

Lecturers Town Hall Meeting
Spring 2023 and Policy 76-77 Updates
April 4, 2023, 3:00–4:30 p.m., Microsoft Teams

On April 4, 2023, FAUW Lecturers Committee (LC) hosted a virtual town hall meeting for UW Lecturers on Microsoft Teams. The focus of this meeting was Spring 2023 updates; the most recent developments of Policy 76 and Policy 77 revisions and mediation, AF&T report on lecturer issues, Lecturer Committee status and actions, as well as FAUW and admin relations. The meeting was attended by 112 lecturers.

Introduction and reminders

Sean Speziale, a Continuing Lecturer at the Faculty of Mathematics and a member of the Lecturers Committee, greeted all new and long-standing Lecturers. After delivering the territorial acknowledgment, he outlined the agenda and briefly introduced the committee, its main goals, and its members. In its capacity as a FAUW standing committee and an advocacy group, the LC represents lecturers, which is the fastest growing group of faculty (almost doubling its membership between 2009 and 2021). The LC acts as a liaison between the FAUW lecturers and the FAUW Board of Directors. The committee is particularly dedicated to ensuring a clear and equitable career path for lecturers in light of inconsistencies in their terms and conditions of employment, teaching loads, and career progression across faculties, departments, and even units. The LC was formed shortly after the first FAUW General Meeting that was aimed primarily at lecturers in 2014. Each of the university's six faculties have lecturers. Many chairs, directors, and deans are treating lecturers inconsistently. Policy needs to catch up to account for lecturers.

Sean invited Su-Yin Tan, a Continuing Lecturer at the Faculty of Environment and the Chair of the Lecturers Committee, to speak about Spring 2023 updates.

Spring 2023 updates

Tan mentioned that the LC meets at the end of every month to discuss issues related to lecturers' terms and conditions of employment. She acknowledged that P76/77 is currently in mediation, that she is on the Policy Development Committee (PDC) along with Mary Hardy (Professor at the Faculty of Math, FAUW President) and Paul Wehr (Continuing Lecturer, Faculty of Arts), and that all the developments are, unfortunately, happening behind closed doors due to mediation. The LC has continued to engage with the lecturer community about feedback on the Policy 76/77 process. That being said, the LC has an advocacy role and is not formally a part of the policy development process. The LC hosted a Policy 76/77 Panel Event for all faculty on January 19, 2023, and, notably, a lot of professorial faculty spoke at this event. Tan informed the attendees that the LC is advising the Academic Freedom & Tenure (AF&T) Committee on Lecturer cases. She also mentioned her participation in a panel event hosted by

the Ontario Confederation of University Faculty Associations (OCUFA) about teaching stream faculty appointments at Ontario universities. She was one of four panelists with other faculty association representatives from the University of Toronto, King's University College, and Trent University. What has been happening with Policy 76 and Lecturer working conditions has been getting the attention of other faculty associations. The data presented at the event was sobering in many ways when hearing how our terms and conditions of employment compare with other universities. OCUFA also shared comparative data of teaching stream appointments with the environmental scan including 19 universities and colleges in Ontario. Tan presented data about two other non-unionized universities, namely McMaster University and University of Toronto, as well as one unionized university, namely Western University. All three universities already have professorial titles for their teaching stream faculty. Unlike at UW, teaching faculty at Western University have tenure. Salaries between teaching stream and professorial stream faculty differ quite significantly at UW. At comparator institutions, all faculty streams have the same salary floors and ceilings, even though there may be different starting salaries. Finally, unlike all three other universities, UW does not offer any form of sabbatical leave to their teaching stream faculty.

Tan then passed the floor to Sarah Ruffel, another member of the Lecturers Committee and a Lecturer at the Department of Biology, to conduct the first live poll. Elena Neiterman, a Continuing Lecturer at the School of Public Health Sciences and a member of the Lecturers Committee, posted the poll to Teams.

