60**).

- (viii) "Special B" refers to preparation for sections of a course in which the objectives describe the students' application of knowledge in actual work settings.

The first section of a "Special B" course which the teacher has not taught before or which the teacher has not taught within the previous three academic years attracts the numerical value in "Established A" (~~1:0.85-~~**1.05**).

The first section of a "Special B" course which the teacher has taught within the previous three academic years attracts the numerical value in "Established B" (~~1:0.60-~~**.80**).

Repeat sections of a "Special B" course attract the numerical value in "Repeat B" (~~1:0.35-~~**.65**).

Additional time necessary to arrange and prepare for student placement in such learning situations shall be attributed on an hour for hour basis and recorded on the Standard Workload Form (SWF), as referred to in 11.02.

- (ix) Hours for curriculum review or course development assigned to a teacher on an ongoing basis, ~~in lieu of teaching or in a non-teaching period,~~ shall be attributed on an hour for hour basis and recorded on the SWF **as a course with the intended TCH but no students, and attract the numerical value "Curriculum development" (1:2.30) or "Curriculum Review" (1:0.50).**

Union Rationale

When delivery modes change, significant work is required to adjust the course content and pedagogy for the new delivery mode(s). This is seen in both the WTF survey results and in faculty demands. In addition, 11.01 D1 is clear in that all types of course preparations, including hours for curriculum review and development, are outlined for the "purpose of the formula".

11.01 E 1

Union does not agree with CEC Counterproposal

CEC Counterproposal

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula

RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK		
Essay or project	Routine or Assisted	In-Process or Assisted
1:0.03 50 per student	1:0.015 per student	1:0.0092 per student

Union Rationale for Rejection:

Workload Task Force results indicate increased Evaluation and Feedback time is required. CBIS data results indicate that in 2023, faculty are receiving 55.2 minutes/week less for evaluation, than ten years ago. Faculty were clear in the WTF survey, they are spending increasingly more time on evaluation than is assigned. This proposal aims to reduce the time faculty receive for

evaluation even more. Only 25% of full time faculty are currently receiving this evaluation factor - 63% of faculty are instead being offered some sort of blended evaluation, making the majority of the CEC's proposals a major decrease in evaluation and feedback time for professors and instructors.

Union Counterproposal

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK

Essay or project	Routine or Assisted	In-Process
1:0.0304540 per student per student	1:0.01530	1:0.0092 per student

Union Rationale

Workload Task Force results indicate increased evaluation and feedback time is required.

11.01 E2

Union does not agree with CEC's Counterproposal

CEC Counterproposal

11.01 E 2 For purposes of the formula:

- (i) "Essay or project evaluation and feedback" is grading:
 - essays
 - essay type assignments or tests
 - projects; or
 - student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.

- (ii) "Routine ~~or assisted~~ evaluation and feedback" is grading **of short answer tests** by the teacher outside teaching contact hours ~~of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.~~
- (iii) "In-process evaluation and feedback" is evaluation performed within the teaching contact hour. **"Assisted evaluation and feedback" is grading generated through the use of computer-based question and answer software or other similar evaluative tools or where marking assistants are provided.**
- (iv) Where a course requires more than one type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.

The balance of 11.01 E remains unchanged

Union Rationale for Rejection

Same as above. Workload Taskforce results indicate increased Evaluation and Feedback time is required. CBIS data results indicate that in 2023, faculty are receiving 55.2 minutes/week less for evaluation, than ten years ago. Faculty were clear in the WTF survey, they are spending increasingly more time on evaluation than is assigned. This proposal aims to reduce the time faculty receive for evaluation even more. Only 25% of faculty receive the EP evaluation factor, and the major contributor to the loss of Evaluation and Feedback time is the movement towards the combined factor system wide (CBIS results, as documented in the WTF report).

Union maintains its original position in U1

Union Original Proposal

11.01 E 2 For purposes of the formula:

- (i) "Essay or project evaluation and feedback" is grading:
 - essays
 - essay type assignments or tests
 - projects; or
 - student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.

- (ii) "Routine or assisted evaluation and feedback" is grading by the teacher outside teaching contact hours of short answer tests or other evaluative tools where mechanical marking assistance or marking assistants are provided.
- (iii) "In-process evaluation and feedback" is evaluation performed within the teaching contact hour.
- (iv) Where a course requires more than one type of evaluation and feedback, **the single factor that attributes the most time on the SWF shall be applied for the entire course.** ~~teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course~~

Union Rationale

CBIS data clearly indicates a downward trend in the time assigned for evaluation to faculty. This downward trend exists as the blended factor is being assigned more often. Faculty are receiving less time to evaluate students' learning than in the past.

