

## **Management Bargaining Team Chair's August 11 Speaking notes**

This afternoon we will address the question that the Union posed to us at the end of yesterday's session, we will provide the Union with a series of questions and observations related to its U2 proposals and rationale on the theme of Workload, and we will share with the Union some detail related to our areas of concern with respect to workload provisions within the Collective Agreement.

Just prior to this meeting we provided the Union with a copy of a proposal which we are tabling this afternoon. We will speak to this proposal as part of our presentation. We also provided the Union with other documents that we will reference during our presentation and will provide the Union with a copy of our comments and questions after the meeting today.

### **Response to Union August 10 afternoon Question**

At the end of our meeting yesterday, the Union asked if we are planning on presenting our proposals to the Union in an ad hoc way. Our intent is in fact the opposite.

On July 8th, we presented the outline of our concerns and the areas of the collective agreement we would like to address. Last Thursday the Union provided us with several pages of complex changes that the union would like to see during this round of bargaining, along with its rationale.

Since that time, less than a week ago, we have been working hard over long hours to analyze and develop an understanding of the Union's perspectives and positions. At the same time, we are reviewing our own areas of focus through the lens of those perspective so that, to the greatest extent possible, we can align and present them within the context of the themes the Union have provided to us. Where possible, after we discuss these matters, we will be developing proposed language which seeks to achieve common ground between the Union's perspectives and ours.

Yesterday we began presenting to the Union the questions that we have, and for which we are seeking answers, to better inform our understandings. As stated in our responses to the Union's questions yesterday, we will be doing our best to address as many of the Union's themes and proposals as possible this week. Also, wherever possible, we will be presenting the Union with our counter-perspectives or counter proposals as part of those presentations.

However, and as already indicated, the volume of work that is required to provide informed feedback, questions, and proposals is what has prompted us to request additional bargaining dates in August and early September. We have requested those dates in order that we may present our full responses, our lists of questions, and any related preliminary proposals to the Union as far in advance as possible, so that the Union can consider them before our next scheduled set of bargaining dates (which begins on September 14th).

### **Management Bargaining Team Response to Union U2- Workload Proposal**

1. The Union indicates that it is "...proposing changes to the workload formula which has not been modernized in 30 years to ensure that faculty workload measurements and

class definitions capture all work associated with changes in student needs, modes of delivery, professional requirements, and technological demands."

- a. Article 11 was introduced following a strike in 1984 and was the result of interest arbitration resulting from the legislation ending the strike and a subsequent study.
- b. Flowing from the 2003/04 negotiations a joint taskforce reviewed the formula.
- c. In June 2006, Kaplan ordered that a new taskforce examine the workload provisions.
- d. In July 2008, that taskforce consisting of Wesley Rayner, Morris Uremovich and Marcus Harvey began work.
- e. Leger Marketing was retained to conduct surveys to assist the taskforce and a broad consultation commenced.
- f. The taskforce's mandate was set out as follows:

The parties will establish as soon as possible a Task Force on Workload. Both parties will nominate one member. If the parties are unable to agree upon a chair, William Kaplan will choose the chair in a process of final offer selection. The Task Force is to complete its work by December 1, 2008. The Task Force shall discuss and examine the following issues relating to the assignment of work to full-time faculty under Article 11:

- time spent in preparation, evaluation and feedback, and complementary functions
- impact of e-learning and other alternative instructional modes
- impact of class size
- impact of total student numbers
- curriculum development
- professional development
- scheduling of teaching contact hours
- equitable assignment of workload to full-time faculty
- impact on full-time faculty workload resulting from the use of non-full-time faculty