Live Poll (Question 1): What is your priority in terms of your working conditions as a Lecturer (related to Policy 76)?

Options:

- a) Appointment Titles (21%, 34 responses)
- b) Promotion and permanence (29%, 47 responses)
- c) Workload and non-teaching terms (32%, 51 responses)
- d) Scholarly activities (13%, 22 responses)
- e) Other (2%, 4 responses)

This was a multi-select poll. There were 85 responses in total.

A question was raised as to why salary was not included in this list. Tan pointed out that salary is important, but **not** related to P76/77 developments.

With the conclusion of the poll, Ruffell invited Tan to speak about Policy 76/77 updates and mediation.

Policy 76/77 updates and mediation

Tan reminded the attendees that P76 and P77 have been open for revision since 2014. There were several PDC's, and Tan was a member of the second one, and is currently a member of the third one. A key point in all the negotiations is that the new teaching stream is expected to engage in professional and pedagogical development (PPD) for permanence/tenure and promotion through the ranks. This is also why a PPD term was suggested to recognize PPD as a formal part of workload, providing time when Lecturers can dedicate to meaningfully engage with PPD activities. In December 2021 the Faculty Relations Committee (FRC) issued the following memo:

- a) No one will have their assigned teaching load increase as a result of this agreement.
- b) Teaching stream faculty who currently have assigned teaching in six out of six terms, or who currently exercise the option of one in six non teaching term only through a redistribution of their assigned teaching load into five terms, will have a load reduction of two courses (or their equivalent in service load) for the PPD
- c) Teaching stream faculty who currently have assigned teaching in five or fewer terms out of six terms (i.e., who already get a term with no assigned duties) will not have a load reduction for PPD
- d) Assignment of teaching load for current and future teaching stream faculty will follow the norms established in their home unit, while also being consistent with a commitment that teaching stream professors shall have one term in six for PPD without the need to redistribute load
- e) Under no circumstances will more than 12 courses be assigned over a two year period.

Unfortunately, in January 2022, the administration started to question the points of agreement and submitted a memo on "teaching loads", reneging on previous agreements.

In September, FRC then agreed on a "path forward". This was a four-step process, where a third PDC would be appointed and operating on tight timelines:

Step 1: Exchange policy drafts at FRC

Step 2: PDC to meet approximately once per week over ~ 4 weeks to discuss and agree on policy draft updates

(Tan added that, in reality, this step took more than 4 weeks)

Step 3: An external mediator to assist the parties in reaching an agreement a the PDC over up to two additional meetings

(Tan noted that mediation has taken longer than expected)

Step 4: Matters with no agreement sent to interest arbitration to come to a final binding decision incorporating compromise between both sides

We are currently at Step 3 and still engaged in mediation. Although it seems that the process of policy development may end after either Step 3 or 4, this is not technically the case. There are still several stages to go for the policy to be fully approved and put into effect. This is outlined in our Memorandum of Agreement. For example, the roles of the Faculty Relations Committee (FRC), Senate, and the Board of Governors will still must be contended with. The main point is that even with the “path forward” agreement, we do not know the actual timeline for when the new P76/77, even if agreed upon in mediation and arbitration, will take effect. The LC has been at arm’s length with the mediation process, because mediation is confidential. Even though Tan is on the PDC, she is not able to disclose any details about mediation and Lecturers are not aware of how negotiations are progressing. As a result, the LC is advocating for more consultation with Lecturers to better inform the position of FAUW representatives in the PDC’s negotiations.