11.01 F 1

Union does not agree with CEC's Counterproposal

CEC Counterproposal

11.01 F 1 Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of six hours of the 44 hour maximum weekly total workload shall be attributed as follows:

four **and a half** hours for routine out-of-class assistance to individual students

two hours for normal administrative tasks.

The teacher shall inform their students of availability for out-of-class assistance in keeping with the academic needs of students.

Union Rationale for Rejection

Workload Taskforce results show the need for increased time for out of class student assistance and administrative duties due to issues related to; increased number of students with accommodations and increasing AODA legislation requirements, increased number of

students whose first language differs from that of instruction and increased number of students who face complex mental health and social challenges.

Union maintains its original position in U1

Union Original Proposal

11.01 F 1 Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of ~~six~~ **eight** hours of the ~~44~~ **40** hour maximum weekly total workload shall be attributed as follows:

~~four~~ **Five** hours for routine out-of-class assistance to individual students

~~two~~ **Three** hours for normal administrative tasks.

The teacher shall inform their students of availability for out-of-class assistance in keeping with the academic needs of students.

Union Rationale

Workload Taskforce results show the need for increased time for assistance and administrative duties.

11.01 F 2

Union maintains its original position in U1

Union Original Proposal

11.01 F 2 The attribution of ~~four~~ **five** hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in their total course load. When a teacher who has more than 260 students in their total course load considers that they will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with their supervisor. Possible means of alleviating the concern should be considered such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.

Union Rationale

Flows from changes in F1. Hundreds of faculty members are assigned sections with more than 260 students. In some cases, more than 650 students in one semester.

11.01 F 3

Union maintains its original position in U1

Union Original Proposal

11.01 F 3 For the purposes of the SWF, all complementary functions assigned to the teacher, in addition to those listed in 11.01 F1 and 11.01 F2, shall be specifically named on the SWF as well as categorized into one of the following areas and reported to CBIS:

- i. Committee Work**
- ii. Coordinator Duties**
- iii. Accreditation Duties iv. Program Renewal Duties**
- v. Community Engagement**
- vi. Student Recruitment**
- vii. Special Projects**
- viii. Mentorship ix. Guidance to Instructors**
- x. Scholarship**
- xi. Research**
- xii. Union purchased release**
- xiii. Other not above**

Union Rationale

CBIS data indicates that this portion of faculty workloads is expanding. The neutral chair of the Workload Taskforce recommended that "gathering more consistent information about the nature of complementary functions that are assigned across the college system" was necessary. This proposal aims to meet this objective. The Taskforce's preliminary review of the assignment of complementary functions across the colleges is reflected in this proposal. Our proposal aims to clarify and provide consistency to gathering more consistent information about complementary functions on faculty workloads. This is work which must occur during bargaining, not in a later subcommittee of the EERC.

11.01 G 2

Union maintains its original position in U1

Union Original Proposal

11.01 G 2 ~~Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.~~

[New]

11.01 G2 Where there are additional factors affecting the workload of a teacher or group of teachers which are not reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis and the rationale reported to CBIS.

Additional factors include, but are not limited to:

- (i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);**
- (ii) level of teaching and experience of the teacher and availability of technical support and other resource assistance;**
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;**
- (iv) numbers of students in class;**
- (v) availability of time for the teacher's professional development;**
- (vi) previously assigned schedules;**
- (vii) lead time for preparation of new and/or changed schedules;**
- (viii) availability of current curriculum;**
- (ix) additional time required for compliance with the Accessibility for Ontarians with Disabilities Act, 2005;**
- (x) students requiring accommodation;**
- (xi) introduction of new technology;**
- (xii) the timetabling of workload, including changes to the length of the course;**
- (xiii) level of complexity and rate of change in curriculum;**
- (xiv) requirements for applied research;**
- (xv) required translation of materials;**
- (xvi) Indigenous pedagogy, land-based learning and/traditional practices/customs;**
- (xvii) student proficiency in the language of instruction;**
- (xviii) Additional time required to determine the impact of artificial intelligence on academic integrity**

Union Rationale

CBIS data indicates that additionally attributed time for preparation or evaluation is only assigned to a vanishingly rare number of faculty. This must be corrected, allowing for better flexibility in the SWF for individual course needs and to address the work being performed by faculty (clearly

reported in the WTF survey) but not compensated. This proposal is considered to be “non-monetary” by the CEC.

