

## Technical Analysis of Workload Proposals

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Dear Colleagues,

I have prepared a technical analysis of Article 11 Workload language in the two proposals. I have interpreted them based on my past experience reviewing Standard Workload Forms (SWFs) and involvement at Workload Monitoring Group (WMG) and Workload Resolution Arbitration (WRA) hearings. I have also mapped the proposals against what Chairperson Wes Rayner said at the Joint Workload Taskforce session in London and taken quotes from the Joint Taskforce's final report.

Although I would encourage you to read on, I have provided a brief summary chart on the next two pages to help you. The most significant difference between the two proposals is that the Council's version of Modified Workload Arrangements allows an override of all of Article 11.01 B 1 where as the Union proposal only overrides the first paragraph of the existing Article 11.01 B 1. See page 12 of the [Collective Agreement](#) (CA). The technical difference this makes is that under the Council proposal, the WMG or a WRA shall not consider teaching contact hours per week, attributed hours for preparation, evaluation and feedback, or complementary functions as workload factors to be considered. The Union proposal allows for flexible arrangements but at all points the workload is measured on a SWF and there are safeguards that flow from that measurement activity. The last paragraph of Article 11.01 B 1 may only be a few words, but that is all it takes to make a significant legal and operational difference.

Grievances are *not* allowed for workload issues arising from Modified Workload Arrangements in either proposal. I have indicated the dispute resolution mechanism in a separate column in this chart. The Union proposal does allow the Union to go to WMG/WRA, for example if the limit on the number of faculty participating is exceeded. That avoids the serious technical problem in the Management proposal: if more than 20% of faculty were somehow without a SWF, each individual would have to refer their workload to the WMG to request a SWF to sort out the mess.

There are other changes to articles that have been proposed by both parties. I have limited my analysis to workload as this is the area of my greatest involvement and appears to be of most interest to the faculty.

--Darryl

Links:

[Collective Agreement 2005-2009](#)

[Council offer for settlement January 27 2010](#)

[Union offer for settlement December 15 2009](#)

[Joint Workload Task Force Report](#)

## Summary: Workload Offer Comparison

Article 11.09 Modified Workload Arrangements <i>For faculty participating in a modified workload arrangement...</i>	Management Offer	Union Offer
Does the faculty member receive a SWF?	No	Yes
Are teaching contact hours per week a “factor” (as defined by 11.01 B 1) to be taken into account when determining a professor’s workload?	No	Yes
Is preparation a “factor” (as defined by 11.01 B 1) to be taken into account when determining workload?	No	Yes
Is feedback taken into account when determining workload?	No	Yes
Are complementary functions taken into account when determining workload?	No	Yes
Can a faculty member’s workload exceed what it was the preceding year?	Yes	No
Are there yearly limits for workload?	See below <sup>1</sup>	Yes
Are there weekly limits on workload?	No	See below <sup>2</sup>
Does it allow for block/compressed teaching for programs such as Second Career?	Yes	Yes
How many teachers in the program/department have to agree for the arrangement to operate?	2/3	2/3
What is the maximum period of time that a Modified Workload Agreement could last?	Until the expiry of CA	1 year, can be renewed
Can a violation of Article 11.09 be grieved?	No	No
Can a faculty member refer a problem with Article 11.09 to the WMG/WRA?	Yes	Yes
Can the Union refer a problem with Article 11.09 to the WMG/WRA?	No	Yes
Maximum number of faculty that can participate	20%	10% or 15
Can the limit on the number of faculty be enforced?	No <sup>3</sup>	Yes
Is there paid overtime for those in a Modified Workload Arrangement?	No	No
Can probationary faculty participate?	Yes	No
Can probationary faculty work overtime without pay?	Yes	N/A

<sup>1</sup> The yearly limits are only enforced at the end of the arrangement.

<sup>2</sup> The weekly limits are not there but the total workload on the SWF cannot exceed the previous year.

<sup>3</sup> The Union cannot grieve or go to WMG/WRA. Individual faculty members would have to go to the WMG/WRA and request a SWF.

Other Article 11 workload proposals For all faculty	Management Offer	Union Offer
Total number of students a faculty member must have to activate “escalator” clause for large classes:	260	175
How much time given for each extra student?	0.015 hour (54 seconds)	0.03 hour (108 seconds)
How do teachers and supervisor resolve differences over evaluation factors? Whose decision is final?	Chair	2/3 faculty agree -> faculty, 2/3 faculty don't agree -> Chair, Disputes go to WMG/WRA

## Council Offer

I begin with Article 11.09 proposals from the Council and then move on to the other Article 11 proposals.

