

November 11, 2021

College Faculty: Questions

LOU on EDI

- Could you explain more about why you are unwilling to agree to have a role for an arbitrator in dispute resolution, particularly since you did raise the spectre of previous and existing committees being unable to reach consensus on recommendations?
- We believe that the words “advance equity, diversity, and inclusion...” set the bar lower than our proposal, and we would ask that you reiterate your reasons for disagreeing with language that would permit the recommendation of policies that are “equitable in nature and effect”, rather than those that merely “advance equity”, for example.

LOU on Indigenization, Decolonization, and Truth and Reconciliation

- How would the proposal that “the non-adversarial process shall not duplicate nor conflict with the work that has already been undertaken [at a number of college]” be enforced, and would it effectively give any College the right to veto the scope of this process, by claiming such duplication or conflict?

Article 11.01 D3(x) and 11.01 E1 re: Bill 124.

- We ask for more information about the precise details upon which you base the claim that these proposals violate Bill 124.
- We would welcome a clear understanding of the numbers and calculations that you used to arrive at your conclusions.
- Are you suggesting that all faculty that are currently not being appropriately compensated for the work that they are doing should be compelled to continue doing this work for the next three years, which is a violation of the ESA?

Coordinators

- We remain unclear about what is objectionable about the word “reasonable” in this instance, and ask that you provide a more detailed explanation.

Counsellor Class Definition

- We would ask you to provide greater detail around what you understand to be the reasoning behind and effect of the phrases “where so assigned”, “as part of a multi-disciplinary team”, and “may include” in relation to counsellor work.

Partial-Load

- Re: 26.08 C: We ask for further clarification that you could offer about why the College processes and systems that permit managers to make tentative offers of employment

for upcoming semesters (offers that may permit, for example, scheduling and classroom assignments) would not also permit those offers to suffice for the bridging of benefits.

- Re: 26.10 D: We would ask what evidence would likely be acceptable to the College, and what evidence you contemplate a member being able to provide that their College would not already have access to? We also aren't clear about why the cut-off date is 2017? Further, we aren't sure why you aren't in agreement that the registry should be transparent to PL employees and the locals. Can you provide more rationale for that position?
- We have concerns that your proposal to change "or" to "and" in your response to our 26.10 E proposal reduces the rights of current PL employees. Can you explain your rationale for that change, and identify what problem you believe it solves?
- We note that no rationale was provided for your rejection of our proposed language of 26.10F, and – noting that we see it as a no-cost item to the Colleges – we ask for clarity around what impedes agreement upon this issue.

Contracting Out

- Does the proposed language against contracting out frustrate the Colleges' staffing plans for the next three years? If so, can you explain that further?

Use of Faculty Created Course Material

- Can you provide rationale for why the CEC cannot agree that our members' consent should be required when the College uses, shares, sells, or transfers the course-related materials created by the members?