11.01 H 1 and H2

Union does not agree on CEC’s proposals in M2

CEC’s proposals

Amend 11.01 H 1

11.01 H 1 The College shall allow each teacher at least ten working days of professional development in each academic year to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the teacher to perform their responsibilities.

Amend 11.01 H 2

11.01 H 2 ~~Unless otherwise agreed between the A teacher and the supervisor may agree, that~~ the allowance of ten days shall include ~~one a~~ period of ~~at least five~~ consecutive working days for professional development. The teacher shall make any such request for consecutive professional development days with a minimum of 30 days’ notice.

Union Rationale for Rejection

The CEC’s M2 concession proposal violates our rights to Academic Freedom. This concession would further restrict and direct faculty access to professional development. Faculty are scholarly academics and/or subject matter experts with the right and responsibility to determine their own academic needs to inform their professional development. The CEC’s proposal makes accessing Professional development opportunities even more challenging than they already are.

Union Original Proposal

11.01 H 1 The College shall allow each teacher at least ten ~~ten~~ fifteen working days of professional development in each academic year.

Union’s Revised Proposal

11.01 H 2 Unless otherwise agreed between the teacher and the supervisor, the allowance of ~~ten~~ fifteen days shall include one period of at least ~~five~~ ten consecutive working days for professional development.

Union Rationale

The Union's proposal addresses the fact that ten days of PD is no longer enough. Faculty are now required to develop advanced skills in the use of technology that did not exist in 1985, and that are constantly changing. In addition, faculty are now required to deliver complex curriculum including degrees and graduate degrees sometimes in a compressed format.

11.01 I, 11.01 K1, 11.01 K3, 11.01 L1,

Union does not agree with CEC's proposals 11.01 I, 11.01 K1, 11.01 K3, 11.01 L1,

CEC Proposals

11.01 I Teaching contact hours for a teacher in post-secondary programs shall not exceed 18 in any week. Teaching contact hours for a teacher not in post-secondary programs shall not exceed ~~20~~22 in any week.

11.01 K1 Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed 180 contact days per academic year for a teacher in post-secondary programs, ~~190~~200 contact days per academic year for a teacher not in post-secondary programs.

11.01 K3 Teaching contact hours shall not exceed 648 teaching contact hours per academic year for a teacher in post-secondary programs, ~~760~~880 teaching contact hours per academic year for a teacher not in post-secondary programs.

11.01 L1 The contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour **except when established at the time of hire based on program requirements**, or by written voluntary agreement, which shall not be unreasonably withheld. The Union Local shall receive a copy of such agreement within seven days.

Union Rationale for Rejection

As noted, two-tiering of workload protections aims to further marginalize the faculty who are already facing inequitable workload pressures by increasing even more work assigned to them. The CEC's concession proposal also clearly targets apprenticeships/trades, academic upgrading, and aviation to name a few. These proposals are inequitable.

11.01 J1

The Union does not agree with the CEC's Proposal

CEC Proposal

11.01 J1 Notwithstanding the above, overtime worked by a teacher shall not exceed ~~one~~

Teaching contact hour in any one week or three ~~four~~ total workload hours in any one week and shall be Voluntary.

Union Rationale for Rejection:

While we recognize the challenges associated with staffing, this proposal does not address the root causes and eliminates union work. That said, we remain open to discussion on addressing root causes.

11.02 A 2

CEC is prepared to accept OPSEU’s proposal to include mode of delivery as part of our package on Article 11.

Union accepts to include mode of delivery

11.02 A 2 The SWF shall include all details of the total workload including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size, attributed hours, contact days, language of instruction, **mode of delivery**, and complementary functions.

11.02 A 6 (b)

Union maintains its original proposal in U1

Union Original Proposal

11.02 A 6 (b) Grievances arising with respect to Article 11, Workload, other than 11.01, 11.02 **(except as it relates to the WMG and the application of 11.02 C1 and 11.02 C2)** and 11.09 shall be handled in accordance with the grievance procedure set out in Article 32, Grievance and Arbitration Procedures.

Union Rationale

This language allows the WMG functions set out in (11.02 C1 and 11.02 C2) to be sent to arbitration to ensure compliance with the mandate set out for WMG. This does not affect the WMG process itself and will not affect the timelines associated with WMG processes.

