

FACULTY PROPOSALS - WORKLOAD

The following initial proposals were presented to the CEC negotiations team on August 3, 2021. Below, you will find our overview of the proposals (which is adapted from the language that we presented at the bargaining table to provide context), as well as the specific changes to the Collective Agreement that we tabled. In the margins of the table below, you will find brief notes explaining the intent of the changes.

Demands:

The following workload demands were passed by delegates from the 24 Ontario College Locals, at our final demand-setting meeting in April. They were drafted following an extensive consultation process with faculty across the province, including surveys and Local demand-set meetings:

- Ensure that all faculty workload is accurately recorded
- 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

Overview:

As noted in [the CEC's] opening statement, "the success of Ontario's colleges depends on investing in teaching and learning. Our faculty deliver the quality programs that our students depend on to enhance their education and skills". We believe that this is a statement that all Ontario college faculty can support. In fact, this notion of investing and updating student learning conditions through faculty workload guided us in every aspect of the language that we will be proposing.

In our executive summary, the Union outlined two broad proposals regarding workload. We are proposing that workload language be improved to ensure that all faculty work is accurately recorded. We are also 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.

The current bargaining environment is quite different from previous rounds. Ontario's public college system is facing a new, diverse generation of faculty and students. The former is facing an unprecedented level of change within post-secondary education with regard to technological changes, curriculum development, pedagogical approaches, modes of delivery and student needs. The latter requires new modes, supports and approaches to teaching and learning deployed by faculty with a deep appreciation of the implications of these changes. How the colleges approach these interconnected issues of academic decision-making,

stability of faculty complement, and the changing workload parameters that technological shifts bring to learning will determine the integrity and quality of a public education.

In regard to our first workload proposal, there is a lack of consistency across colleges in recording faculty work on the SWF during teaching periods. Attendance at marketing and promotional events, participation in committees, research and mentorship of other faculty are some examples of the work that is being performed by faculty and not being recorded. The problem extends to counsellors and librarians who do not have any accurate record of their workload and who report high levels of additional work demanded by their academic managers.

Our members take pride in their professionalism, they are eager to make such contributions for the benefit of their institutions and students; however, the lack of recognition of this work has adverse effects on both faculty and the colleges. An increasing number of our members are reporting feeling stressed and overworked, which, ultimately, leads to decreased productivity for colleges. The amount of “hidden” work has implications for staffing, as there are too few full-time faculty for the amount of work that needs to be done.

Also, we are seeing a rise in the amount of work that colleges consider to be part of “normal administrative tasks” on the SWF (e.g., student accommodation, mandated training and meetings to name a few) as well as increasing expectations on counsellors and librarians and are proposing an increase in hours and better recording mechanisms to account for this work.

Our second workload proposal entails a number of components that we believe align with two of the Council’s stated goals for this round of bargaining - expanding Colleges’ abilities to deliver quality programming in a flexible manner and continuing to provide necessary support to ensure access and success of our diverse learners.

In recognition of the increasing diversity of learners we now have in the Ontario 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. Further, we propose that the increasing diversity of our learners be among the factors considered in the assignment of work.

Faculty workload has also changed significantly with the expansion of online/remote learning. If done well and not just as a panacea to alleviate cost pressures online/remote learning may increase access to college courses and increase learning opportunities for students, but it also brings with it increased work for faculty. Also our students have greater needs in regards to support for their mental health and academic success which has created new challenges for work and caseloads for counsellors. Finally the change in information demands has created increased workload pressures for librarians. Colleges need to account for these changes to ensure that all faculty members have appropriate workloads and working conditions. Faculty are driven to provide the best possible learning experiences for our students, and our working conditions need to accurately reflect this.

Faculty understand the Colleges' need for flexibility and are willing to do their part in delivering curriculum using a variety of methods; however, there needs to be a recognition that not all delivery methods are equal in regard to preparation, evaluation, and feedback. Therefore, we are proposing new preparation factors to address different modes of delivery. This will allow faculty appropriate time to deliver the quality programming to students that is desired by both the Faculty Union and the Colleges.

We are proposing a number of other modifications to Article 11 in order to more accurately reflect the work which faculty are currently doing and to acknowledge that faculty are professionals who take pride in the expertise they hold and their contributions to the institutions in which they work.

Proposed changes and explanatory notes:

**Article 11
WORKLOAD**

11.01 A Each ~~teacher~~ **faculty member as defined in Article 35.02** shall have a workload that adheres to the provisions of this Article.

Clarifies definition of faculty to include full-time and partial-load professors, instructors, counsellors, and librarians

11.01 B 1 Total workload assigned and attributed by the College to a ~~teacher~~ **faculty member** shall not exceed 44 hours in any week for up to 36 weeks in which there are teaching contact hours for ~~teachers~~ **professors and instructors, and 35 hours in any week for counsellors and librarians.** ~~in post-secondary programs and for up to 38 weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.~~

Clarifies limits on workload for all faculty including counsellors and librarians. Ensures partial-load faculty can work more than 36 weeks

The balance of the academic year shall be reserved for complementary functions and professional development.