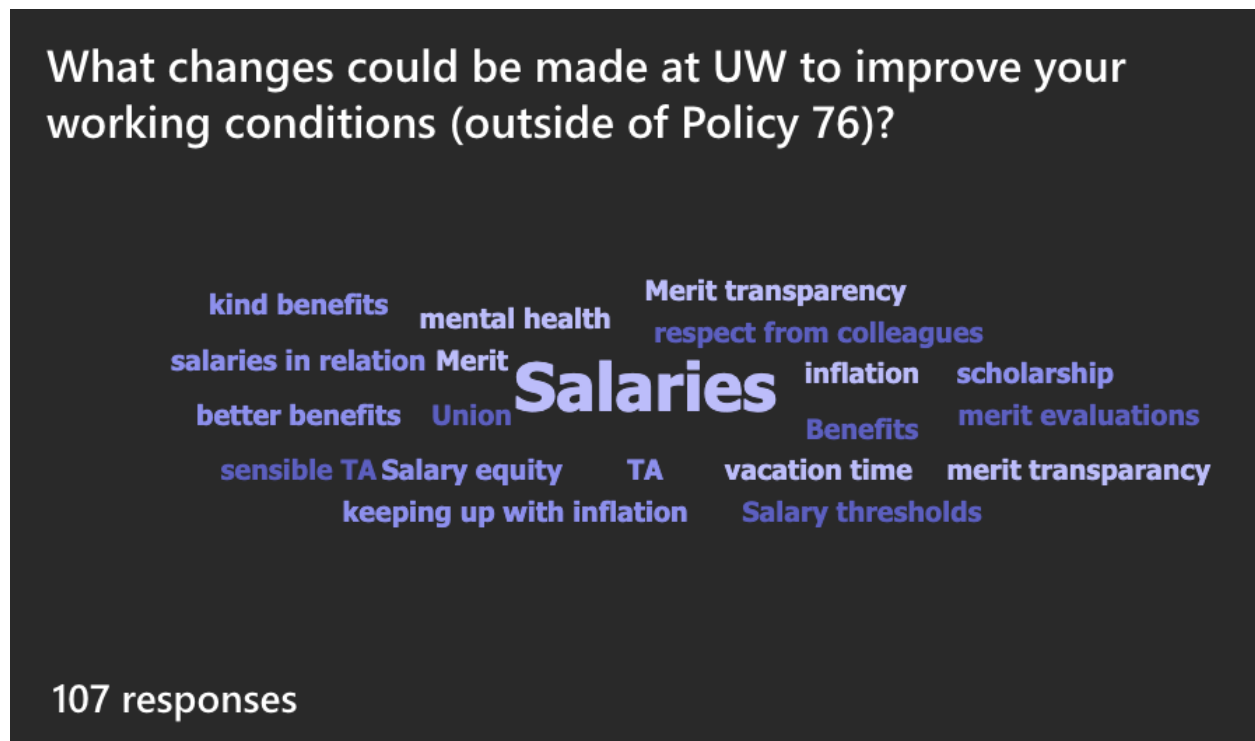
In anticipation of P76/77 changes, we noticed that most Lecturers in the Faculty of Arts were given course reductions around the time when the December memo was released. They originally had a really high teaching load, e.g., teaching 8 courses per year. Many Lecturers experienced a decrease to 6 courses per year. This was a positive change. On the flip side, a negative consequence was that some contract renewals were affected in anticipation of P76/77 changes. These include Definite Term Lecturers (DTLs) not being renewed, changes in weights of teaching and service, and changes in workload (some employers are upping Lecturers’ teaching load, expecting that this will be decreased with P76/77 changes). Similar changes in conditions are being observed with Continuing Lecturer contracts. Unfortunately, without new rules in place, the employer *can* do this and we cannot grieve them. We have also noticed unilateral changes in faculty performance evaluation forms, namely that PPD activities have been creeping into performance evaluations. Although it is important to recognize the PPD activities that Lecturers currently do, such activities could become a required workload rather than “nice to have”. With P76/77 negotiations, the employer could say that Lecturers are currently already doing PPD, and have demonstrated that they are able both to teach all the courses they currently teach and engage with PPD activities. This runs counter to the FAUW argument that PPD is a new requirement of the new teaching stream appointments and that Lecturers require additional time and resources to conduct this additional work. In a unionized environment, working conditions are typically frozen while bargaining is ongoing. Unfortunately, our working conditions are not frozen, since P76 has been under negotiation for 8 years and still counting. We observe that the employer is trying to include more PPD activities into Lecturers’ workloads to establish precedent in order to avoid reducing teaching loads once the new policy comes into effect.