11.02 C 2

Union maintains its original proposal in U1

Union Original Proposal

11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:

- (i) — nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);
- (ii) — level of teaching and experience of the teacher and availability of technical support and other resource assistance;
- (iii) — size and amenity of classroom, laboratory or other teaching/learning facility;
- (iv) — numbers of students in class;
- (v) — instructional mode including requirements for alternate delivery;
- (vi) — availability of time for the teachers professional development;
- (vii) — previously assigned schedules;
- (viii) — lead time for preparation of new and/or changed schedules;
- (ix) — availability of current curriculum;
- (x) — students requiring accommodation;
- (xi) — introduction of new technology;
- (xii) — the timetabling of workload, including changes to the length of the course;
- (xiii) — level of complexity and rate of change in curriculum;
- (xiv) — requirements for applied research;
- (xv) — required translation of materials;
- (xvi) — Indigenous land based learning and/or traditional practices/customs.

11.02 C2 In resolving workload disputes presented to the WMG, and in determining the assignment of additionally attributed time for preparation and evaluation in course assignments, the following variables (but not limited to) shall be considered in WMG decision making:

- (i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);
- (ii) level of teaching and experience of the teacher and availability of technical support and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;

- (iv) numbers of students in class;
 - (v) ~~instructional modes, including requirements for alternate delivery;~~
 - (vi) availability of time for the teacher's professional development;
 - (vii) previously assigned schedules;
 - (viii) lead time for preparation of new and/or changed schedules;
 - (ix) availability of current curriculum;
 - (x) **additional time required for compliance with the Accessibility for Ontarians with Disabilities Act, 2005;**
 - (xi) students requiring accommodation;
 - (xii) introduction of new technology;
 - (xiii) the timetabling of workload, including changes to the length of the course;
 - (xiv) level of complexity and rate of change in curriculum;
 - (xv) requirements for applied research;
 - (xvi) required translation of materials;
 - (xvii) Indigenous **pedagogy**, land-based learning and/traditional practices/customs;
 - (xviii) **student proficiency in the language of instruction;**
 - (xix) **Additional time required to determine the impact of artificial intelligence on academic integrity**
-

Union Rationale

This language has also been moved to 11.01 G2 and expanded to include workload variables identified through the Workload Taskforce. This language permits, the Colleges, WMG's and WRA's to address these workload variables when resolving workload disputes. Faculty report through their demands and the WTF survey, that their workloads are increasing and are not being compensated. This hidden work is identified in the list of workload variables identified above. This proposal is considered to be "non-monetary" by the CEC.

*Instructional modes have been removed as it is now addressed with the proposed changes in 11.01 B3 and 11.01 B4 (modes of delivery).

11.02 D 1

Union maintains its original proposal in U1

Union Original Proposal

11.02 D 1 The WMG shall meet ~~where feasible~~ within one week of receipt of a workload complaint or at the request of any member of the WMG, **except by mutual agreement between the college and the local.**

Union Rationale

Putting parameters around WMG timelines improves the functioning of the WMG process and meets the spirit and intent to come to "speedy resolutions". This is a proposal considered to be "non-monetary" in nature by the CEC.

11.02 E 1

Union maintains our counterproposal contained in U12

Union Counterproposal

11.02 E 1 If following a review by the WMG of an individual workload assignment which has been forwarded to the WMG, the matter is not resolved, the teacher shall be so advised in writing **within 7 working days of WMG agreeing the matter will not be resolved the matter being heard by WMG.** The matter may then be referred by the teacher to a WRA provided under the agreement. Failing notification by the WMG within three weeks of the referral of the workload assignment to the WMG, the teacher may refer the matter to the WRA.

Union Rationale

Putting parameters around WMG timelines improves the functioning of the WMG process and meets the spirit and intent to come to "speedy resolutions". This is a no cost item to the CEC and their rationale for rejection is not clear.

11.02 F 5

Union maintains its original position in U1

Union Original Proposal

11.02 F 5 A WRA shall determine appropriate procedure **but will consider the variables outlined in 11.01 G2 and 11.02 C2, in resolving the workload dispute.** The WRA shall commence proceedings within two weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, **legal representation from either the Union Local or the College shall not occur,** that the WRA shall discuss the matter with the teacher, the Teacher's supervisor, and whomever else the WRA considers appropriate.

Union Rationale

This language permits the WRA to address these workload variables when resolving workload disputes. WRA's must be free to resolve disputes on all aspects of workloads. As noted, currently faculty are performing hidden work that is not compensated and

which is outlined in the workload variables in the Union's 11.01 G2 and 11.02 C2 proposals. WRA's are also meant to be "informal" in nature. The CEC's rejection of this proposal, considered by them to be "non-monetary" in nature, is not clear.