- impact of applied degrees
  - workload agreements
  - the Standard Workload Form
  - Pilot Projects and any other matters deemed appropriate by the Task Force.
- g. In March 2009, the taskforce made a number of recommendations to the parties which resulted in modernizations of the formula in the next round of negotiations (copy provided).
- h. That taskforce made some preliminary inquiries into online work and wrote: "As we understand matters, the preparation factor is intended to cover the week-by-week preparation needed to prepare for each class and ought not to extend to substantive course modification or content development. Such curricular matters are handled through the provision of complementary time in a semester prior to the teaching of the course. This distinction between the two types of preparation generally seems to be clearly understood but the distinction may have become blurred at times, especially when a traditional delivery method is modified to include a substantial amount of on-line delivery or where a course is modified to include a significant amount of electronic content. The question is whether the time spent in modifying the course to include the on-line component should be treated as preparation time or as curriculum development and the confusion seems to arise because such conversions may occur concurrently with the teaching of the course rather than in a preceding semester".
- i. The taskforce did not make any recommendations distinguishing between online versus in person course delivery.
- j. The challenges of the COVID-19 Pandemic did not involve the intentional restructuring of courses for permanent online or hybrid delivery.
- k. Rather, they were a one off, emergency response to the shuttering of the Province. Largely, colleges dealt with the conversion to remote delivery with below the line conversion time or conversion time during non-teaching periods. This approach was consistent with the suggestions of the Taskforce, which stated:

In our opinion when the modification meets a certain level (affecting 20% or more of the course content) the time spent on the conversion should be treated as curriculum development and added to the SWF according to the provisions made by the collective agreement in Article 11.01 D3 (ix).

- I. We do have concerns respecting aspects of the formula as well. For example, we believe that the factor for "routine" evaluation should be separate and different than the factor for "assisted" evaluation.
  - m. We don't believe that there is any objective data to support the wholesale revisions of the workload formula in response to the once in a century pandemic event.
  - n. We have examined in some detail the proposals around changes to the workload formula that the Union have made. Our preliminary review of these suggests that they would effectively result in at least a 40% to 50% increase in the cost of delivery of programming. In the absence of clear, objective, and reliable data, we are not prepared to make such significant changes to a formula which has been developed through the foregoing described methodology.
  - o. That said, we do believe that it is healthy to review the functioning of the workload formula from time to time. It may well be time to conduct another Rayner style study of the functioning of the formula in order to ensure that it continues to provide an equitable basis for the distribution of work. The study could address both the Union's and the College's perceptions of areas for adjustment in the formula. The study could then report back to the parties in advance of the next round of bargaining in order that we may both approach this issue with objective data and expert advice. In return for the withdrawal of the union proposals respecting workload, CEC proposes a letter of understanding establishing a workload review task force (see document M02 which we have submitted and will leave with the Union for review and consideration).
2. In the Union rationale, it states that "Not all delivery methods are equal in regards to preparation, evaluation and feedback".
  - a. Undoubtedly, the COVID-19 Pandemic emergency conversion posed challenges for all College employees as they pivoted and adapted.
  - b. Pandemic remote delivery is not a true representation of purpose-built online delivery.
  - c. Again, with purpose built on-line course offerings, we do not believe that the Union's assertion is accurate, but we are content to have a taskforce examine that question to ascertain reliable objective data upon which the Parties can undertake consideration of the question.
3. The Union also states that the union is "Seeing a rise in the amount of work that colleges consider to be part of normal administrative tasks - student accommodation, mandated training and meetings."
  - a. Is there specific data upon which the Union base this assertion?
  - b. Can the Union describe for us the nature of student accommodation work that is leading to additional workload?