A comment was made in the chat that PPD activities occurring in performance evaluations is a good thing. This is not “additional” workload, as it is meant to capture (and give credit for) things people were already doing and not getting any recognition for. Another comment was made that meaningful engagement with PPD requires time, which not all Lecturers have, especially if they are teaching a full load continuously each term without any meaningful break from classroom teaching.

Tan invited Sarah Ruffell to conduct a new poll. Elena Neiterman set up the poll in Teams.

Live Poll (Question 2): What changes can be made at UW to improve your working conditions (outside of Policy 76)?

This is a word cloud poll, which received 107 responses. The word cloud can be seen in the picture below.



The most popular responses (3 or more votes) were related to:

- Salary (47 responses)
- Benefits (10 responses)
- Merit transparency (7 responses)
- Vacation time (7 responses)
- Unionization (5 responses)
- TA support (3 responses)
- Mental health (3 responses)
- Respect from colleagues (3 responses)

Sarah handed it over to Vershawn (Vay) Young, Professor at the Department of English Language and Literature and the Chair of the AF&T Committee, for the AF&T report.

AF&T report on Lecturer issues

Young asked Greg Andres (Continuing Lecturer at the Department of Philosophy) to help him out. Andres will be taking a leadership role at AF&T, helping with Lecturers issues. Andres outlined changes in Lecturers' contracts that AF&T has been seeing. Often, Lecturers reach out asking whether the admin can introduce a particular change to their contract, and quite often the answer is "yes". The administration can do that because Lecturers are not unionized and so the options when it comes to bargaining are quite limited. Andres emphasized that AF&T members are not representatives or lawyers who negotiate on behalf of Lecturers. They are just colleagues who give advice and their interpretation of university policies. Unlike in the unionized environment, the individuals represent themselves. After that Andres passed the word to Young.

Young mentioned that within the scope of the support that AF&T provides, some members of AF&T *have* negotiated on behalf of members. The individual must give permission for this to happen on their behalf. Sometimes, on a very limited basis, and by request of a member, this can be done, especially when it is really clear what they are asking. When we look at the MoA, specifically Article 9, it mentions that all members are entitled to invite a colleague from AF&T if they are experiencing any sort of problems related to their current member. They are entitled to this if they are a dues paying member. Sometimes, Lecturer cases intersect with sessional cases. There were questions about who should represent the colleague when they are switching from DTL to a sessional role. Young will be bringing a motion to AF&T in their next meeting to have in their Chair cycle a Continuing Lecturer as Chair of AF&T. This committee should be committed to having a Continuing Lecturer chair in rotation with professors.

Young invited questions from the audience.

Question: When a Lecturer is given their second DTL contract, aren't they treated as permanent employees by the Ontario labour law?

Answer from Andres: Doesn't look like UW is following this.

Answer from Young: Contract law guides DTLs. Contract law negotiation is very important, because the contract is what will govern whether there is a renewal or not. Ideally, every contract should be negotiated, unless the conditions are really great. In precarious situations, the AF&T could be prepared to talk to individuals about this. Individuals can be more proactive in their contract, asking to include a timeline for getting a continuing status offer in writing. In Young's opinion, the University has been benefitting from the labour of Lecturers, as well as the labour of sessionals, without giving the same amount of respect back to Lecturers. Young takes a different approach to AF&T representation. He wants to find ways where we can sharpen and use the teeth that we have to pressure administration to do the right thing, especially in their pursuit of continuing status.