11.04 A 2

The Union does not agree with the CEC's Counterproposal

CEC Counterproposal

.Where a Counsellor or Librarian is assigned to work overtime in excess of 35 hours in any given week, such time shall be compensated at the rate of 0.083% of annual regular salary.

Union Counterproposal

11.04 A 2 Where a Counsellor or Librarian is assigned to works overtime in excess of 35 hours in any given week, such time shall be compensated at the rate of 0.083 0.1% of annual regular salary.

Union Rationale:

The Workload Taskforce recommendations indicate that counsellors and librarians require access to overtime provisions. These overtime provisions should be equitable to professors and instructors.

11.04 B 1 and 11.04 B 2

Union maintains its original proposal in U1 and does not agree to the CEC's M2 proposal

CEC's Proposals from M2

Amend 11.04 B 1

11.04 B 1 The College shall allow each Counsellor and Librarian at least ten working days of professional development in each academic year **to engage in approved academic, technical, industrial or other pursuits which will enhance the ability of the Counsellor or Librarian to perform their responsibilities.**

Amend 11.04 B 2

11.04 B 2 ~~Unless otherwise agreed between the A Counsellor/ or Librarian and the supervisor~~ **may agree, that** the allowance of ten days shall include ~~one a~~ period of at least five consecutive working days for professional development. **The**

Counsellor/Librarian shall make any such request for consecutive professional development days with a minimum of 30 days' notice.

Rationale for Rejection

The CEC's M2 concession proposal violates our rights to Academic Freedom. This concession would further restrict and direct faculty access to professional development. Faculty are scholarly academics and/or subject matter experts with the right and responsibility to determine their own academic needs to inform their professional development. The CEC's proposal makes accessing professional development opportunities even more challenging than they already are.

Union Original Proposal

11.04 B 1 The College shall allow each Counsellor and Librarian at least ~~ten~~ **fifteen** working days of professional development in each academic year.

Union's Counterproposal

11.04 B 2 Unless otherwise agreed between the Counsellor or Librarian and the supervisor, the allowance of ~~ten~~ **fifteen** days shall include one period of at least **five ten** consecutive working days for professional development.

Union Rationale:

Ten days of PD is no longer enough for counsellors or librarians. They are now required to develop skills in the use of technology that did not exist in 1985 and that are constantly changing. In addition, counsellors and librarians are now required to provide support to a growing number of students with complex needs. They also now support students and professors who are engaged in complex curriculum, including degrees and graduate degrees. This aligns with the counterproposal of 11.01 H2.

11.04 D

Union maintains its original proposal in U1

Union Original Proposal

[New]

11.04 D In the event of any difference arising from workload being assigned to the Counsellor or Librarian, the faculty member shall discuss such difference as a complaint with their immediate supervisor.

The discussion shall take place within 14 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the Counsellor or Librarian

in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the Counsellor and Librarian and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the Counsellor or Librarian. Failing settlement of such a complaint, a Counsellor or Librarian may refer the complaint, in writing, to the WMG within seven days of receipt of the immediate supervisor's reply. The complaint shall then follow the procedures outlined in 11.02 B through 11.02 F.

Union Rationale

The Workload Taskforce focus group results indicate that counsellors and librarians report experiencing bullying by managers preventing workload complaints. Counsellors and librarians also require access to an impartial workload dispute mechanism. Providing this access would better ensure equity for all faculty.

11.08

Union Revised Proposal

11.08 In keeping with the professional responsibility of the teacher, non-teaching periods **(which will occur in at least one eight-six week period, or two four week periods, per year)** are used for activities initiated by the teacher and by the College as part of the parties' mutual commitment to professionalism, the quality of education and professional development. Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.

No SWF will be issued but such activities may be documented. Where mutually agreed activities can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines.

Union Rationale

The world is changing rapidly including curriculum and pedagogical requirements impacting the work of teachers. More and more programs have increasing accreditation requirements with quickly changing industry standards. This rate of change influences course and program delivery each semester. To ensure our students are provided with an educational experience that meets the demands of their profession and industry, time is required each year for faculty to engage in annual course and program reviews that are connected to the industries and communities in which their programs are being developed. Our students deserve educational programs that are in keeping with the rapid rate of change occurring in all program areas.

11.09 Modified Workload Arrangements

Union does not agree with the CEC's Proposal

CEC's Proposal

11.09 A 1 In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload

Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union, **which shall not be unreasonably withheld.**

Union Rationale for Rejection

This proposal reduces the ability of faculty and the union local to refuse Modified Workload Arrangements.