

CAAT A

IN THE MATTER OF AN ARBITRATION

BETWEEN:

LOYALIST COLLEGE OF APPLIED ARTS AND TECHNOLOGY

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

GRIEVANCE OF P. DOCKRILL

BOARD OF ARBITRATION:

JANE H. DEVLIN

CHAIRMAN

ROBERT J. GALLIVAN

COLLEGE NOMINEE

RON COCHRANE

UNION NOMINEE

Appearances for the College:

Ann E. Burke
Glennyce Sinclair
Dave Butler

Appearances for the Union:

R. Ross Wells
Harry Plummer
Pat Dockrill

OPSEU File Nos.:

90C125, 90C126, 90C127, 90C128, 90C129, 90D714

Date and Location of Hearing:

February 8, 1991
Belleville, Ontario

The issue before the Board, as stated by the parties, is whether the College can require a teacher to consent to attend a scheduled curriculum review meeting in any non-teaching period pursuant to Article 4.08 of the Collective Agreement. Article 4.08 is as follows:

4.08 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.

Such activities will be undertaken by mutual consent and agreement will not be unreasonably withheld.

Such activities will neither be recorded nor scheduled except as in accordance with Article 4.01(7)(a).

Also of relevance to the interpretation of Article 4.08 is a Letter of Understanding which is appended to the Collective Agreement as well as certain provisions of Articles 4.01, 4.02 and Article 7. These are as follows:

November 28, 1989

Re Article 4.08

The parties agree that the use of the word "recorded" in Article 4.08 is intended to permit normal administrative correspondence rather than being used in its technical collective agreement sense.

J. Clancy
President
Ontario Public Service
Employees Union

C.E. Pascal
Chair
Ontario Council
of Regents

Article 4
WORKLOAD

4.01 (1) Each teacher shall have a workload that adheres to the provisions of this Article.

4.01 (2)(a) Total workload assigned and attributed by the College to a teacher shall not exceed forty-four (44) hours in any week for up to thirty-six (36) weeks in which there are teaching contact hours for teachers in post-secondary programs and for up to thirty-eight (38) weeks in which there are teaching contact hours in the case of teachers not in post-secondary programs.

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

Workload factors to be considered are:

- (i) teaching contract hours
- (ii) attributed hours for preparation
- (iii) attributed hours for evaluation and feedback
- (iv) attributed hours for complementary functions

4.01 (2)(b) A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College.

4.01 (3) Each teaching contact hour shall be assigned as a fifty (50) minute block plus a break of up to ten (10) minutes.

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

4.01 (4)(a) Weekly hours for preparation shall be attributed to the teacher in accordance with the following formula:

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

4.01 (4)(b) No more than four (4) different course preparations or six (6) different sections shall be assigned to a teacher in a given week except by voluntary agreement which shall not be unreasonably withheld.

4.01 (4)(c) For purposes of the formula:

(i) "New" refers to the first section of a course which the teacher is

.teaching for the first time. (This definition does not apply to a new full-time teacher 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 revision of the course or curriculum has been approved by the College.

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

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

(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 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.

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

(vii) "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.

The first section of a "Special A" course which the teacher has not taught before or which the teacher has not taught within the previous three (3) academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special A" course which the teacher has taught within the previous three (3) academic years, attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special A" course attract the numerical value in "Repeat A" (1:0.45).

(viii) "Special B" refers to preparation for sections of a course in which the objectives describe the students' application of knowledge in actual work settings.

The first section of a "Special B" course which the teacher has not taught before or which the teacher has not taught within the previous three (3) academic years attracts the numerical value in "Established A" (1:0.85).

The first section of a "Special B" course which the teacher has taught within the previous three (3) academic years, attracts the numerical value in "Established B" (1:0.60).

Repeat sections of a "Special B" course attract the numerical value in "Repeat B" (1:0.35).

Additional time necessary to arrange and prepare for student placement in such learning situations shall be attributed on an hour for hour basis and recorded on the Standard Workload Form (SWF), as referred to Article 4.02 below.