Workload factors to be considered are:

- i. teaching contact hours **or counselling contact hours**
- ii. attributed hours for preparation
- iii. attributed hours for evaluation and feedback
- iv. attributed hours for complementary functions

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher faculty member by the College. The parties agree that this includes courses students may enter on a continuous basis, or which have been organized into individualized self-learning packages, or courses in which the objectives describe the students' application of knowledge in actual work settings.

Clarifies that all courses are subject to the same definition of a teaching contact hour, and that the teaching contact hours must be equal to the total credit hours

Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom, or laboratory or in a work setting. For each mode of delivery, teaching contact hours shall be deemed to be the same as the credit hours students receive for that course.

11.01 B 3 A "counselling contact hour" includes client appointments, groups, workshops, hallway events, classroom presentations, consultation meetings, land based and traditional healing practices and providing training.

Defines contact hours for counsellors

11.01 C 1 Each teaching contact hour shall be assigned as a 50 minute block plus a break of up to ten minutes.

The voluntary extension of the teaching contact hour beyond 50 minutes by the teacher faculty member and any student(s) by not taking breaks or by re-arranging breaks or by the teacher faculty member staying after the period to consult with any student(s) shall not constitute an additional teaching contact hour.

Housekeeping

11.01 C 2 For counsellors, new client contact hours will be adjusted as deemed appropriate by the counsellor to allow time for the scheduling of follow-up appointments for students in their caseload. "New client contact" is a client they are seeing for the first time.

Acknowledges counsellor workload

11.01 D 1 Minimum ~~W~~weekly hours for preparation shall be attributed to the teacher faculty member in accordance with the following formula:

Updates preparation factors to recognize mode of delivery as well as type of course

TYPE OF COURSE	RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION
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New	1:1.10
Established A	1: 0.85
Established B	1: 0.60
Repeat A	1: 0.45
Repeat B	1: 0.35

Special A as indicated below
 Special B as indicated below

RATIO OF ASSIGNED TEACHING CONTACT HOURS TO ATTRIBUTED HOURS FOR PREPARATION BY TYPE OF COURSE

<u>Mode of Delivery</u>					
	<u>New</u>	<u>EA</u>	<u>EB</u>	<u>RA</u>	<u>RB</u>
<u>Single Mode In-Person</u>	<u>1:1.75</u>	<u>1:1.50</u>	<u>1:1.25</u>	<u>1:1.15</u>	<u>1:1.05</u>
<u>Single Mode Online</u>	<u>1:2.00</u>	<u>1:1.75</u>	<u>1:1.50</u>	<u>1:1.35</u>	<u>1:1.25</u>
<u>Hybrid</u>	<u>1:2.25</u>	<u>1:2.00</u>	<u>1:1.75</u>	<u>1:1.60</u>	<u>1:1.50</u>
<u>Multiple Mode A/Synchronous</u>	<u>1:2.50</u>	<u>1:2.25</u>	<u>1:2.00</u>	<u>1:1.85</u>	<u>1:1.75</u>

Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2

11.01 D 2 No more than four **(4)** different course preparations shall be assigned to a teacher faculty member in a given week except by voluntary agreement which shall not be unreasonably withheld.

11.01 D 3 For purposes of the formula:

Mode of Delivery

- i. “Single Mode In-Person” refers to a section of a course which a faculty member is delivering entirely face-to-face in a shared physical space.
- ii. “Single Mode Online” refers to a section of a course which the faculty member is delivering entirely through online delivery, either synchronously or asynchronously.
- iii. “Hybrid” refers to a section of a course which the faculty member is, at different times, delivering partly online and partly through face-to-face instruction, and this delivery remains the same for all students for the duration of the course.
- iv. “Multiple Mode A/Synchronous” refers to a section of a course that the

Allows for additional time to be assigned as needed based on workload factors considered by Workload Monitoring Group

Limits the number of different course preps a faculty can be assigned in a given week

Defines course modes of delivery and type of course to reflect changing classroom environments and online learning

faculty member is delivering through face-to-face instruction as well as online at the same time, and may involve a streaming or recorded component.

Type of Course

- (i) "New" refers to the first section of a course which the ~~teacher~~ faculty member is - teaching for the first time. (This definition does not apply to a new ~~Full-time teacher~~ faculty member who has previously taught the course as a Partial-Load, Sessional or Part-time employee, ~~nor to courses designated as "Special" as defined below~~); or
- teaching for the first time since a ~~major~~ significant revision of the course or curriculum has been approved by the College; or
- teaching in a different mode of delivery for the first time.

Clarifies definition of a "new" course, and adds mode of delivery

- (ii) "Established A" refers to the first section of a course which the ~~teacher~~ faculty member has previously taught but not within the previous three **(3)** academic years.

Housekeeping

- (iii) "Established B" refers to the first section of a course which the ~~teacher~~ faculty member has taught within the previous three **(3)** academic years.

Housekeeping

- (iv) Where a non-language course is to be taught in more than one language the first section taught in a second language shall be regarded as "New" or "Established".

- (v) "Repeat A" refers to another section which the ~~teacher~~ faculty member is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established", but to students in a different program or year of study.