<b>11.09 Modified Workload Arrangements</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 1 (new)	<p>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, ...</p> <p>(additional overridden articles listed as part of this new article are explained below)</p>	<p>This new article overrides a series of articles in the <a href="#">Collective Agreement</a> (CA) for all faculty members working under a modified workload arrangement.</p> <p>Article 11.01 B1 sets the 44 hours per week and 36/38 week limits. Faculty members would not be restricted to 44 hours per week under a modified workload arrangement.</p> <p>11.01 B1 also sets the workload factors to be considered (teaching contact hours per week, preparation, evaluation and feedback, complementary functions).</p>	<p>A faculty member who has a Modified Workload Arrangement could refer their workload to the Workload Monitoring Group (WMG).</p> <p>As the faculty member has no Standard Workload Form (SWF), the WMG can not give credit for preparation, evaluation, feedback, or complementary functions as those are no longer “factors to be considered” for workload as a result of the override of 11.01 B 1.</p> <p>If the dispute were to go to a Workload Resolution Arbitration, the arbitrator cannot “write language into” a collective agreement; he/she can only interpret what is there. The Workload Resolution Arbitration would not be able to consider time for preparation, evaluation, feedback, or complementary functions.</p>	<p>“In order to meet the needs of specific programs the workload formula set out in Article 11 may be amended in any academic year with the consent of the faculty member(s) and the consent of the local union.” P. 21 of the <a href="#">Joint Workload Taskforce Report</a></p>
	...11.01 C...	<p>11.01 C defines a class as a 50 minute block.</p> <p>Classes could be any length under a modified workload arrangement.</p>		

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
	... 11.01 D 1 through 11.01 F, ...	<p>11.01 D 1 through 11.01 F define the SWF setting factors for preparation, evaluation as well as the number of hours for complementary functions per week.</p> <p>Under a Modified Workload Arrangement, a faculty member would not receive a SWF, but would simply receive a document describing their teaching assignment. This document is not required to take complementary functions or preparation and evaluation factors into consideration when determining workload.</p>	WMG will find it more difficult to resolve disputes as there would be no SWF numeric data to work with.	<p>“The total workload of any participating teacher under the modified workload should not exceed his or her workload in the preceding academic year.” P.22 of the <a href="#">Joint Workload Taskforce Report</a></p> <p>Wes Rayner had stated verbally at the Fanshawe session that modified workload arrangements were to be put on a SWF. The Taskforce’s intent was not to increase work, but to make the arrangements more “flexible.” The recommendation that workload should not exceed the preceding year could only be enforced by using a SWF-type formula.</p>
	... 11.01 G 2, ...	<p>11.01 G2 deals with atypical circumstances that impact workload. Faculty members in a Modified Workload Arrangement could not get credit for that extra time.</p> <p>Recall that preparation, evaluation, feedback, and complementary functions are no longer “factors to be considered” in workload so those elements cannot be used to determine “atypical” circumstances.</p>	The WMG would have no avenue to deal with circumstances that are “atypical” in an 11.09 arrangement.	

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
	... 11.01 I, ...	<p>11.01 I sets the 18 hour per week limit. Faculty members in a modified workload arrangement could teach any number of hours in a week with no upper limit.</p> <p>During the Workload Pilot Projects in 2007-08, the highest timetabled load was 38 teaching contact hours (TCH) per week.</p>		
	... 11.01 J, ...	<p>11.01 J outlines conditions and compensation for working overtime.</p> <p>There would be no paid overtime under the new 11.09. Probationary faculty may find themselves assigned more than 44 hours worth of work per week but with no overtime pay,</p>	A faculty member in a Modified Workload Arrangement would not be entitled to overtime payments and that cannot be disputed.	
	...11.01 L, ...	<p>11.01 L sets limits on the length of a workday, time between work assignments and sets the credit factor for working on the weekend.</p> <p>Under the new 11.09, faculty members working under a modified workload arrangement could work more than 9 hours per day, could start a day less than 12 hours after ending the previous one, and can work Saturday or Sunday.</p>	A faculty member with more than 5 teaching contact days per week could potentially refer their workload to WMG. The faculty member would have to cite Article 11.01 K 2 which defines a contact week as 5 contact days.	

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
	... 11.01 M, ...	11.01 M deals with local agreements between the Union and the College regarding workload assignments. Any such agreements would not apply to a faculty member in a Modified Workload Arrangement.	Arrangements that a union local or college may have agreed to in order to improve timetabling or workload at a particular college would not apply to someone under a Modified Workload Arrangement and that could not be disputed.	
	... 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5, ...	<p>These articles outline what is indicated on a SWF, when it should be signed and what should be done if a faculty member does not agree with the assigned work.</p> <p>Faculty members working under a modified workload arrangement under the new 11.09 would not receive a SWF.</p>		
	... and 11.08.	<p>In the last collective agreement Article 11.08 provided faculty with the ability to pursue professional development activities during non-teaching periods. Under this article, it is not required that these activities be recorded or scheduled.</p> <p>The Council has proposed changes to Article 11.08 in the current offer – see below.</p> <p>Faculty members working under a Modified Workload Arrangement may be required to account for time spent during non-teaching periods. Choosing to compress courses may not necessarily result in fewer weeks of work during the academic year.</p>		

