

996 CAAT

CAAT (A)

WORKLOAD RESOLUTION ARBITRATION AWARD

IN THE MATTER OF

CHUCK BARSONY, PROFESSOR

HEARING HELD ON FRIDAY, FEBRUARY 9, 1996 AT LOYALIST COLLEGE

IN ATTENDANCE WERE:

- A. LEHTILA - DEAN, APPLIED SCIENCE & TECHNOLOGY**
- C. BARSONY - PROFESSOR**
- E. HAWTHORNE - OPSEU REPRESENTATIVE**

WORKLOAD RESOLUTION ARBITRATOR: REG B. PEARSON

At the hearing the parties presented the following documents for my consideration:

- The current Collective Agreement for Academic Employees
- The Standard Workload Form for Mr. Barsony for the period Jan. 2/96 to Apr. 28/96
- A Memorandum from Mr. Barsony to A. Lehtila dated Nov. 14/95
- A Memorandum from Mr. Barsony to A. Lehtila dated Dec. 12/95
- A summary of SWF's assigned to Mr. Barsony from Jan. '94 to the present
- Course Documentation for *Professionalism 5 - Code 040-520N*
- Course Documentation for *Field Placement IV - Code 101-047M*
- Course Documentation for *Personal and Professional Relations - Code 090-306E*
- Course Outline Package for *Personal and Professional Relations - Code 090-306E*
- The Standard Workload Form for Ms. J. Rahmer for the period Mar. 11/95 to May 3/95 (includes the SWF attributed to course 090-306E - Personal & Professional Relations)
- Course Outline for *Career Research & Placement - Code 027-072C*

Mr. Barsony outlined the following concerns that gave rise to the complaint which is now before me.

In the fall of 1995 the faculty in the program area held a meeting, as they normally do, to discuss their respective workloads for the next semester. I assume this meeting occurred before November 10th which is the date referred to by Mr. Lehtila when he received their requests. The practice in this program area is to, in essence, self assign their respective workloads and submit them to the supervisor for finalizing and calculation of the Standard Workload Formula (SWF) which is then returned to each of the faculty members. At this meeting there had been some discussion about the need for each of them to pick up extra courses and Mr. Barsony suggested he add the course *Design Development* to his workload. He went on to say that when the SWF form was returned to him on November 13, 1995, not only did he get the *Design Development* assignment but another course, *Career Research & Placement* had been added. He indicates that no previous discussion or notice had occurred. The parties informed me that there was now a requirement from the Ministry to include a "General Education" type course, of three hours in duration, in each semester and the College was allowed to phase them in over a three year period. The *Career Research & Placement* course was one of these such courses. Mr. Barsony indicates this now gave him two "new" courses. I was also told there were only three faculty in this program area, with one on Pregnancy Leave. Mr. Barsony said this general course had never been given in his program area before and it required considerable work to adapt similar courses which had been given in other program areas. He says there was no existing course structure or course outline that was specific to his program.

He referred to the SWF form where the course was given a preparation factor of 1.1 for each hour of teaching which resulted in attributed hours of 3.3. He also noted that there was a provision in the collective agreement to allow for course development to be assigned ahead of time in place of actual teaching hours (Article 11.01). The other factor he expressed a problem with was the .0092 given for Evaluation Feedback. This is the lowest factor allowed and he questioned how it would be known when the course had never been given before. He suggested it should be given a higher factor due to the actual method of Evaluation Feedback used which involved assignments and marking where no right or wrong answer exists, requiring a more subjective assessment which is a more thoughtful process. There was a reference made to the Advisory Committee's recommendation that a one week placement component be included which had not been done in the Architectural program either. Mr. Barsony emphasized he did not want to make this a "fluff" course. He felt that three hours, which was in one period, is a long time to keep students challenged and is more difficult to deliver.

Mr. Lehtila replied, on behalf of the College, by indicating the general issue was whether a strict interpretation of the collective agreement was appropriate or that the issue was one of perception and beyond the strict terms of the collective agreement. The College's position is the collective agreement has been applied in the proper manner and the SWF was calculated correctly. The College has the right to assign such work and the "in process" Evaluation Feedback was a decision determined by management. If Mr. Barsony chose to do the evaluation differently then he volunteered to do so. The College doesn't want faculty doing more work than is reasonable and he didn't see a need to evaluate students outside the normal classroom time.