Housekeeping

- (vi) "Repeat B" refers to another section which the ~~teacher~~ faculty member is teaching concurrently with the same course for which hours of preparation have been attributed under "New" or "Established" or "Repeat A" to students in the same program and year of study.

Housekeeping

- ~~(ii) "Special A" refers to sections of courses in which students may enter on a continuous intake basis or courses which have been organized into individualized self-learning packages.~~

Removes Special A and B definitions to

In accordance with the following ratio depending on which form of evaluation is most prevalent

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND FEEDBACK

Essay or Project	Routine or Assisted	In-Process
1:0.03055 per student	1:0.015 per student	1:0.0092 per student

Managers shall provide additional attributed hours as needed, including with respect to the workload variables set out in 11.02 C 2

11.01 E 2

For purposes of the formula:

- i. "Essay or project evaluation and feedback" is grading:
 - essays;
 - ~~essay type~~ assignments or tests **that require an answer that is beyond a single word, character or number;**
 - projects **(including but not limited to recordings, experiments, models, portfolios, presentations or other physical products) not evaluated within the teaching contact hour;** or
 - student performance based on behavioral assessments ~~compiled by~~ **evaluated by** the ~~teacher~~ **faculty member** outside teaching contact hours.
- ii. "Routine or assisted evaluation and feedback" is **evaluation** ~~grading~~ by the ~~teacher~~ **faculty member** outside teaching contact hours of ~~short answer tests or other~~ evaluative tools where mechanical marking assistance or marking assistants are provided.
- iii. "In-process evaluation and feedback" is evaluation performed within the teaching contact hour.
- iv. Where a course requires more than one **(1)** type of evaluation and feedback, the ~~teacher~~ **faculty member** and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the

Modernizes Essay evaluation factor to better reflect actual workload

Clarifies that additional time must be provided based on factors considered at WMG

Clarifies definition of different categories of evaluation

Housekeeping

College shall apply evaluation factors in the same proportion as the weight attached to each type of evaluation in the final grade for the course.

11.01 E 3

The faculty member shall establish the method of evaluation and feedback for a course.

~~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.~~

Clarifies that faculty are responsible for determining the evaluation and feedback for a course

11.01 E 4

The number of students in a course or section shall be determined initially by the College's planning estimates **and shall adhere to recommendations from the Faculty Academic Council** and **shall be** recorded on the SWF as provided for in 11.02.

The number of students in a course or section shall be reviewed after the enrolment audit dates and not later than the completion of the course or section or, at the request of the ~~teacher~~ **faculty member**, following the last day for withdrawal of registration by the student(s), and revised where appropriate.

The number of students in a continuous intake program, course or section shall be reviewed every three **(3)** months at the request of either the College or the ~~teacher~~ **faculty member** and determined as the weighted average of the number of students formally registered over the duration of the program, course or section. The weighted average shall be calculated by summing the number of formally registered students in each week of the program, course or section and then dividing the sum by the number of weeks in the duration of the program, course or section.

Requires faculty input into setting of class sizes and ensures student numbers are recorded on the SWF

Housekeeping

11.01 F 1

Complementary functions appropriate to the professional role of the ~~teacher~~ **faculty member** may be assigned to a ~~teacher~~ **faculty member** by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of ~~six~~ **eight (8)** hours of the 44 hour maximum weekly total workload shall be attributed as follows **to professors and instructors**:

- four **(4)** hours for routine out-of-class assistance to individual students
- two **(2)** hours for normal administrative tasks
- two (2) hours for assistance to students requiring accommodation**

Housekeeping

Recognizes additional time required for working with students who need accommodation(s)

	<p>The teacher faculty member shall inform his/her students of availability for out-of-class assistance in keeping with the academic needs of students.</p>	<p><i>Housekeeping</i></p>
<p>11.01 F 2</p>	<p>The attribution of four (4) hours of out-of-class assistance for students may not be sufficient where a teacher faculty member has unusually high numbers of students in his/her their total course load. When a teacher faculty member who has more than 220 260 students in his/her their 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 faculty member shall be attributed an additional 0.015 hour for every student in excess of 220 260 .</p>	<p><i>Sets threshold for number of total students. Recognizes additional workload required for larger student numbers</i></p>
<p>11.01 G 1</p>	<p>Where preparation, evaluation, feedback to students and complementary and/or administrative or other functions can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher faculty member, subject to the requirement to meet appropriate deadlines established by the College.</p>	<p><i>Clarifies that administrative and other functions such as teaching, can be done remotely at the discretion of the faculty member</i></p>
<p>11.01 G 2</p>	<p>Where there are atypical additional circumstances affecting the workload of a teacher faculty member or group of teachers faculty members which are not adequately reflected captured in existing minimum attributions for preparation and evaluation in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher the faculty member(s) individually and the supervisor, on an hour for hour basis.</p>	<p><i>Clarifies that additional, not "atypical" prep and evaluation work beyond the minima must be attributed on the SWF</i></p>
<p>11.01 G 3</p>	<p><u>Where there are additional circumstances affecting the workload of a counsellor or librarian which are not adequately captured on their Workload Agreement, additional hours shall be attributed, following discussion between the faculty member(s) and the supervisor, on an hour for hour basis.</u></p>	<p><i>Addresses additional circumstances affecting the workload of counsellors and/or librarians</i></p>
<p>11.01 H 1</p>	<p>The College shall allow each teacher faculty member at least ten (10) working days of professional development in each academic year.</p>	<p><i>Housekeeping</i></p>
<p>11.01 H 2</p>	<p>Unless otherwise agreed between the teacher faculty member and the supervisor, the allowance of ten (10) days shall include one period of at least five (5) consecutive working days for professional development.</p>	<p><i>Housekeeping</i></p>