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
	<p><i>[11.09 A 1 continued]</i></p> <p>A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union.</p>		<p>If there is a dispute about whether a faculty member had consented or not, it is unclear how that would be handled.</p> <p>If the Local does not consent, that is supposed to be handled by 11.09 A 7, see the description of that Article below.</p>	<p>“By requiring Union consent many of the allegations that flow from individual consent such as undue pressure by the employer or peers and unenlightened self interest on the part of the employee are dissipated.” P.21 of <a href="#">Joint Workload Taskforce Report</a></p>
11.09 A 2 (new)	<p>In order for a Modified Workload Arrangement to be implemented, at least two thirds (2/3) of the teachers involved and their manager must agree. Teachers not in agreement must be given the option of having the regular provisions of Article 11 apply to their workload assignment.</p>	<p>Probationary faculty, faculty in programs at risk, faculty who fear retaliation in the form of poor timetables may feel pressure to agree to a Modified Workload Arrangement.</p> <p>Once a faculty member has opted to work under a modified workload arrangement 11.09, there is no mechanism to opt out.</p>	<p>As always, a probationary faculty member can be dismissed without cause. The dismissal cannot normally be grieved under Article 32 Grievance Procedures. Therefore, a probationary faculty member may feel compelled to agree.</p>	<p>“Assuming the agreement of the College and Union local, if two thirds of the faculty members in the department/program agree to the modifications, the proposal may go forward so long as the dissenting members have the opportunity to not participate in the modified workload plan.” P.22 of the Join Workload Taskforce Report.</p>
11.09 A 3 (new)	<p>No more than 20% of the full-time teachers at a College may be participating in Modified Workload Arrangements at the same time.</p>	<p>At Fanshawe, that limit would translate to approximately 80 professors.</p> <p>The professors could be located in one or any number of Schools or one or any number of programs.</p>	<p>If there is a dispute, there is no mechanism for the Union to enforce the 20% rule as:</p> <ul style="list-style-type: none"> <li>- Matters relating to Article 11.09 cannot be grieved using Article 32 which includes union grievances (see 11.02 A 6 below)</li> <li>- The Union itself can't directly make a workload referral to WMG, only an individual can.</li> </ul>	

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 4 (new)	The Modified Workload Arrangement may apply for any period of assignment, but no longer than the life of the collective agreement. Each Modified Workload Arrangement will have a start and end date.	Any 11.09 modified workload arrangement could run until August 31, 2012.	As the faculty member cannot opt out after opting in, there is no process to dispute the start/end dates.	
11.09 A 5 (new)	<p>For clarity, the workload limits contained in 11.01 K 1, 11.01 K 2 and 11.01 K 3 shall apply to Modified Workload Arrangements established under Article 11.09.</p> <p>If the Modified Workload Arrangement extends beyond an academic year, the limits of 11.01 K will be cumulative over the length of the Plan and 11.01 K 4 will not be applied unless the cumulative limits are exceeded.</p>	<p>11.01 K sets the yearly limits for workload and defines the contact week. Those limits are 180 contact days per year and 648 teaching contact hours per year.</p> <p>In 2006, the provincial average contact hours for a full-time faculty member was 372.4.</p> <p>In the new 11.09 Modified Workload Arrangement, the yearly limits for contact hours and days could be exceeded in some years and not exceeded in others. As long as the cumulative total does not “average out” per year to be more than the annual 180 day/648 hour limits.</p>	If a faculty member felt that the yearly limits were being exceeded, they could only refer their workload to WMG after the work had already been completed and averaged.	“Our proposal does not speak of averaging.” p. 21 of the Joint Workload Taskforce report

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 6 (new)	The Modified Workload Arrangement shall document the details of the proposed workload assignments and schedules and shall be provided to the teachers and to the Local Union. It shall specify what provisions of Article 11 will not apply to the Modified Workload Arrangement, the start and end dates, the total teaching contact hours, and total contact days assigned to each teacher during the period. If the Local Union does not indicate in writing within five (5) days of the receipt of the documentation that it does not consent to the Modified Workload Arrangement, the Union will be considered to be in consent.	The assignment will be documented, but not on a SWF. The document is not required to take complementary functions or preparation and evaluation factors into consideration when determining workload. This document may cover a period longer than one academic year and would only be required to indicate the total teaching contact hours and days for the entire period.	If there is a dispute, the Union has 5 days to respond.	“If the Union does not indicate that it objects to the alternate workload arrangement within 5 days of the receipt of the workload document, the matter will be considered to have been settled. (The parties will negotiate a specific time limit. We have simply chosen 5 days modelled on 11.02.E.2.)” p. 22 of the <a href="#">Joint Workload Taskforce Report</a>
11.09 A 7 (new)	If the Union does not consent the parties will meet within three (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA.	Under the most recent 2005-2009 CA, the College could not access a Workload Resolution Arbitrator. This would be a new feature.  Under Management’s proposal, only individuals not the Union, can access WRA.	It may be difficult to arrange a meeting with the parties within 3 days.  The union would not be able to cite time for preparation, evaluation, feedback, or evaluation as reasons for their denial as those are not factors to be considered (11.01 B 1 is overridden by this new 11.09).	“In determining whether the Union’s denial of consent to the requested modification [as] reasonable the WRA shall be guided by those goals and factors set out in the Workload Pilot Agreement dated June 28, 2006. The WRA may also consider any other factors she/he deems appropriate.” p. 22 of the <a href="#">Joint Workload Taskforce Report</a>

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 B 1 (new)	The WRA shall commence to hear the matter within seven (7) days of the referral of the matter and will issue a decision within three (3) days of the hearing. The Union will be a party at such a hearing.	WRA hearings are informal by definition.	<p>The dispute is between the College and the Union and those are the parties represented at the WRA.</p> <p>It would be nearly impossible at Fanshawe to convene a WRA in 7 days. <i>It would more likely take several months to request a WRA from the Minister of Labour and schedule a hearing with the College.</i> It is unclear what should happen if the dispute cannot be resolved in a timely fashion.</p>	
11.09 B 2 (new)	The provisions of Article 11.02 F shall apply except as modified herein.	Article 11.02 defines the WRA process. Essentially, the arbitrator determines how the hearing will proceed.	The WRA's decision is binding on both parties.	