Mr. Lehtila described the assignment of work as a consultative process. The collective agreement describes the assignment of work as follows; first the work is assigned, given to the faculty member and then discussed in an effort to reach an agreement on the workload assignment. Mr. Lehtila said his process was different in that he requested faculty members to meet in groups to self-assign so long as the workload is reasonable. Those assignments are then submitted to him to see how close they are to a reasonable workload, for example, to see if they are close to the forty-four hour maximum so as to be as efficient as possible. In the majority of cases the faculty members know the values to be applied so they're usually close. The average load this semester is 43.9 hours. When Mr. Barsony's request came in he looked at it and the total came to 37.1. He noted that the other faculty members in the area also came in low and all three got an additional course. Some faculty in other areas came in high and were reduced.

When the strict formulae of the collective agreement are applied, in cases such as this, an argument can be made that it is too generous in some areas. For example the *Cad* courses assigned to Mr. Barsony have a preparation factor of 0.6 and .35 which, if perception is the rule, could be seen as generous considering he has taught them for three years. The General Education course assigned is less critical than the technical courses when it comes to measuring the students because there is no measurement standard established by outside groups such as OACETT. When Mr. Barsony came in to question the assignment he was told of other faculty members who had taught similar courses before but he would need to adapt these to his program.

Mr. Lehtila pointed out that Article 11.01 D 3 (ix) doesn't apply in this case because it is used for the development of courses in lieu of teaching time.

In regards to the issue of notice of the assignment, the workload assignments came from the faculty members on November 10, 1995 and he responded with the workload forms on November 13, 1995 all within the intended six weeks of the collective agreement.

The item raised with respect to three hours at one time, he said can be addressed by request by the faculty member to adjust his timetable for the week.

He also noted that although Mr. is hired for a certain expertise this type of assignment is often required of faculty and certainly the topic of job placement, resume writing, job searching and portfolio development is not beyond his expertise.

The quality of a course is important but must be balanced with efficiency. He could have used a part-time faculty to deliver the course but there was room in his SWF to do the assignment.

Ms. E. Hawthorne, representing OPSEU, pointed out that the six week notice period had not been strictly followed and more discussion should have taken place prior to the course being assigned. She also referred to Article 11.01 D 2 which says:

“No more than four different course preparations or six different sections shall be assigned to a teacher in a given week except by voluntary agreement which shall not be unreasonably withheld.”

Mr. Lehtila replied by indicating that other faculty members got their assignments with the same notice and through the same process. He also pointed out that he had twelve teachers outside the 4/6 guideline. The College had decided to shorten the individual course hours instead of cutting programs thus making the 4/6 provision hard to achieve. He referred to the “not to be unreasonably withheld” feature as indicating there was some flexibility intended. He said if this clause had to be strictly adhered to the College would have to re-align the whole curriculum.

Ms. Hawthorne raised the issue of the definition of a new course. She said this is intended for delivery of courses already developed but being taught for the first time. If development is required then an additional credit should be given. She also referred to Article 11.02 F (12) which links the classification of “instructor” to this article and that the “instructor” definition is located on page 146 of the collective agreement which limits their work to instruction only and not development of courses.

Mr. Lehtila said the issue of what was “new” under Article 11.01 D 3 (i) had been debated heavily over the years especially the “major revision” portion.

DECISION

After hearing the debate on all the issues in this case the one I find most credible is the issue regarding the Evaluation Feedback factor.

Mr. Lehtila indicates it is management's decision to determine the evaluation method.

When Mr. Barsony came in to question the course being added to his schedule he was told of similar courses given by other teachers in other program areas. Mr. Barsony then went ahead and adapted these courses or portions of them to his program area.

One of these related courses, supplied to me by both Mr. Lehtila and Ms. Hawthorne was *Personal and Professional Relations*. Ms. Hawthorne also included a SWF form of one of the teachers of the course from the previous year. Upon examination of the content of this related course I found similar topics and a mix of in-class exercises and projects required for a final grade. It is obvious to me Mr. Barsony used this type of course as a guide for his. I also noted that on the *Personal and Professional Relations* Course Documentation there was a section for Dean approval. I would assume a similar process would be involved for the *Career Research & Placement* course. If this is so then he should have been told of the problem of Evaluation Feedback. If there was no such approval process then I can't accept that management had directed him to use an in-process type of Evaluation Feedback. The SWF form supplied by Ms. Hawthorne for the *Personal and Professional Relations* course shows a Evaluation Feedback factor of .03. Since the *Career Research & Placement* course follows a similar design I have decided it should be given a factor of .03 and Mr. Barsony's SWF should be adjusted accordingly, for the full period of January 2, 1996 to April 28, 1996.

Dated this 12th day of February, 1996



Reg B. Pearson
Workload Resolution Arbitrator