11.01 H 3	The arrangements for such professional development shall be made following discussion between the supervisor and the teacher faculty member subject to agreement between the supervisor and the teacher faculty member , and such agreement shall not be unreasonably withheld.	<i>Housekeeping</i>
11.01 H 4	The employee faculty member may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.	<i>Housekeeping</i>
11.01 I	Teaching contact hours for a teacher faculty member in post-secondary programs shall not exceed 18 in any week. Teaching contact hours for a teacher not in post-secondary programs shall not exceed 20 in any week. <u>Counselling contact hours shall not exceed 25 in any week.</u>	<i>Housekeeping</i>
11.01 J 1	Notwithstanding the above, overtime worked by a teacher professor or instructor shall not exceed one (1) teaching contact hour in any one (1) week or three (3) total workload hours in any one (1) week and shall be voluntary.	<i>Clarifies maximum teaching contact hours for all faculty and adds limit for counsellors</i>
11.01 J 2	<u>For professors and instructors,</u> Such teaching contact hour agreed to in excess of the respective weekly teaching contact hour maximum shall be compensated at the rate of 0.1% of annual regular salary. Such workload hours agreed to in excess of the 44 hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary. Such overtime payments shall be for the greater amount but shall not be pyramided.	<i>Housekeeping</i>
11.01 J 3	All such voluntary overtime agreements, which shall not be unreasonably withheld, shall be set out in writing on the SWF for that period by the College and filed with the teacher faculty member and the Union Local within ten (10) days.	<i>Housekeeping</i>
11.01 J 4	Probationary teachers faculty members shall not be assigned teaching contact hours or total workload hours in excess of the maxima under any circumstances.	<i>Housekeeping</i>
11.01 K 1	Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed 180 contact days per academic year for a teacher professor or instructor in post-secondary programs or 190 contact days per academic year for a teacher not in post-secondary programs.	<i>Housekeeping</i>
11.01 K 2	Weekly contact hours assigned to a teacher professor or instructor by the College may be scheduled into fewer than five (5) contact days and such compressed schedule shall be deemed to be five (5) contact days.	<i>Housekeeping</i>

11.01 K 3	Teaching contact hours shall not exceed 648 teaching contact hours per academic year, for a teacher in post-secondary programs or 760 teaching contact hours per academic year for a teacher not in post-secondary programs.	<i>Housekeeping; eliminates inequitable distinction between post-secondary/non-post-secondary</i>
11.01 K 4	Compensation for work in excess of the maxima set out above shall be paid by the College to the teacher <u>faculty member</u> on the basis of:	<i>Housekeeping</i>
	(i) 1/180 or 1/190 respectively of the teacher's <u>faculty member's</u> annual regular salary for each contact day in excess of the 180 or 190 contact day annual maximum;	<i>Housekeeping</i>
	(ii) 0.1% of the teacher's <u>faculty member's</u> annual regular salary for each teaching contact hour in excess of the 648 or 760 teaching contact hour annual maximum.	<i>Housekeeping</i>
	Such compensation shall be for the greatest amount and shall not be pyramided under this clause or under 11.01 J.	<i>Housekeeping</i>
11.01 L 1	The contact day <u>for faculty members</u> shall not exceed eight (8) hours from the beginning of the first assigned hour to the end of the last assigned hour except by written voluntary agreement. The Union Local shall receive a copy of such agreement within seven (7) days.	<i>Housekeeping</i>
11.01 L 2	Every effort shall be made to ensure that w Work will shall not be assigned to begin less than 12 hours after the end of the previous day's work assignment.	<i>Housekeeping</i>
11.01 L 3	A teacher <u>faculty member</u> shall not normally be assigned work on calendar Saturdays or Sundays. Where a teacher <u>faculty member voluntarily agrees to be</u> is assigned to work on a Saturday or Sunday, they teacher shall be credited with one and one-half times the credit hours normally given for hours so assigned and attributed.	<i>Clarifies language</i>
11.01 L 4	A teacher <u>faculty member</u> may agree in writing to waive the premium credits provided for in 11.01 L 3 for a specified period of time.	<i>Clarifies language</i>
11.01 M	Where a Union Local and a College agree in writing on terms governing workload assignments at the College, such agreements shall be binding on the College, the Union Local and the teachers <u>faculty members</u> , and timetables shall be established in accordance with such local agreements.	<i>Clarifies language and requires faculty agreement</i>
11.01 A 1	(a) <u>For professors and instructors, a SWF shall represent the total workload during</u>	<i>Housekeeping</i>