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 B 3 (new)	<p>In determining whether the Union's refusal to consent to the Modified Workload Arrangement should be upheld the WRA may consider any one or more of the following factors along with any other factor the WRA deems appropriate.</p> <ul style="list-style-type: none"> <li>• whether it enhances or diminishes the quality of learning for students.</li> <li>• whether it may lead to improvements in teaching and learning.</li> <li>• whether it leads to a reduction in the use of part-time staff and better usage of full-time teachers.</li> <li>• whether it distributes work equitably amongst participating teachers.</li> <li>• whether it may lead to greater satisfaction with workload assignments than the regular workload formula.</li> <li>• whether it would be an efficient workload assignment process.</li> </ul>			
11.09 B 4 (new)	<p>If the WRA concludes the Union should have consented to the Modified Workload Arrangement the Modified Workload Arrangement may be implemented.</p>		<p>The decision of the WRA is binding on the College, the Union, and the employees involved. The decision cannot be grieved.</p>	

<b>Other Workload Proposals from the Council</b> <i>These would apply to all full-time faculty.</i>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.01 E 3 (New)	Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs. If only one teacher is assigned to a program, that teacher shall be deemed to be "the group" for purposes of this Article.	When preparing Course Information Sheets, the program team faculty will meet with the Chair as a group to discuss evaluation factors.	It is a consultation. If there is a disagreement, the Chair's final decision would stand under existing language in Article 11.01 E 2 (iv).  If a faculty member does try to refer an evaluation issue to WMG or WRA, 11.01 E 2 (iv) makes it unlikely the referral would be successful.	"We recommend that for each program and/or course the evaluation methods be set in a consultative process by the affected faculty as a group and the academic manager and with the manager's approval placed in the course outline. All teachers are to abide by that outline. <i>Any disputes between the faculty and the manager emerging from that consultative process are to follow the normal dispute resolution procedure, i.e., the WMG and the WRA.</i> " P. 26 (emphasis added)

<b>Other Workload Proposals from the Council</b> <i>These would apply to all full-time faculty.</i>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.01 F 2 (New)	The attribution of four hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in his/her total course load. When a teacher who has more than 260 students in his/her total course load considers that he/she will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with his/her 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.	<p>The number 260 applies to the total number of students across all sections of all courses being taught by the full-time faculty member.</p> <p>Using the most recent 2008 data provided to the government by the College, approximately 9.5% of full-time faculty at Fanshawe would fall into this category and receive an average of an additional 1.3 hours on their SWF.</p> <p>The additional 0.015 hour for each student over 260 is 54 seconds per student which is the same time allotted for the initial 260 students based on the four hours per week currently scheduled.</p> <p>The proposal allows for a discussion with the Chair regarding alternatives, but the default position is 54 seconds per student.</p>	Although a class size issue could be referred to a WMG, the interpretation here is quite clear and specific. If there is a dispute, the faculty member would have to cite "atypical circumstances."	<p>"We recommend that the parties negotiate a mechanism to address concerns over increased time needed for out-of-class student assistance when the total number of students taught reaches levels above the norm. We have adopted the concept of total number of students as the most workable basis for such a mechanism. To accomplish this mechanism, the parties should negotiate the following components: namely, a threshold number based on the total number of students taught that would reflect the existing notional four hours of out-of-class assistance now provided, and an escalator that would provide additional hour(s) for student assistance under complementary function". P. 28 of the Joint Workload Taskforce.</p> <p>Actual numbers were not suggested.</p>

<b>Other Workload Proposals from the Council</b> <i>These would apply to all full-time faculty.</i>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.02 A 6 (modified)	(a) In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, <u>or 11.09</u> , a teacher shall discuss such difference as a complaint with the teacher's immediate supervisor.	Workload disputes, including disputes from faculty in a Modified Workload Arrangement, are to be discussed with the Chair first.	Problems with the Modified Workload Arrangements are to be discussed with the Chair first.	
	(b) Grievances arising with respect to Article 11, Workload, other than 11.01, 11.02 <u>and 11.09</u> shall be handled in accordance with the grievance procedure set out in Article 32, Grievance Procedures.	Currently faculty members cannot file a grievance on workload matters in 11.01 and 11.02. Any modified workload arrangements under the new 11.09 would also be excluded from grievances.	If there is a problem with a Modified Workload Arrangement, the faculty member cannot grieve nor can the Union grieve.	
11.02 F 9 (modified)	Having regard to the procedures set out herein for the resolution of disputes arising under 11.01, <u>11.02, or 11.09</u> , no decision of the WMG or award of the WRA is subject to grievance or any other proceeding.	If the faculty member is unhappy with the decision of the WMG or WRA, it cannot be grieved.	Decisions of the WMG and WRA are final and binding.	

