



College Employer Council Response to Union Proposal

U-16



Presented by:
The College Employer Council
(on behalf of the Colleges of Applied Arts and
Technology)

To:
The Ontario Public Service Employees Union
(for CAAT Academic Employees)

September 29, 2024

11.01 B 1

CEC maintains its proposal

11.01 B 2

CEC maintains its proposal

The CEC's proposal aims to more accurately reflect the work that is required in the asynchronous mode of delivery. Asynchronous teaching is teaching. What it doesn't involve is real time scheduled teaching contact hours. Faculty have indicated that more time is required in cases where there are more students. CEC's 11.01 G3 proposal recognizes this by ensuring the time assigned is proportional to the number of students in the section.

11.01 B 3

CEC maintains its counter-proposal

We have worked closely with the Colleges to articulate definitions which provide enough clarity to effectively address workload considerations yet are high-level enough to apply to the many variations in terminology and approach that exist across the 24 colleges. It is our position that using definitions that do not meet this test would make any related collective agreement changes unworkable. The Colleges have a responsibility to determine modes of delivery to ensure consistency for students and compliance with external regulations. We cannot accept proposals that would remove that agency.

Furthermore, we want to address your characterization of our use of the word perceived. When discussing self-reported qualitative data, such as that gathered by the task force survey, it is standard to use words such as reported, felt and perceived when discussing results. When we use these words, we are not insulting faculty. We are simply using terminology related to that research methodology. The survey was designed to gather information regarding people's perceptions of whether their workload has gone up or down.

In your rationale, you also mention that the workload task force report "recommends that mode of delivery must now be incorporated in the SWF". Can you point us to that specific recommendation? We have not seen that in our review of the document. The Flaherty Workload Task Force Report makes high level recommendations regarding areas to be addressed. It does not prescribe how these areas should be addressed, nor quantify specific actions to be taken. That is a matter for the parties to come to agreement on at this table.

11.01 G3 and 11.01 G4

CEC maintains its counter-proposals

CEC's rationale is the same as above for 11.01 B2 and B3.

11.01 B 4

CEC maintains its rejection of OPSEU's proposal

As previously stated, CEC is not prepared to accept the compounding effect of the factors proposed. Preparation, evaluation, and contact time are already accounted for in the SWF.

CEC's proposal addresses the input regarding Asynchronous and Multi-modal methods of delivery through discrete components in the SWF formula and through the assignment of additional complementary hours. This avoids the distortion created by compounding factors.

11.01 C

CEC maintains its proposal

CEC's proposal does not change any aspect of the Standard Workload Formula. This proposal does not result in any changes to the way teaching contact hours are recorded on the SWF. The proposal clearly states that total weekly contact hours assigned must continue to equal a whole number. It also clearly states that no teaching block shall be scheduled for less than one hour. All this proposal does is provide additional options in the scheduling of TCH. As an example, under this proposal, a 3 TCH course could be scheduled in two 1 ½ hour blocks, rather than being forced into a 3-hour continuous block, a 1 + 2-hour delivery pattern, or a 1+1+1-hour delivery pattern.

With respect to OPSEU's rejection of our proposal because you say it changes a fundamental aspect of the Standard Workload Formula (SWF), we disagree as scheduling does not appear on the SWF.

11.01 D 1

CEC maintains its counter-proposal

OPSEU's rationale states that course deliveries, regardless of the modes in which they are taught, require ongoing revisions to ensure they meet industry advancement and changes. CEC's proposal takes this into account with the assignment of established preparation factors for the first section of the asynchronous course and an additional repeat preparation factor for each concurrent additional section of the same asynchronous course, even though the course shell will be the same for all sections.

In addition, we disagree with OPSEU's position that curriculum development and course review were intended to be included among the teaching factors of the SWF.

The formula refers to the entirety of the SWF: the calculation of teaching courses according to factors, the allowance of complementary time and the assignment of complementary time. The last column of the SWF chart in the agreement specifically references 11.01 D, F, and G which corresponds to 11.01 D 3 (viii) and (ix); 11.01 F 2 (students above 260) and 11.01 G 2 (atypical circumstances). As Arbitrator Rose stated in a Niagara College award, "Specifically, Arts. 11.01 D 3 (ix), 11.01 F 2 and 11.01 G 2 pertain to complementary functions." We also note that the only places that state "hour for hour basis" in the collective agreement refer to complementary time, specifically again 11.01 D 3 (viii) and (ix), 11.01 F 1 and 11.01 G 2.

11.01 D2

CEC maintains its proposal

CEC's proposal applies to situations in which there are very small class sizes and/or singular sections of courses to assign. It is difficult to assign equitable workload assignments to full-time faculty in these types of situations.

11.01 D 3

CEC maintains its counterproposal and its rejection of OPSEU's proposal

CEC has acknowledged faculty feedback which suggests that when delivery modes change, work is required to adjust the course content and pedagogy for the new delivery mode(s). That is why we have proposed that the "new" preparation factor be assigned when a new delivery mode is assigned for the first time.

11.01 E 1

CEC maintains its counterproposal and rejects OPSEU's counter-proposal

CEC's proposal acknowledges the input suggesting that more time is required for Essay/Project evaluation with an increase to that factor.

With respect to the Flaherty Workload Task Force report, the cited CBIS data indicates that both the number of assigned contact hours (an average of 12.01 TCH per week in Fall 2022) and the number of attributed evaluation hours (an average of 8.17 hours/week in Fall 2022), have decreased over the last few years. This makes sense given the mathematical relationship between the number of contact hours and the attributed time for evaluation.