Tan reminded the attendees that, unfortunately, Lecturers can have a more precarious position at the university. A few recent cases have come to the LC's attention related to definite contract renewals and continuing contract offers, which have included new duties related to PPD. The LC suspects these cases are related to impending changes related to P76.

Question: Can you give examples of cases that you've dealt with recently? Do new contracts include more duties?

Answer from Greg Andres: The LC slides summarized the issues quite well. The administration tried to change contracts, before P76/77 changes were introduced (e.g., contracts mention the expectation of PPD). Seems like admin is acting as if the changes have already been introduced, but this is not in our favour.

Comment: I used to work in the United States, and I had a strong continuing case, because in my previous work I was expected to engage with Scholarship of Teaching and Learning activities. My contract offer though had nothing to do with my position. For example, it mentioned that I should find funding for graduate students. So I reached out to the department chair and this was fixed. I came out with two thoughts: 1) we should read our contracts attentively, as we are expected to meet the requirements outlined there; 2) the administration has no idea what we do, because if they did, they would have never sent me this contract in the first place. With the teaching load I have there is no time to do things like curriculum development, not to say professional development.

Tan passed the floor to Sarah Ruffell, who set up the last live poll with Elena Neiterman.

Live Poll (Question 3): Considering that the Lecturers Committee plays only an advisory role at FAUW, what would you like us to work on?

There were 78 responses to this word cloud poll.



The most popular responses (3 or more votes) were related to:

- Unionization (30 responses)
- Salary equity (3 responses)
- Work load (3 responses)

Ruffell then passed the floor to Neiterman to talk about Lecturer Committee status and actions.

Lecturer Committee status and actions

Neiterman reminded the attendees that during the previous town hall the following question was asked:

Do you support the Lecturers Committee exploring various unionization models as possible means for strengthening our ability to negotiate our terms and conditions of employment?

The results of this vote were:

- 45 votes (76%) said Yes,
- 8 votes (13%) said No, and
- 6 votes (10%) said Not sure.

Despite the poll results, these ideas could not move forward.

Neiterman acknowledged that the LC heard concerns from Lecturers that the LC does not do enough, but the LC does **not** have a lot of advocacy power in the first place. LC has support from many research faculty, but the issues that the Lecturers community is facing may not be shared by the majority of FAUW members. There are confidentiality clauses from FAUW and admin, which significantly limit communications. The LC has limited access to Lecturer communications and membership lists. The LC produces many blog communications, reports, and recommendations that do not always make it to the Board, FRC, etc. Even if they do, they are not always taken into consideration. There were significant delays when it came to publishing our communication pieces.

Neiterman then passed the floor to Su-Yin Tan, the Chair of the Lecturers Committee.

FAUW and admin relations

Tan stated that she is leaving the FAUW board, as well as stepping down as Chair of the Lecturers Committee. Tan decided to do this despite the fact that she has a right to run for a second term on the FAUW board. She decided not to serve because she came to the realization that, in order to improve the working conditions of Lecturers, one should perhaps look for ways to effect change outside of FAUW. In eight years, she has learned about how FAUW works, and how the relationship between FAUW and the administration works. Unfortunately, the scope of bargaining is very limited. There are lots of things that we would like to change *outside* of P76/77, but we are so focused on P76/77 for the past eight years that we are not talking about

such important issues as salaries, equity, etc. One can only imagine how much time it would take to create a whole new policy from scratch, such as a workload policy. There are challenges with filing grievances. Lecturers do not have access to any organized forms of job action, that is, there is no leverage with negotiating with the employer. The only thing Lecturers can do is to “ask nicely”. If one has a good relationship with the employer, great, but if not, they have no leverage to influence them. Our relationship with the employer is defined outside of the Ontario Labour Relations Act. We are not fully independent from the employer (finances, staff, etc.). We are victims of a slow policy development process with no formal dispute resolution process in place (given how things work, revision of P76/77 is a once in a career lifetime event). The scope of terms and conditions of employment that are open for negotiation is quite small. There is no legal duty from the administration to meet and bargain in good faith or to make reasonable effort to reach an agreement. There are no set timelines and deadlines (we don’t know when P76/77 revisions are coming to an end). There are unnecessary confidentiality clauses in place and there is no ratification voting by the FAUW membership.