<b>Other Workload Proposals from the Council</b> <i>These would apply to all full-time faculty.</i>				
<b>Article #</b>	<b>Management Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.08 (modified)	<p>In keeping with the professional responsibility of the teacher, non-teaching periods are used for activities initiated by the teacher and by the College as part of the parties' mutual commitment to professionalism, the quality of education and professional development.</p> <p>Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.</p> <p><del>Such activities will neither be recorded nor scheduled except as in accordance with 11.01 G 1.</del></p> <p><u>No SWF will be issued but such activities may be documented. Where mutually agreed activities can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines.</u></p>	<p>11.08 provides faculty with the ability to pursue professional development activities during non-teaching periods. Under this modified article, it may be required that these activities be documented.</p> <p>SWF's are typically not issued at Fanshawe for non-teaching periods except where curriculum development is being performed; the SWF would have no teaching but curriculum development time under complementary functions.</p> <p>The Management offer removes a reference to Article 11.01 G 1 but moves text from it to Article 11.08 itself.</p> <p>11.01 G 1 is the "unchained desk" policy; you can do your work where you see fit. If a faculty member was asked to come into work and perform a "scheduled event" during a non-teaching period, time must be given on the SWF.</p>	Disputes under Article 11.08 could be grieved (using Article 32 Grievance Procedures).	The Task Force notes that professional development need not be confined to non-teaching periods. P. 10 of the Joint Workload Taskforce Report.

## Union Offer

I now move on to the Union proposals, starting with Article 11.09:

<b>11.09 Modified Workload Arrangements</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 1 (new)	In order to meet the delivery needs of specific programs where course delivery necessitates unbalanced and/or condensed block weekly teaching contact hours and for such programs only, the workload formula set out in Article 11 may be amended in any academic year with the consent of the Union Local and the faculty member(s). Such modified workload arrangements may apply instead of the limits stipulated in 11.01 B 1 (first paragraph), 11.01 D2, 11.01 I, 11.01 J 1, 11.01 J2, 11.01 J3, 11.01 L 1, 11.01 L3 and 11.01 L 4.	<p>The Union proposal also overrides certain portions of Article 11 for faculty working in a Modified Workload Arrangement.</p> <p>11.01 B1 first paragraph is the 44 hours per week, 36 week limit.</p> <p>Unlike the Management proposal, the last paragraph of 11.01 B 1 remains. This lists the factors to be used when considering total workload.</p> <p>11.01 D 2 deals with the number of sections.</p> <p>11.01 I sets the 18 teaching contact hour per week limit. During the Workload Pilot Projects in 2007-08, the highest timetabled load was 38 teaching contact hours (TCH) per week. Under the Union proposal that might also be possible but the total workload would be recorded on a SWF.</p> <p>11.01 J 1 through 3 outline the overtime provisions. Probationary faculty cannot participate in the union's Modified Workload Arrangement proposal and therefore are still protected from being assigned overtime work.</p> <p>11.01 L 1 sets the maximum length of the contact day.</p> <p>11.01 L3 stipulates conditions for working on Saturdays and Sundays.</p>	Faculty member can refer workload to WMG. WMG can consider the faculty's teaching contact hours, preparation, evaluation, feedback, and complementary functions when determining workload.	"In order to meet the needs of specific programs the workload formula set out in Article 11 may be amended in any academic year with the consent of the faculty member(s) and the consent of the local union." P. 21 of the Joint Workload Taskforce

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 2 (new)	<p>i) The total annual workload of any teacher participating in a Modified Workload Arrangement shall not exceed that teacher's annual workload in the previous academic year.</p> <p>ii) For purposes of determining the annual workload limit for first year teachers, the mean average workload limit of other teachers in that department/program shall be used.</p> <p>iii) Where all the teachers in the department/program are first year teachers, their annual workload limit in a Modified Workload Arrangement shall not exceed the mean average of all teachers in the previous academic year.</p>	Where this differs from the Management proposal is that the annual limits are checked each year in the Union proposal.	<p>Workload Monitoring Group would be responsible for collecting data.</p> <p>The issue of yearly limits can be referred to the WMG.</p>	"The total workload of any participating teacher under the modified workload should not exceed his or her workload in the preceding academic year." P.22
11.09 A 3 (new)	In order for a Modified Workload Arrangement to be proposed to the teachers, the Union Local must consent. The consent of the Union Local may not be unreasonably withheld.	If faculty members wish to participate in a reasonable arrangement, the Union cannot unreasonably withhold consent.	See proposed Article 11.09 B 3 below.	"More importantly, we recognize that one of the basic tenets of collective bargaining is that it is the Union that bargains, not individuals. By requiring Union consent many of the allegations that flow from individual consent such as undue pressure by the employer or peers and unenlightened self interest on the part of the employee are dissipated. The <i>quid pro quo</i> for the requirement of Union consent is that it can not be unreasonably withheld." P. 21