As we previously noted, the tables in the Flaherty Workload Task Force report indicate a decrease in time required to complete electronically assisted evaluations. The CEC's counter-proposal reflects this input.

11.01 E2

CEC maintains its counter-proposal and rejection of OPSEU's proposal

CEC's rationale is the same as above.

11.01 F 1

CEC maintains its counter-proposal (error corrected)

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 **and a half** 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.

In addition to proposing increases in specific circumstances, CEC has also proposed this additional time for routine out-of-class assistance for all full-time teachers.

11.01 F 2

CEC rejects OPSEU's proposal and makes the following counter-proposal

11.01 F 2 The attribution of four **and a half** 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.

11.01 F 3

CEC maintains its rejection of OPSEU's proposal

OPSEU has suggested that this is work which must occur during bargaining. CEC maintains that this is work which cannot occur during this round of bargaining. The time required to do this work effectively would extend the bargaining process well into the future. Furthermore, the Flaherty Workload Task Force Recommendation #5 specifically states that "[t]he CBIS Committee could also guide the process for gathering additional...information about the nature of complementary functions that are assigned across the college system..."

11.01 G 2

CEC maintains its rejection of OPSEU's proposal

OPSEU has suggested that the CBIS data indicates that additionally attributed time for preparation or evaluation is only assigned to a "vanishingly rare number of faculty." It is important to note that typically colleges attribute time under article 11.01 G2 as additional complementary time on the SWF, meaning that it would not be captured in the CBIS data in that place. Complementary

hours have gone up by over 1 ½ hours since 2011. This means that teachers are getting more time assigned for complementary functions than they were in the past.

11.01 H 1 and H2

CEC rejects OPSEU’s counter-proposal and maintains its proposals in M2

CEC’s proposal is not restrictive. It does not eliminate any PD days, nor the right to request consecutive PD days including consecutive days in excess of 5. A full-time academic employee is still entitled to request and use any and all of their 10 PD days. The new language establishes a short-notice period to plan and prepare for the time off. This ensures that management and students will know in advance when the professor will be away. In addition, CEC’s proposal ensures that investments in PD are to the benefit of students, faculty, and the College.

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

CEC maintains its proposals

11.01 J1

CEC maintains its proposal

In your rationale you have suggested that our proposal eliminates union work. From our perspective, having union members work voluntary overtime does not eliminate union work.

11.01 A 2

CEC is willing to include mode of delivery provided we get agreement on the definitions of mode of delivery, and the factors associated with them. These things are all interconnected, we can’t agree to any one of them without knowing what the rest of them are.

11.02 A 6 (b)

CEC maintains its rejection of OPSEU's proposal

CEC maintains that there is already an effective dispute resolution process to deal with workload issues.

11.02 C 2

CEC maintains its rejection of OPSEU's proposal

CEC maintains that teachers are able to raise any and all concerns under the existing provisions. Those concerns are not exclusive to what's already listed in the current language. There is no need to add further specific examples.

11.02 D 1

CEC maintains its rejection of OPSEU's proposal

11.02 E 1

CEC already agreed to this OPSEU counterproposal on September 20th

11.02 F 5

CEC maintains its rejection of OPSEU's proposal

11.04 A 2

CEC maintains its counter-proposal and rejects OPSEU's counter-proposal

CEC's proposal takes into account the fact that overtime has to be authorized by a college.

We also note that OPSEU may have made an error in determining the factor for its counter-proposed overtime provision. The 0.01% factor proposed in U16 would amount to significantly less than CEC's proposed 0.083%, which we noted is equivalent to time and a half.

11.04 B 1 and 11.04 B 2

CEC maintains its proposal and rejects OPSEU's proposal

Same rationale as provided for 11.01 H1 and H2, our proposal does not eliminate any PD days for counsellors and librarians.

11.04 D

CEC maintains its rejection of OPSEU's proposal

Bullying and harassment are covered under Article 4 of the collective agreement for which an employee may grieve and every College has a policy and procedure with respect to addressing bullying and harassment. WMG is not an appropriate venue to resolve issues of bullying and harassment in the workplace.

11.08

CEC maintains its rejection of OPSEU's proposal

CEC notes that teachers already have access to several non-teaching periods throughout the academic year. The Union's proposals essentially remove teachers from the classroom for an additional seven weeks per year, when its proposed additional professional development demand is included.

In addition, the Union's proposal speaks to mutual agreement but gives the teacher unilateral autonomy to determine what constitutes PD and when that PD is taken. OPSEU's proposal is not in the best interest of students, and it is unacceptable to the colleges.

Given the demand from students and our communities for access to year-round programming, CEC cannot accept proposals that seek additional and extended non-teaching periods.

With respect to accreditation requirements, the colleges already provide time through such mechanisms as new preparations and/or complementary time, which captures this type of work in the workload formula.

11.09

CEC makes the following counter-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, **the latter of which shall not be unreasonably withheld.**

CEC's proposal intends to make no change whatsoever to the ability of faculty to refuse Modified Workload Arrangements. The only change CEC proposes is to remove the ability of the union local to unreasonably withhold its agreement where two-thirds of the affected members have agreed. To make this clear, we have made the above counter-proposal.

The CEC reserves the right to add to or to modify these proposals during the course of bargaining.