

**August 12, 2021**

**Union Response to M01: Counsellor class definition**

We thank you for your document M01. We wished to provide a preliminary response at this time, pending our upcoming date to consult with our Counsellor members. Once we speak with them, we expect to be able to provide you with a more detailed response.

The need to update the Counsellor class definition to reflect current work and expectations arose in the 2017 round of bargaining. Then, as now, faculty proposed a series of changes based on the experiences of counsellors that were shared in our demand-setting process. The CEC team rejected those changes, and in the interest of reaching a settlement without labour disruption, faculty agreed to the CEC proposal to defer discussion of the specific changes to a subcommittee of the EERC. The work of that committee was delayed until May 2020, and the proposal we have submitted in U4 was influenced by those discussions as well as direct consultation with counsellors across the colleges. We assert that our proposal better reflects the origin and purpose of the EERC Subcommittee -- Counsellor Class Definition.

Turning to your Counsellor class definition proposal in M01, presented August 10, we have the following notes and questions:

1. Your proposed language appears to limit the work of counsellors to strictly issues of mental health and referrals. How do you account for the remaining work not identified in your proposal that is currently being done by Indigenous counsellors, disabilities/abilities counsellors, learning strategists, and counsellors?
2. Your proposal appears to allow managers to assign counsellor work to non-faculty. As a consequence of this apparent position, what are the limits of what you see counts as counsellors work? What work currently performed by any kind of counsellor would or could not be assigned to non-faculty?
3. While the Counsellor definition that we have proposed in U4 is certainly longer than the class definition of Professor or Instructor, we believe that it is not more granular than those definitions -- the additional length is due to the unique breadth of the work performed by counsellors, and also the specific obligations they may face because of College policies or the standards and policies of professional bodies.
4. In your explanatory notes, you say that “[a]s a general rule, there is no ownership in any bundle of duties”. We would respectfully disagree and suggest that in workplaces with bargaining units, there is usually a clear definition of work that may be assigned to members of that bargaining unit, and of work that may be assigned exclusively to members of that bargaining unit.
5. In your explanatory notes, you say, “in any organization with multiple bargaining units there is cross-pollination of work between bargaining units”, and that you “are not looking to upset the balance that currently exists between the faculty and support staff bargaining units”. We assert that the blurring of work between bargaining units undermines the principles of bargaining units in the first place, creates unnecessary tension between bargaining units and confusion for managers, and is not supported by

our governing legislation. We suggest that such ambiguity creates conflict rather than balance.

**August 12, 2021**

**Union Response to M02: Workload**

We appreciate your response to our proposal on Workload, U2, as well as your proposal M02. These comments represent our preliminary response as we work through our review of the additional questions you've posed. We are taking those into consideration and treating them as areas in which you are seeking additional clarification. We will have further responses in the future, but these comments will hopefully give you something to consider before we are back at the table together again, and help you understand our position in relation to the changes you indicated you believe are necessary.

Complementary to your presentation on the history of workload taskforces, we wish to offer some observations on the origin and evolution of Article 11 as understood in relation to taskforces:

The first faculty strike was precipitated by unrecognized work done by nursing faculty and ended in faculty being legislated back to work, and binding arbitration. As detailed in the 2009 Rayner report, which you helpfully attached to your proposal, the workload issues at the center of the 1984 strike were referred by the arbitrator, Paul Weiler, to be examined "by an Instructional Assignment Review Committee chaired by Michael Skolnik whose subsequent report recommended that the existing provision (teaching hour caps with averaging) be replaced by limitations based on attributed hours for various workload factors. His recommendations envisioned a formula applied at the program level to take into account actual differences in the demands of different subjects, modes, and students. The parties negotiated the workload formula based on his recommendations and it has undergone few changes over the last quarter of a century."