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 4 (new)	Assuming the agreement of the College and the Union Local, in order for a Modified Workload Arrangement to be implemented, at least two-thirds (2/3) of the non-probationary full-time teachers involved in that department/program and the manager of that department/program must agree. Any teacher not in agreement shall be given the option of having all the regular provisions of Article 11 apply to their workload assignment.	<p>The difference here is that the Union proposal does not allow probationary faculty to participate.</p> <p>This alleviates the concern that probationary faculty could be coerced into participating in a Modified Workload Arrangement.</p>	If there was a dispute about the 2/3 calculation, it could be referred by a professor to the WMG.	<p>“Assuming the agreement of the College and Union local, if two thirds of the faculty members in the department/program agree to the modifications, the proposal may go forward so long as the dissenting members have the opportunity to not participate in the modified workload plan.” P. 22</p> <p>The Taskforce does not speak to the issue of probationary faculty.</p>
11.09 A 5 (new)	The Modified Workload Arrangement shall document all details of the proposed workload assignments and all schedules and shall be provided to the teachers and the Union Local. The Modified Workload Arrangement shall specify what provisions in accordance with 11.09 A 1 will not apply to the Modified Workload Arrangement and for what period. If the Union Local does not indicate in writing within five (5) days of receipt of the documentation that it does not consent to the Modified Workload Arrangement, the union will be considered to be in consent.	Management must provide documentation as to the specific overrides to Article 11.	If the Union has concerns about the overrides, the Union can refer the matter to WRA (see proposed Article 11.09 B below).	“All of the provisions of Article 11 except those specifically modified by the agreed to plan shall apply to the modified workload.” P. 22

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 A 6 (new)	The Modified Workload Agreement may apply for any period of assignment, but no longer than the academic year. Each Modified Workload Agreement will have a start and end date. A Modified Workload Agreement may be renewed upon agreement by the teachers and the parties.	This differs in that the Management proposal would allow an arrangement to last several years, up until the end of the collective agreement with no process to end the arrangement.  The Union proposal allows for effective arrangements to be renewed beyond an academic year.	If there was a dispute about start/end dates, a professor could refer that to WMG.	
11.09 A 7 (new)	The total number of teachers assigned in accordance with the Modified Workload Agreement shall not exceed ten percent (10%) of the full-time teachers at the College or fifteen (15) full-time teachers, whichever number is greater.	At Fanshawe, this limit would be approximately 40 full-time teachers.	Disputes would have to go to WMG.	'In determining reasonability regard may be had to the total percentage and total number of faculty working under modified workloads at the institution. The parties may wish to negotiate appropriate maxima, or "caps", as an alternative.' P. 22.
11.09 A 8 (new)	If the Union does not consent, the parties will meet within (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA.		A dispute would be referred by the College to a Workload Resolution Arbitration. The decision would be binding on the parties.	
11.09 B 1 (new)	Where the College refers the matter of failure to reach consent regarding a Modified Workload Arrangement, the WRA shall commence to hear the matter within (7) days of the referral of the matter and will issue a decision within three (3) days of the hearing. The Union will be a party at such a hearing.	As noted earlier in the chart for the Management proposal, it would be difficult to convene a WRA at Fanshawe within 7 days.		

<b>11.09 Modified Workload Arrangements (continued)</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
11.09 B 2 (new)	The provisions of Article 11.02 F 1 to 11.02 F 11 shall apply except as modified herein.	11.02 F describes the WRA process.		
11.09 B 3 (new)	<p>In determining whether the Union's refusal to consent to the Modified Workload Arrangement is unreasonable, the WRA shall be guided by any one or more of the following factors along with any other factor(s) the WRA deems appropriate:</p> <ul style="list-style-type: none"> <li>• whether it meets the criteria set out in 11.09 A 1</li> <li>• whether it enhances or diminishes the quality of learning for students.</li> <li>• whether it may lead to improvements in teaching and learning.</li> <li>• whether it leads to a reduction in the use of part-time staff and better usage of full-time teachers.</li> <li>• whether it distributes work equitably amongst the participating teachers.</li> <li>• whether it leads to greater satisfaction with workload assignments than the regular workload formula.</li> <li>• whether it would be an efficient workload assignment process.</li> </ul>			
11.09 B 4 (new)	If the WRA concludes the Union's refusal to consent to the Modified Workload Arrangement is unreasonable, the Modified Workload Arrangement may be implemented.		The WRA's decision is binding on the College, the Union and the faculty members. The decision cannot be grieved.	

<b>Other Workload proposals from the Union Affecting all full-time faculty</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
<b>11.01 A (modified)</b>	Each <b>full-time</b> teacher, <b>Counsellor and Librarian</b> shall have a workload that adheres to the provisions of this Article <b>specific to that job classification.</b>	Counsellors' and Librarians' duties would be documented and their workload protected.	Disputes under article 11.01 must go to the WRA.	"Other significant issues raised included the lack of job descriptions for coordinators, the workload pressure on librarians and counsellors, the use of local agreements (or the lack of that use) and the use of part-time faculty." P. 14
<b>11.01 D 3 (modified)</b>	<p>Add the following:</p> <p>(ix) For purposes of determining the number of sections of a course where the students and teacher are not assigned to be in the classroom/lab/studio/shop at the same time, and the method of deliver is on-line, web-based, or distributed learning, a section shall be no more than 30 students.</p> <p>For sections of a course where the delivery is on-line, web-based, or distributed learning, additional hours for preparation shall be recorded on the SWF at the rate of 50 percent of the standard attributed time. Where a course uses a hybrid delivery system, including a portion which is on-line, web-based or distributed learning, that portion will be attributed additional hours for preparation in accordance with the formula set out in the preceding.</p>			"On a related matter, both the surveys and the regional meetings indicated concerns with distance learning. For example, among that subset of teachers for whom distance education was relevant, it was evident (by more than a 3:1 ratio) that such delivery required more time than traditional delivery methods." P. 24