	<p><u>periods of assigned teaching. For counsellors and librarians, a written workload agreement (WWA) shall represent the total workload.</u> Prior to the establishment of a total workload for any teacher the supervisor shall discuss the proposed workload with:</p> <p>(i) the teacher <u>professor or instructor</u> and complete the SWF, attached as Appendix I, to be provided by the College. The supervisor shall give a copy to the teacher <u>professor or instructor</u> not later than six (6) weeks prior to the beginning of the period covered by the timetable excluding holidays and vacations. It is recognized that if the SWF is subsequently revised by the College, it will not be done without prior consultation with the teacher <u>professor or instructor</u>.</p> <p>(ii) <u>the counsellor or librarian and complete a WWA that respects the provisions of this Article. It is recognized that if the WWA is subsequently revised by the College, it will not be done without prior consultation with the counsellor or librarian.</u></p> <p>b. The College may, where a change in circumstances requires it, amend assignments provided to a teacher <u>faculty member</u> after the original assignment, subject to the teacher's <u>faculty member's</u> right to refer any matter to the College Workload Monitoring Group (WMG) referred to in 11.02 B 1 and if necessary, the Workload Resolution Arbitrator (WRA) referred to in 11.02 E 1 and appointed under 11.02 F 1.</p>	<p><i>Housekeeping</i></p> <p><i>Updated to include written workload for counsellors and librarians</i></p> <p><i>Clarifies process for issuing SWF to professors and instructors</i></p> <p><i>Clarifies process for issuing WWA to counsellors and librarians.</i></p>
<p>11.02 A 2</p>	<p>The SWF <u>or WWA</u> shall include all details of the total workload.</p> <p><u>For the SWF this includes</u> including teaching contact hours, accumulated contact days, accumulated teaching contact hours, number of sections, type and number of preparations, type of evaluation/feedback required by the curriculum, class size, attributed hours, contact days, language of instruction and complementary functions.</p> <p><u>For the WWA this includes counselling or student contact hours and all other workload activities.</u></p>	<p><i>Housekeeping</i></p> <p><i>Housekeeping</i></p> <p><i>Clarifies details to be recorded on WWA.</i></p>
<p>11.02 A 3</p>	<p>Following receipt of the SWF <u>or WWA</u>, the teacher <u>faculty member</u> shall indicate in writing on the SWF <u>or WWA</u> whether <u>they are</u> in agreement with the total workload. If not in agreement, the teacher <u>faculty member</u> and <u>their</u> supervisor may add such other comments as is considered appropriate and may indicate in writing that the workload should be reviewed by the College WMG.</p>	<p><i>Housekeeping</i></p>
<p>11.02 A 4</p>	<p>In the event that the teacher <u>faculty member</u> is not in agreement with the total workload and wishes it to be reviewed by the WMG, the teacher <u>faculty member</u> must so indicate in writing to the supervisor within five (5) working days following</p>	<p><i>Housekeeping</i></p>

the date of receipt of the SWF or WWA. The completed SWF or WWA will be forwarded by the supervisor to the WMG within three **(3)** working days from date of receipt from the ~~teacher~~ faculty member with a copy to be given to the ~~teacher~~ faculty member.

Absent such indication, the ~~teacher~~ faculty member shall be considered to be in agreement with the total workload.

11.02 A 5

(a) The timetable shall set out the schedule and location of assigned workload hours reported on the SWF, on a Timetable Form to be provided by the College, and a copy shall be given to the ~~teacher~~ professor or instructor no less than two **(2)** weeks prior to the beginning of the period covered by the timetable, which shall be the same period as that covered by the SWF.

Housekeeping

(b) For counsellors and librarians, a weekly schedule shall be established based on the contact and workload hours set out in the WWA, and a copy shall be given to the counsellor or librarian no less than two (2) weeks prior to the beginning of the period covered by the WWA. If a counsellor or librarian is assigned teaching, 11.02 A 5 (a) applies as well.

Establishes weekly schedule and timelines for WWA for counsellors and librarians

11.02 A 6

(a) In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, **11.04** or 11.09, a ~~teacher~~ faculty member shall discuss such difference as a complaint with ~~the teacher's~~ their immediate supervisor.

Ensures counsellors and librarians have right to dispute workload via WMG and WRA processes

The discussion shall take place within 14 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the ~~teacher~~ faculty member in order to give the immediate supervisor an opportunity ~~of adjusting~~ to resolve the complaint. The discussion shall be between the ~~teacher~~ faculty member and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven **(7)** days after discussion with the ~~teacher~~ faculty member.

Failing settlement of such a complaint, a ~~teacher~~ faculty member may refer the complaint, in writing, to the WMG within seven **(7)** days of receipt of the immediate supervisor's reply. The complaint shall then follow the procedures outlined in 11.02 B through 11.02 F.

(b) Grievances arising with respect to Article 11, Workload, other than 11.01,

11.02, **11.04**, and 11.09 shall be handled in accordance with the grievance procedure set out in Article 32, Grievance and Arbitration Procedures.