(ix) Hours for curriculum review or course development assigned to a teacher on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on the SWF.

4.01 (5)(a) Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

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

Essay or Project	Routine or Assisted	In-Process
1:0.030 per student	1:0.015 per student	1:0.0092 per student

4.01 (5)(b) For purposes of the formula:

(i) "Essay or project evaluation and feedback" is grading:

- .essays
- .essays type assignments or tests
- .projects; or
- .student performance based on behavioral assessments compiled by the teacher outside teaching contact hours.

(ii) "Routine or assisted evaluation and feedback" is grading by the teacher 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 type of evaluation and feedback, the teacher and the supervisor shall agree upon a proportionate attribution of hours. If such agreement cannot be reached the 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.

4.01 (5)(c) The number of students in a course or section shall be determined initially by the College's planning estimates and recorded on the Standard Workload Form (SWF) as provided for in Article 4.02.

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, 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 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.

4.01 (6) Complementary functions appropriate to the professional role of the teacher may be assigned to a teacher by the College. Hours for such functions shall be attributed on an hour for hour basis.

An allowance of a minimum of five (5) hours of the forty-four (44) hour maximum weekly total workload shall be attributed as follows:

- 3 hours for routine out-of-class assistance to individual students
- 2 hours for normal administrative tasks.

4.01 (7)(a) Where preparation, evaluation, feedback to students and complementary functions can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines established by the College.

4.01 (7)(b) Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 4, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.

4.01 (8)(a) The College shall allow each teacher at least ten (10) working days of professional development in each academic year.

4.01 (8)(b) Unless otherwise agreed between the teacher and the supervisor, the allowance of ten (10) days shall include one period of at least five (5) consecutive working days for professional development.

4.01 (8)(c) The arrangements for such professional development shall be made following discussion between the supervisor and the teacher subject to agreement between the supervisor and the teacher, and such agreement shall not be unreasonably withheld.

4.01 (9) Teaching contact hours for a teacher in post-secondary programs shall not exceed eighteen (18) in any week. Teaching contact hours for a teacher not in post-secondary programs shall not exceed twenty (20) in any week.

4.01 (10)(a) Notwithstanding the above, overtime worked by a teacher shall not exceed one (1) teaching contact hour in any one week or three (3) total workload hours in any one week and shall be voluntary.

4.01 (10)(b) 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 salary. Such workload hours agreed to in excess of the forty-four (44) hour weekly workload maximum shall be compensated at the rate of 0.1% of annual salary. Such overtime payments shall be for the greater amounts but shall not be pyramided.

4.01 (10)(c) 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 and the Union Local within ten (10) days.

4.01 (10)(d) Probationary teachers shall not be assigned teaching contact hours or total workload hours in excess of the maxima under any circumstances.

4.01 (11)(a) Contact days (being days in which one or more teaching contact hours are assigned) shall not exceed one hundred and eighty (180) contact days per academic year for a teacher in post-secondary programs or one hundred and ninety (190) contact days per academic year for a teacher not in post-secondary programs.

4.01 (11)(b) Weekly contact hours assigned to a teacher 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.

4.01 (11)(c) Teaching contact hours shall not exceed six hundred and forty-eight (648) teaching contact hours per academic year for a teacher in post-secondary programs or seven hundred and sixty (760) teaching contact hours per academic year for a teacher not in post-secondary programs.

4.01 (11)(d) Compensation for work in excess of the maxima set out above shall be paid by the College to the teacher on the basis of:

- (i) 1/180 or 1/190 respectively of the teacher's annual salary for each contact day in excess

- of 180 or 190 contact day annual maximum;
- (ii) 0.1% of the teacher's annual salary for each teaching contact hour in excess of the 648 or 760 teaching contact hour annual maximum.

Such compensation shall be for the greatest amount and shall not be pyramided under this clause or under 4.01 (10).

4.01 (12)(a) The contact day shall not exceed eight (8) hours from the beginning of the first assigned hour to the end of the last assigned hour.