<b>Other Workload proposals from the Union Affecting all full-time faculty</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
<b>11.01 E 1 (modified)</b>	[Change Essay or project to 1:0.036 per student, Routine or assisted to 1:0.018 per student, in-process to 1:0.01 per student and add column to SWF for additional attributed.]		Faculty member can refer workload to WMG. Evaluation factor issues are dealt with the proposed 11.01 E 3 below.	The Joint Workload Taskforce highlighted evaluation as a common theme in the concerns (see page 14 of the report).  “The issues raised by the allocation of time for evaluation and feedback under the formula are quite complex.” P.24
<b>11.01 E 3 (new)</b>	<p>Article 11.03 E 3 applies to teachers who have the evaluation factors as a component of their workload.</p> <p>Before the method(s) of evaluation and feedback are established for a course, the supervisor will discuss the method(s) of evaluation and feedback with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers of teachers teaching a course that is being taught across programs.</p> <p>If only one teacher is assigned to a program, that teacher shall be deemed to be “the group” for purposes of this Article.</p> <p>The group of teachers and the supervisor shall endeavour, in a collegial manner, to agree upon the evaluation method(s) for the course. The teachers and the supervisor shall make every effort to decide in a collegial manner which are the most appropriate evaluation method(s) for the course. If a course requires more than one type of evaluation, a proportionate attribution of hours will be applied. The group and the supervisor shall endeavour to reach agreement in a collegial manner on that apportionment.</p> <p>Where two-thirds of these teachers and the supervisor reach agreement, the evaluation method(s) agreed upon by the teachers will be placed in the course outline.</p> <p>Where two thirds of these teachers reach agreement, the evaluation method(s) agreed upon by the teachers will be placed in the course outline.</p>			“We recommend that for each program and/or course the evaluation methods be set in a consultative process by the affected faculty as a group and the academic manager and with the manager’s approval placed in the course outline. All teachers are to abide by that outline. Any disputes between the faculty and the manager emerging from that consultative process are to follow the normal dispute resolution procedure, i.e., the WMG and the WRA.” P. 26

	<p>Where there is no agreement by two-thirds of the teachers on the evaluation methods, the supervisor shall determine the evaluation methods which will be placed in the course outline.</p> <p>In all circumstances, the method(s) of evaluation must conform with the valid and relevant accreditation and evaluation requirements of external accrediting bodies.</p> <p>All teachers assigned to the course shall abide by the approved course outline.</p> <p>Notwithstanding the preceding, where a teacher, teachers, or the supervisor believe that special circumstances justify a departure from the assigned methods of evaluation, they may amend the approved course outline accordingly, provided there is agreement upon the method(s) and apportionment to be assigned to the course. Such amendment would apply to this teacher or these teachers only.</p> <p>The appropriate factors relating to the method(s) of evaluation and feedback set out in the course outline shall be recorded on the SWF.</p> <p>Any unresolved disagreements among the group and the supervisor concerning the method(s) of evaluation, or the proportionate attribution of hours where more than one evaluation method is to be used, may be referred by the teacher(s) or supervisor to the WMG and WRA for resolution.</p> <p>Any disputes between the teacher and the supervisor concerning special circumstances may be referred by the teacher to the WMG and WRA for resolution.</p>			
<p><b>11.01 F 1 (modified)</b></p>	<p>Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions <b>including all committee work and meetings</b> shall be attributed on an hour for hour basis.</p>	<p>At Fanshawe, some faculty members have requested and received credit under complementary functions for committee work and meetings.</p> <p>Currently, the union members of the WMG have noticed that the attribution of complementary function time is neither consistent nor totally equitable.</p>	<p>Faculty member can refer their workload to WMG.</p>	

<b>Other Workload proposals from the Union Affecting all full-time faculty</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
<b>11.01 F 2 (new)</b>	<p>There shall be an additional allocation of 0.03 attributed workload hours for each student recorded on the teacher's SWF in excess of 175 students.</p> <p>The supervisor may discuss with the teacher alternative possible means to reduce this allocation by providing assistance and/or support.</p>	<p>This is the escalator clause to deal with out-of-class assistance for large numbers of students.</p> <p>Using the most recent 2008 data provided to the government by the College, approximately 27% of full-time faculty at Fanshawe would fall into this category. The average per eligible faculty member would be an additional 2.4 hours on the SWF.</p> <p>0.03 hours is equivalent to an additional 1 minute 48 seconds per student.</p> <p>The faculty member and supervisor may agree on an alternate way of providing supporting the workload of large classes, perhaps through the use of marking assistants or assigning tasks to other faculty. Otherwise, the default attribution of 0.03 hours per student will apply.</p>		<p>"We recommend that the parties negotiate a mechanism to address concerns over increased time needed for out-of-class student assistance when the total number of students taught reaches levels above the norm. We have adopted the concept of total number of students as the most workable basis for such a mechanism. To accomplish this mechanism, the parties should negotiate the following components: namely, a threshold number based on the total number of students taught that would reflect the existing notional four hours of out-of-class assistance now provided, and an escalator that would provide additional hour(s) for student assistance under complementary function." P. 28</p>
<b>11.01 N (new)</b>	<p>When assigning courses and timetabling, the College shall take into consideration the request of employees.</p>	<p>There have been problems at colleges such as Fanshawe where scheduling requests for legitimate reasons (child care arrangements, health and safety committee work) were ignored.</p>	<p>A scheduling matter could be referred to WMG.</p>	<p>The report speaks to increased collegiality.</p>