11.02 B 1 There shall be a College WMG at each College.

Housekeeping

11.02 B 2 Each WMG will be composed of **(8)** eight members, with four **(4)** to be appointed by the College and four **(4)** appointed by the Union Local unless the College and the Union Local otherwise agree. The term of office of each member of the WMG shall be two **(2)** years, commencing on April 1 in each year with four members of the WMG, two College appointees and two Union appointees, retiring on March 31 of each year. A quorum shall be comprised of four, six or eight members with equal representation from the College and Union Local.

Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WMG in an advisory role.

Establishes right to have an Indigenous Elder/Traditional Knowledge Keeper present at WMG (see equity proposals)

11.02 C 1 The functions of the WMG shall include:

- (i) reviewing workload assignments in general at the College and resolving apparent inequitable assignments;
- (ii) **reviewing workload in general or by request at the College to address workload distribution across equity seeking groups;**
- (iii) reviewing specific disputes pursuant to 11.02 A 4, ~~and/or~~ 11.02 A 6 (a) **and/or 11.04** and where possible resolving such disputes;
- (iv) making recommendations to the College on the operation of workload assignments at the College;
- (v) reviewing individual workload assignments where requested by the ~~teacher~~ **faculty member** or the Union Local and, where possible, resolving the disputes;
- (vi) making recommendations to the College and Union Local committees appointed under Article 7, Union/College Committee (Local), as to amendments or additions to the provisions governing workload assignments at the College for local negotiation in accordance with 11.02 G in order to address particular workload needs at the College.

Establishes ability of WMG to examine issues of equity; ensures counsellors and librarians have access to WMG

11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:

- (i) nature of subjects to be taught, including type of program (e.g. apprenticeship, certificate, diploma, advanced diploma, degree);

- (ii) level of teaching and experience of the ~~teacher~~ **faculty member** and availability of **professional and** technical support and other resource assistance;
- (iii) size and amenity of classroom, laboratory or other teaching/learning facility;
- (iv) numbers of students in class;
- (v) instructional modes, including requirements for alternate delivery;
- (vi) availability of time for the ~~teacher's~~ **faculty member's** professional development;
- (vii) previously assigned schedules;
- (viii) lead time for preparation of new and/or changed schedules;
- (ix) availability of current curriculum;
- (x) students requiring accommodation;
- (xi) **students whose first language is not the language of instruction;**
- (xii) introduction of new technology;
- (xiii) the timetabling of workload, including changes to the length of the course;
- (xiv) level of complexity and rate of change in curriculum;
- (xv) requirements for ~~applied~~ research;
- (xvi) required translation of materials;
- (xvii) **number of languages used in the classroom;**
- (xviii) **mentoring of faculty;**
- (xix) **nature of professional services provided including, psychological counselling, vocational or career advising/counselling, educational advising/counselling, traditional and culturally specific counselling or accommodation services;**
- (xx) **time required to develop or review a workshop or therapeutic group;**

Clarifies and expands list of factors that can be considered by WMG, including counsellor work, equity concerns, languages used, coordinator and placement work

	<p>(xxi) <u>level of clerical support in preparing files, workshop material, publicity, and other related tasks associated to assigned activities;</u></p> <p>(xxii) <u>time necessary to arrange and prepare for student placement;</u></p> <p>(xxiii) <u>Coordinator duties and responsibilities; and</u></p> <p>(xxiv) <u>Indigenous land-based learning and/or traditional practices/customs.</u></p>	
11.02 D 1	The WMG shall meet where feasible within one (1) week of receipt of a workload complaint or at the request of any member of the WMG.	<i>Housekeeping</i>
11.02 D 2	The WMG shall have access to all completed SWFs, WWAs , and timetables, and such other relevant workload data as it requires to review workload complaints at the College.	<i>Housekeeping</i>
11.02 D 3	The WMG or any member of it may require the presence of the supervisor and/or the teacher faculty member before it to assist it in carrying out its responsibilities.	<i>Housekeeping</i>
11.02 D 4	Any decision made by a majority of the WMG with respect to an individual workload assignment shall be in writing and shall be communicated by the College to the teacher faculty member , the supervisor, the senior academic officer at the College and the Union Local President as soon as possible after the decision is arrived at.	<i>Housekeeping</i>
11.02 D 5	Such decision shall be binding on the College, the Union Local and the teacher faculty member involved.	<i>Housekeeping</i>
11.02 E 1	If following a review by the WMG of an individual workload assignment which has been forwarded to the WMG, the matter is not resolved, the teacher faculty member shall be so advised in writing. The matter may then be referred by the teacher faculty member to a WRA provided under the agreement. Failing notification by the WMG within three (3) weeks of the referral of the workload assignment to the WMG, the teacher faculty member may refer the matter to the WRA.	<i>Housekeeping</i>
11.02 E 2	If the teacher faculty member does not refer an assignment to the WRA within one (1) week of the receipt by the teacher faculty member of notification by the WMG that it has been unable to settle the matter, the matter will be considered to have been settled.	<i>Housekeeping</i>
11.02 F 4	The College and the Union Local will provide to a WRA the SWF or WWA and any other documents which were considered by the WMG in its deliberations and such other information as the WRA considers relevant. The WRA shall have the jurisdiction to consider the same variables as set out in Article 11.02 C 2.	<i>Housekeeping</i>