The arbitrator accepted the proposal of management (as the basis of current Art. 11). What the faculty union suggested was a formula closer to Ryerson. It is important to note, however, that the second faculty strike in 1989 was in part over the Employer's attempts to remove the SWF, which reflects the centrality of workload concerns to every round of negotiations.

According to Rayner's Workload Task Force report, "...In the 2003/04 round of negotiations both sides presented significant proposals to modify the formula. The 2003-05 collective agreement contained a letter of understanding creating a joint taskforce to examine and discuss issues relating to workload. Its terms of reference are attached as appendix "B." The members of that taskforce met several times and agreed to conduct a survey but the members were unable to reach consensus on the content of the survey. Both sides submitted reports. The Union's report was based in part on surveys it conducted. Both sides relied on their own reports when they made their submissions to Arbitrator Kaplan in June, 2006. Kaplan had been selected to set the terms and conditions of the current collective agreement but he made no award on workload directing instead the creation of a new taskforce to examine workload issues."

The only changes to faculty workload have not come from taskforces. Taskforces have been used historically to defer and delay dealing with faculty concerns as they relate to workload. In 2009, the CEC imposed terms and conditions on faculty, and cherry-picked changes to workload that reflected their priorities. They did not impose all of the recommendations of the Rayner report which included, among other important elements, a recommendation “that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom.”

Faculty have been very clear that changes to workload are needed now. It is time, when--as a result of the concessions required by Bill 124--we're not busy trying to negotiate wages, for us to address the ongoing need for faculty workload to be reflected in this Collective Agreement.

Faculty concerns are not pandemic-specific: our issues, as detailed in our workload proposal U2, predate the pandemic, were exacerbated by the pandemic, and will continue after this particular pandemic. There has been a sea change in the manner in which teaching and learning occur, and our workload formula does not address that. While there may certainly be a need to build in a mechanism for ongoing review of workload into the Collective Agreement, that does not preclude the need for both parties to seek immediate adjustments to reflect issues of adequate time for curriculum development, class preparation, evaluation, feedback and student support.

You identify some specific areas of Article 11 as targets for change. While you have not provided concrete proposals for those changes, we feel the need to caution you at this time that we strongly expect that our members would reject any of the following proposals:

- Deferring workload concerns to a taskforce, however well-intentioned
- Creating a two-tiered Collective Agreement in which new faculty would be subject to different working conditions, including teaching on Saturdays and Sundays without additional compensation
- Changing the definition of the academic year to 12 months/7 days a week
- Greater management oversight of professional development
- No or reduced prep time for asynchronous courses
- Teaching Contact Hours divided into fractions

We do have one question for now: You assert that faculty's proposals will increase costs of delivery by at least 40-50%. Could you detail how you arrived at that costing?

**Lastly, a quick note to correct a factual inaccuracy in your last presentation:**

Shared governance was not, at the end of the 2017 bargaining round, an element that Arbitrator Kaplan had under consideration. The Union had proposed the provincial task force as a place where academic governance structures and IP could be addressed. This was, in fact, agreed to by both parties by November 16, 2017, and was ultimately included in the arbitration award. It

further indicated a mutual willingness to entertain changes to the Collective Agreement on these Academic Quality issues -- a willingness that you appear to now disavow.

We also note that it is normal practice in collective bargaining to reintroduce proposals and concepts that remain outstanding issues that were not settled in earlier rounds. We have, actually, worked toward incorporating the feedback from previous rounds, examined the report of the consultant hired by Sheridan to eliminate their Senate (a report we note that was completed without consultation with faculty), and developed the Academic Council proposal to be in keeping with existing legislation. We welcome further discussion on your perspective as to why the CEC is opposed to structures that enshrine meaningful faculty input into academic decision making.

Our proposals are in no way designed for rejection and we find that assertion offensive to our members. Those that have experience in labour relations would know proposals are the direct result of a democratic and transparent process that the members put forward and vote on. Please do not tell us how our negotiation process should work for you. Again, we represent and answer to our members, not the Employer.