This leads us to the question: what are other ways of negotiating with an employer? How can we strengthen our voice? There is a grassroots initiative organized by our colleagues who prefer to stay anonymous and who share information pertaining to Lecturers via a website called “Lecturers Connect”, www.lecturersconnect.com. Lecturers are encouraged to sign-up to the website to receive information updates and the LC expresses solidarity with our Lecturer colleagues and this grassroots initiative.

Open discussion & wrap-up

Question: I ran an event for all people in my faculty who are eligible for applying for a Continuing Lecturer. A lot of them were hesitant to move to Continuing Lecturer status. There’s no salary increase, but there is more job security. Some believed that, should they **not** get the continuing status, this will compromise their ability to get the next DTL contract. I checked and this is **not** the case. I just wanted to bring this to your attention. LC should remember to advocate for those DTLs who want to stay DTLs and who do not want to transfer to CL.

Answer from Su-Yin Tan: There is no guarantee that DTLs will be renewed either. What we are advocating for, at least on the FAUW side, is that, just like tenure track for the research faculty, teaching faculty should also have a clear career path and job security guarantee.

Question: Are there certification efforts on the FAUW side?

Answer from Su-Yin Tan: Please ask this question at the GM, which will be held on April 11th [GM got cancelled the next day - LC]. The current FAUW president, Mary Hardy, supports unionization, but of course this is a difficult process that requires more than one person to be on board. Some have said that the desire to unionize is often brought about by a galvanizing event. P76/77 is like that for Lecturers, but for the Professoriate this hasn’t quite happened yet or there has not been an equivalent so far.

Comment: I would like to appeal to other people who are in my position. I am a Continuing Lecturer. We should be especially careful not to overwork ourselves for the institution that does

not care about our colleagues. Our students are the priority, but apart from that we will not work ourselves to death for the institution that does not have respect for people who do not have power. I will not be quiet about it. The administration doesn't really know what we do. If you have job security, now is the time to speak up. Our contracts are ridiculous even in comparison to high school teachers (they do have time for professional development, etc).

Answer from Su-Yin Tan: I am joining your call. Lecturers, especially Continuing Lecturers, who hold high administration roles, should step up and support their colleagues. Our working conditions are student learning conditions.

Comment: If we have any former students who are donors of the university, we can potentially reach out to them and move them to our side. Acknowledge that you had some impact on their life, and ask for their support by being honest.

Comment: In my faculty I was pushing hard to include PPD activities into our performance evaluation reports. That is why I was a bit sad that it was mentioned in the chat as a bad thing. It was so inspiring to see how many amazing things my colleagues did with regards to PPD without receiving proper acknowledgement for the great work they've done. I can see how this can be seen from the outside as something that was done with malicious intent, but this was not the case. The intention was wholehearted.

Answer from Su-Yin Tan: We shouldn't have labeled having PPD activities on performance evaluation reports as bad. It is a good idea to include PPD on performance evaluation reports, especially because we do have a lot of Lecturers who engage with PPD already. What the Lecturers Committee is against is making it *required* to engage with PPD (thus making an employee's merit adjustment and performance evaluation depend on this activity) without having time and resources to fulfill such requirements. It is quite hard to engage with PPD meaningfully for those of our colleagues who have a heavy teaching load. This perspective has also come from AF&T grievance cases where Lecturers reported that their contracts were changed by the explicit inclusion of PPD requirements. Of course, this modification was not in their favour and somewhat shortchanges P76 negotiations and our request for a true non-teaching term as dedicated time for Lecturers to conduct PPD activities.

Tan closed the meeting by thanking everyone for attending it.