- c. It is impossible to know prior to assigning a SWF if there will be students who require accommodation, or how many there will be. This is generally not known until well into any given semester. Where a faculty member has a "non-normative" number of accommodation requirements they will bring that situation to the attention of their academic manager so that the situation can be addressed. This is already provided for in the current collective agreement. In a workload resolution arbitration for Fleming College, arbitrator Snow specifically considered the various manners by which the composition of a class of students could be addressed other than through the workload provisions (copy attached).
  - d. We do not believe that there has been an expansion of "normal administrative tasks".
  - e. Analyzing the functioning of the workload provisions could generate objective data in these and other areas of focus upon which the parties could rely in future negotiations respecting those provisions.
4. In the Union submission, it suggests that "In recognition of the increasing diversity of learners we now have in the College System, the Union proposes an increase in the essay project evaluation factor - This additional time is necessary to not only recognize the diversity of our learners but also the increasing demand for accommodation, and the rising need to create multiple evaluations to accommodate students."
- a. Can the Union provide more detail about what it means by "increased diversity of students"?
  - b. Does the Union have data that shows that increased "diversity of students" requires increased time to evaluate students?
  - c. Within the teaching and learning environment a range of services and supports are made available. Teachers are members of diverse and inter-disciplinary teams which generally include faculty, support staff, and administrators working together to provide a holistic teaching and learning environment. Wouldn't the Union agree that the colleges are providing increased support services to support any increased student needs inside and outside the classroom (e.g., centers for teaching and learning, peer tutoring, student advisors, etc.)?
  - d. Can the Union expand for us on how it sees the correlation between diversity of learners and the essay project evaluation factor?
  - e. Can the Union explain for us what it means by the rising need to create multiple evaluations to accommodate students?
  - f. The suggestion in the Union's statement seems to us to be based on assumptions with which we may not necessarily agree. How does diversity cause more work? Obtaining reliable objective data would allow the parties to make informed decisions about this aspect of the formula in future.

5. The Union's team has proposed "...that the increasing diversity of our learners be among the factors considered in the assignment of work."
  - a. We have the same questions in respect of this proposal as we did in the preceding paragraph (see # 4).
  - b. Does the Union have any data that demonstrates that diversity of students increases the workload of faculty?
  - c. How does diversity cause more work?
  - d. We don't know the composition of the section before classes begin. Once classes begin, there is no objective way to assess diversity without compromising privacy or making assumptions. Practically, how would the WMG consider these matters?
6. The Union also suggests that an "Expansion of online remote learning ... brings with it increased work for faculty."
  - a. That suggestion was not borne out by the Rayner taskforce in 2009. We don't have data to confirm that this has changed in the last 12 years. This could be usefully explored by a Rayner-style taskforce.
7. In the Union's rationale, it states that "Our students have greater needs regarding support for their mental health and academic success which has created new challenges for work and caseloads for counsellors"
  - a. Within the teaching and learning environment and within counselling services, a range of services and supports are made available. Faculty are members of diverse and inter-disciplinary teams which generally include faculty, support staff, and administrators working together to provide a holistic teaching and learning environment.
  - b. Counsellors have set work hours each week. We understand that where they have a need to exceed those hours in emergency circumstances, colleges have arrangements with them to accommodate the work. Does the Union have data to demonstrate that counsellors are exceeding their weekly hours on a regular and ongoing basis? Does the Union have any data to demonstrate that the systems in place are not working?
8. The Union also states that "Change in information demands has created increased workload pressures for librarians".
  - a. Can the Union provide us with more detail on what it means by this?
  - b. What change in information demands?
  - c. How has the change in information demands increased workload? Are librarians working more than 35 hours? If so, what data does the Union have to support that assertion?

9. With respect to the Union's assertion that "Counsellors and librarians do not have any accurate record of the workload."
  - a. Counsellors and librarians work on set calendars and schedules. Can the Union explain what the Union means when it says that they do not have any accurate record of workload?
  - b. Article 11.04 A provides that: "The assigned hours of work for Librarians and Counsellors shall be 35 hours per week".
  - c. Article 11.04 C provides that: "Where Counsellors and Librarians are assigned teaching responsibilities the College will take into consideration appropriate preparation and evaluation factors when assigning the Counsellors' and Librarians' workload".
  - d. Given that the assigned workload is 35 hours per week, we don't understand the need to further "docket" the work performed by Librarians and Counsellors.
10. Finally, we do not understand there to be an issue with the operation of Article 11.04.