<p>11.02 F 5</p>	<p>A WRA shall determine appropriate procedure. The WRA shall commence proceedings within two (2) weeks of the referral of the matter to the WRA. It is understood that the procedure shall be informal, that the WRA shall discuss the matter with the teacher faculty member, the teacher's their supervisor, and whomever else the WRA considers appropriate. <u>Due to the informality of this procedure, the parties agree no legal representatives for either the College or the Union Local shall be permitted to attend.</u></p> <p><u>As requested by the faculty member, an Indigenous Elder/Traditional Knowledge Keeper shall be permitted to attend the WRA as a resource available to the parties.</u></p>	<p><i>Affirms informality of WRA process</i></p> <p><i>Establishes right to have an Indigenous Elder/Traditional Knowledge Keeper present at WRA (see equity proposals)</i></p>
<p>11.02 F 6</p>	<p>A WRA shall, following the informal discussions referred to above, issue a written award to the College and the Union Local and to the teacher faculty member, resolving the matter. Such award shall be issued by the WRA within ten (10) working days of the informal discussion. The award shall only have application to the teacher faculty member affected by the matter and shall have no application beyond the end of a twelve-month period from the date of the beginning of the workload assignment.</p>	<p><i>Housekeeping</i></p>
<p>11.02 F 7</p>	<p>On request of either or both parties within five (5) working days of such award, the WRA shall provide a brief explanation of the reasons for the decision.</p>	<p><i>Housekeeping</i></p>
<p>11.02 F 8</p>	<p>The award of the WRA shall be final and binding on the parties and the teacher faculty member, and shall have the same force and effect as a Board of Arbitration under Article 32, Grievance and Arbitration Procedures.</p>	<p><i>Housekeeping</i></p>
<p>11.02 F 9</p>	<p>Having regard to the procedures set out herein for the resolution of disputes arising under 11.01, 11.04, 11.02, or 11.09, no decision of the WMG or award of the WRA is subject to grievance or any other proceeding.</p>	<p><i>Housekeeping</i></p>
<p>11.02 F 11</p>	<p>Where a referral is made to the WMG or the WRA by more than one (1) teacher faculty member, references in the article to "teacher" "faculty member" shall be read as "teachers" "faculty members".</p>	<p><i>Housekeeping</i></p>
<p>11.02 F 12</p>	<p>References to "teacher" "faculty member" in this Article include all partial-load and full-time faculty members.</p>	<p><i>Clarifies language to ensure inclusive of all full-time and partial-load faculty</i></p>
<p>11.02 G</p>	<p>It is recognized that speedy resolution of workload disputes is advantageous to all concerned. Therefore, the College and Union Local committees appointed under Article 7, Union/College Committee (Local), have the authority to agree to the local application of Article 11, Workload, and such agreement may be signed by them and apply for the specific term of this Agreement as currently in effect. Also, such agreement shall not serve as a precedent for the future at that or any other College.</p>	<p><i>Housekeeping</i></p>

	Such agreement is subject to ratification by the Union Local membership within ten (10) days and is subject to approval by the College President.	
11.03	The academic year shall be ten months in duration and shall, to the extent it be feasible in the several Colleges to do so, be from September 1 to the following June 30. The academic year shall in any event permit year-round operation and where a College determines the needs of any <u>service or</u> program otherwise, then the scheduling of a teacher <u>faculty member</u> in one or both of the months of July and August shall be on a consent or rotational basis.	<i>Clarifies to include all faculty</i>
11.04 A 1	<p>The assigned hours of work for <u>l</u>ibrarians and <u>c</u>ounsellors shall be 35 hours per week.</p> <p>(i) <u>Daily counselling contact hours shall not exceed five (5) hours</u></p> <p>(ii) <u>Notwithstanding the above, overtime worked by a counsellor shall not exceed one (1) counselling contact hour in any one (1) week or three (3) total workload hours in any one (1) week and shall be voluntary.</u></p> <p>(iii) <u>Notwithstanding the above, overtime worked by a librarian shall not exceed three (3) total workload hours in any one (1) week and shall be voluntary.</u></p>	<i>Sets overtime limits for counsellors and librarians and addresses overtime compensation in keeping with professors and instructors</i>
11.04 A 2	<p>(i) <u>In the situations where the counsellor is required to respond to an unforeseen student emergency, the counsellor will contact their supervisor when safe to do so and advise the amount of time spent in excess of the five (5) contact hours. The supervisor shall grant an equivalent amount of time in lieu at a mutually agreed upon time.</u></p> <p>(ii) <u>Circumstances that can be reasonably foreseen by the Employer that would require counsellors to exceed the daily or weekly workload shall be considered overtime, such overtime requires written agreement by the counsellor and shall attract compensation at a rate of 0.1% of the counsellor's annual regular salary for each workload hour.</u></p>	<i>Acknowledges emergency circumstances for counsellors and clarifies lieu time procedure</i>
11.04 A 3	<u>For librarians, such workload hours agreed to in excess of 35 hour weekly workload maximum shall be compensated at the rate of 0.1% of annual regular salary.</u>	<i>Establishes overtime compensation for librarians</i>
11.04 B 1	The College shall allow each <u>c</u> ounsellor and <u>l</u> ibrarian at least ten (10) working days of professional development in each academic year.	<i>Housekeeping</i>