<b>Other Workload proposals from the Union Affecting all full-time faculty</b>				
<b>Article #</b>	<b>Union Offer Language</b>	<b>What does it mean?</b>	<b>What if there is a dispute?</b>	<b>What did Wes Rayner / Joint Taskforce say?</b>
<b>11.02 A 6 (modified)</b>	[Amendments to allow the Union to take an Article 11.09 matter to WMG]	Currently only individuals refer workload matters to the WMG. Under the Modified Workload Arrangements, there may be general concerns that do not relate to an individual.	This would allow the Union to take concerns over a Modified Workload Arrangement to the WMG for resolution.	
<b>11.04 C</b>	[Add workload protections for Counsellors and Librarians teaching]	Currently, Article 11.04 C states that the college is to take into <i>consideration</i> preparation and evaluation factors but the college is not required to <i>apply</i> them.  The Union proposal would require those factors plus complementary function time to be applied when assigning a workload to Librarians and Counsellors.	As before, violations of Article 11.04 can be grieved (see Article 32 Grievance Procedures of the Collective Agreement).	“Other significant issues raised included... the workload pressure on librarians and counsellors...” p. 14 of the Joint Workload Taskforce Report speaking to recurring themes raised during their consultations.

## Key Questions – Article 11.09

<b>What is the union asking for?</b>	Implementation of all of the recommendations specified in the Workload Taskforce Report.
<b>What ongoing problem is this intended to solve?</b>	The Workload Taskforce cited that the current system needed to be modernized and made more flexible.
<b>How pervasive is the problem?</b>	The Taskforce said that certain programs were hurt by the lack of flexibility in that they cannot offer block/compressed teaching or respond to student needs under the current SWF.
<b>Why is this important?</b>	Workload as measured by the SWF has remained relatively unchanged over the last decade (see p. 19 of the Joint Workload Taskforce report). Yet we all know that the nature of faculty work has changed considerably. The SWF has not been adapted to changes in technological or student needs.
<b>What is the Council offering regarding this issue?</b>	The Council is offering to implement some but not all of the Workload Taskforce recommendations. The problem with the Council’s “flexible” arrangements is that they overreach compared to what was recommended. Chairperson Wes Rayner had said during the London meeting that the proposals the Taskforce were considering would measure workload on a SWF to ensure that “flexible” did not result in abuse.
<b>What is the nature of the difference between the two positions?</b>	The Union proposal allows flexibility with the total workload reflected on a SWF. The Management proposal has complete flexibility and the teaching assignment is specified in a document but is not required to take into consideration factors such as teaching contact hours, or hours for preparation, evaluation, and complementary functions.
<b>What are the implications of not solving the flexibility issue?</b>	By not addressing this issue, either the program(s) will suffer or we will see further erosion of full-time faculty numbers as non-FT faculty with no workload limits are given the compressed teaching assignments. For example, programs such as Second Career have benefited from compressed/accelerated teaching.

## Key Questions – Other Workload proposals

<b>What ongoing problems are the other workload proposals intended to solve?</b>	The Workload Taskforce cited mistrust and lack of collegiality in the system, a situation that could be improved by introducing academic freedom and joint decision making (see page 21 of the Joint Workload Taskforce Report). One of the areas the Taskforce highlighted where a more collegial approach could be used was determining the methods of evaluation and feedback to students.
<b>How pervasive is the problem?</b>	Evaluation time concerns are common complaints to the union and the WMG. The Joint Workload Taskforce highlighted evaluation as a common theme in the concerns (see page 14 of the report). However, under the current system there is little that can be done by a faculty member who disagrees with the Chair’s decision. Currently, the Chair can arbitrarily change a Course Information Sheet including the evaluation factor. In general, the Taskforce found mistrust to exist throughout the college system.
<b>What is the nature of the difference between the two positions?</b>	The Management proposal allows for consultation on evaluation factors, but the final decision still rests with the Chair. The Union proposal allows for a meeting of the Chair and program faculty members. If there is not

	agreement between the faculty and the chair, 2/3 of the faculty can set the evaluation factor. If 2/3 do not agree, then the Chair can decide.
<b>What are the implications of not solving the issue?</b>	Lack of collegiality and trust cause numerous problems throughout the system, not just in terms of workload. Presently at Fanshawe, only faculty in degree programs have academic freedom. Anything that builds joint decision making would be helpful.