### **College Area of Concern Regarding Workload**

11. Workload is an area where the Colleges also have concerns that we would like to discuss with the Union in order to find mutually acceptable solutions.
  - a. We do not believe that the formula "fits" the form of delivery that occurs in Academic Upgrading (AU), in Apprenticeship Programs (AP), or in certain specialized programs such as Aviation.
  - b. In AU, Teachers tend to work from a fixed curriculum that involves minimal preparation. Most of their activity involves coaching learners and assessing progress.
  - c. In many colleges, AU Teachers staff a common learning area which students attend on a scheduled or drop-in basis. Students work independently and Teachers monitor student progress, providing individual support, guidance, and assessment. Teachers may work alone or in teams. This form of program does not fit within the current formula. We would like to discuss developing an alternative method of measuring and recording the workload of Teachers assigned to AU.
  - d. Similarly, in Apprenticeship, curriculum is set externally. This creates a very different relationship and experience of Teachers in the classroom. Other workload related challenges in apprenticeship for example:
    - i. From time to time for a variety of reasons in Apprenticeship, course delivery may have to extend beyond the 36- or 38-week limits in article 11.01 B 1. In the past, many Teachers have been prepared, in the interests of assisting their students complete their courses, to extend

their teaching beyond the strict limit. We do not believe that the collective agreement should operate as a barrier to this sort of cooperation between Teachers and administration in the interest of students. We would appreciate having discussions with the Union on this area.

12. With respect to asynchronous delivery that is distinct from the pandemic related experience: Courses that are delivered asynchronously do not have scheduled Teaching Contact Hours in that a Teacher is not scheduled to be at a particular place at a particular time to interact and deliver content to students. Additionally, with true asynchronous delivery, detailed development occurs prior to delivery, and the current preparation factor does not obviously apply. Accordingly, we would like to discuss with the Union the development of a method of measuring and recording workload in purpose-built asynchronous courses.

- a. For discussion purposes, our working definition of asynchronous delivery is set out below and we invite the Union's input on the definition:

Learning that is not delivered in real time. Asynchronous learning may include recorded video lessons, readings, tasks, participation in discussion boards. Asynchronous delivery may or may not be conducted online.

13. 11.01 C limits the assigning of teaching to 1-hour blocks (50 minutes teaching and 10 minutes break). Where a course consists of 3 hours per week, this limitation restricts the ability of the Colleges to schedule the course which may also not be in the best interest of the students or the Teacher. For example, this language may require that the course be scheduled for 1 hour per day for 3 days. A better approach may be to schedule the course over 2 days in 90-minute sessions (each with 15 minutes of break). That would permit the Teacher and the students to attend to the course for fewer days. We believe that through discussion we may be able to identify mutually acceptable amendments to article 11.01 C which would provide for greater flexibility in scheduling.
14. Professional development is important to both the faculty member and the College. Appropriate professional development ensures that the faculty member remains current in their area of expertise while ensuring that the skill set of faculty generally align with the future needs of the College in the interest of providing the best possible educational experience for students. We would like to discuss articles 11.01 H 1, 11.01 H 3, 11.04 B 1 and 11.04 B 3 to identify how we may mutually improve the provisions to ensure that faculty have the opportunity to participate in appropriate PD that advances the mutual interest of the faculty member and the College.
15. We would like to discuss the limits in article 11 respecting overtime to provide Teachers and the Colleges with greater flexibility to address program needs which may require overtime greater than 1 TCH where the Teacher is willing to work the time and is properly compensated for the time.
16. Articles 11.01 L 3 and 11.03, respecting teaching on Saturdays and Sundays and the definition of the "academic year" are also provisions that inhibit Colleges' ability to meet

student needs for flexible scheduling of courses and programs. Students' needs for flexible scheduling to accommodate work obligations or child-care needs has increased pressure on colleges to provide more accessible schedule offerings. Colleges have experienced pressure to move to a 7 day per week and 12 month per year operation. For some existing faculty, adjusting their schedule from the traditional Monday to Friday or September to June periods may be preferable. For new full-time faculty specifically hired to a non-traditional work period no prior expectation exists. We would like to explore with the Union mutually acceptable means of addressing the definition of the work week and academic year that meets the needs of our students while respecting the preferences of our existing full-time faculty.

## **In Conclusion**

That concludes our feedback on workload for today. As previously stated, we are continuing our work and plan on providing feedback on as many elements as possible this week. We will continue that work and touch base with Heather tomorrow morning to provide an update on our progress.

Thank you.