11.04 B 2	Unless otherwise agreed between the <u>C</u> counsellor or <u>L</u> ibrarian and the supervisor, the allowance of ten (10) days shall include one period of at least five (5) consecutive working days for professional development.	<i>Housekeeping</i>
11.04 B 3	The arrangements for such professional development shall be made following discussion between the supervisor and the <u>C</u> counsellor or <u>L</u> ibrarian subject to agreement between the supervisor and the <u>C</u> counsellor or <u>L</u> ibrarian, and such agreement shall not be unreasonably withheld.	<i>Housekeeping</i>
11.04 B 4	The employee <u>counsellor or librarian</u> may be reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.	<i>Housekeeping</i>
11.04 C	Where <u>C</u> counsellors and <u>L</u> ibrarians are assigned teaching responsibilities the Colleges will <u>shall issue a SWF for said teaching, which will be incorporated into their WWA.</u> take into consideration appropriate preparation and evaluation factors when assigning the Counsellors' and Librarians' workload.	<i>Incorporates SWF into workload for counsellors and librarians who are assigned teaching work</i>
11.05	The parties agree that no College shall circumvent the provision of this Article by arranging for unreasonable teaching loads <u>workloads</u> on the part of persons who are excluded from or not included in the academic bargaining unit.	<i>Housekeeping</i>
11.06	During the period of assigned workload, teachers shall not take any employment, consulting or teaching activity outside the College except with the prior written consent of the supervisor. The consent of the supervisor shall not be unreasonably withheld.	
11.06 A	<u>Faculty members shall have the right to engage in outside employment provided that such employment does not directly conflict with the performance of their workload. For the purposes of this Article, "outside employment" includes but is not limited to:</u> (i) <u>employment in any capacity by another employer</u> (ii) <u>consulting</u> (iii) <u>personal services contracts</u> (iv) <u>private practice of the member's profession</u> (v) <u>self-employment</u>	<i>Allows faculty to work outside of the College</i>
11.06 B	<u>Faculty members shall have the right to state the nature and place of their employment, rank and title(s) in connection with outside employment so long as they do not purport to represent the employer or to speak on the employer's behalf unless specifically authorized to do so.</u>	<i>Clarifies faculty ability to use their college faculty status in work outside the college</i>

11.07	Where the College requires the performance of work beyond the limits herein established, the College shall provide any such teachers faculty members with proper work facilities during such period.	<i>Housekeeping</i>
11.08	<p>In keeping with the professional responsibility of the teacher faculty member, non-teaching periods are used for activities initiated by the teacher faculty member 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 neither be recorded nor scheduled except in accordance with <u>11.01 G1</u>, undertaken by mutual consent and agreement will not be unreasonably withheld.</p> <p>No SWF will be issued but such activities may be documented. This documentation shall not include an hourly attribution of the activities. 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.</p>	<p><i>Housekeeping</i></p> <p><i>Recognizes professional discretion of faculty during non-teaching periods</i></p>
Modified Workload Arrangements		
11.09 A 1	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, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher faculty member(s) involved and the consent of the Local Union.	<i>Housekeeping</i>
11.09 A 2	In order for a Modified Workload Arrangement to be implemented, at least two thirds (2/3) of the teachers faculty members involved and their manager must agree. Teachers Faculty members not in agreement must be given the option of having the regular provisions of Article 11 apply to their workload assignment.	<i>Housekeeping</i>
11.09 A 3	No more than 20% of the full-time teachers faculty members at a College may be participating in Modified Workload Arrangements at the same time.	<i>Housekeeping</i>
Workload Limit Protections		
11.09 A 6	The Modified Workload Arrangement shall document the details of the proposed workload assignments and schedules and shall be provided to the teachers faculty members 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 faculty	<i>Housekeeping</i>

member during the period. If the Local Union does not indicate in writing within five (5) **working** 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.

11.09 B 3

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.

- Whether it enhances or diminishes the quality of learning for students.
- Whether it may lead to improvements in teaching and learning.
- Whether it leads to a reduction in the use of part-time staff and better usage of full-time ~~teachers~~ **faculty members**.
- Whether it distributes work equitably amongst participating ~~teachers~~ **faculty members**.
- Whether it may lead to greater satisfaction with workload assignments than the regular workload formula.
- Whether it would be an efficient workload assignment process.

[New]

Article 35

DEFINITIONS

35.02 The term "faculty" refers to employees who are classified as counsellors, librarians, and full-time or partial-load professors or instructors.

Housekeeping

Clarifies definition of faculty