4.01 (12)(b) Every effort shall be made to ensure that work will not be assigned to begin less than twelve (12) hours after the end of the previous day's work assignment.

4.01 (12)(c) A teacher shall not normally be assigned work on calendar Saturdays or Sundays. Where a teacher is assigned to work on a Saturday or Sunday, the teacher shall be credited with one and one-half (1 1/2) times the credit hours normally give for hours so assigned and attributed.

4.01 (12)(d) A teacher may agree in writing to waive the premium credits provided for in Article 4.01 (12)(c) above for a specified period of time.

4.01 (13) 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 and timetables shall be established in accordance with such local agreements.

4.02 (1)(a)(i) Prior to the establishment of a total workload for any teacher the supervisor shall discuss the proposed workload with the teacher and complete the Standard Workload Form (SWF), attached as Appendix VIII, to be provided by the College. The supervisor shall give a copy to the teacher 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.

4.02 (1)(a)(ii) The College may, where a change in circumstances requires it, amend assignments provided to a teacher after the original assignment, subject to the teacher's right to refer any matter to the College Workload Monitoring Group (Group) referred to in Article 4.02(2) (a) and if necessary, the Workload Resolution Arbitrator (WRA).

referred to in Article 4.02(5)(a) and appointed under Article 4.02(6)(a)

4.02 (1)(b) The SWF shall include all details of the total workload 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.

. . .

4.02 (1)(f)(i) In the event of any difference arising from the interpretation, application, administration or alleged contravention of Article 4.01 or 4.02, a teacher shall discuss such difference as a complaint with the teacher's immediate supervisor. The discussion shall take place within fourteen (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 in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the teacher 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.

Failing settlement of such a complaint, a teacher may refer the complaint, in writing, to the Group within seven (7) days of receipt of the immediate supervisor's reply.

The complaint shall then follow the procedures outlined in Articles 4.02(2) through 4.02(6).

4.02 1(f)(ii) Grievances arising with respect to Article 4, other than Articles 4.01 and 4.02 shall be handled in accordance with the grievance procedure set out in Article 11.

. . .

Article 7 MANAGEMENT FUNCTIONS

7.01 It is the exclusive function of the Colleges to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, discharge, transfer, classify, assign, appoint, promote, demote, lay off, recall and suspend or otherwise discipline employees

subject to the right to lodge a grievance in the manner and to the extent provided in this Agreement;

- (c) to manage the College, and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems, and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment, or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

7.02 The Colleges agree that these functions will be exercised in a manner consistent with the provisions of this Agreement.

The meetings which are the subject of the present grievance took place on May 30 and 31, 1990 and involved curriculum review in the Nursing Program. There is no dispute that the hours spent in attendance at these meetings were not recorded on a Standard Workload Form ("SWF").

By way of background, there are a number of ways in which curriculum is developed and reviewed in the Nursing Program. Firstly, during the teaching portion of the academic year, teachers in the each year of the Program meet on a weekly basis to discuss developments in curriculum. These meetings generally last for one to one and one half hours. Issues which arise during these meetings may then be referred to the Steering Committee which is comprised of teachers in the Program as well

as the Dean of the Department who sits as an ex officio member of the Committee. The Steering Committee meets every two to three weeks and considers matters referred by the faculty in each year of the Program as well as other issues relating to curriculum which arise independently. The Steering Committee then makes recommendations to the Faculty Curriculum Committee which deals with curriculum for the Nursing Program as a whole. This Committee, which is comprised of all teachers in the Nursing Program who are nurses, meets as required based upon the recommendations of the Steering Committee. From the College's point of view, the teachers' participation in the Faculty Curriculum Committee is necessary to ensure the continued quality of the Nursing Program.

In the 1988/89 academic year, the Faculty Curriculum Committee met in May of 1989 for seven days. In the 1989/90 academic year, the Committee met on December 18, 1989 for a period of one hour. The parties agreed that in that particular year, the meeting took place during a teaching week because additional teaching time was required to make up for time lost during a strike which took place in the fall of 1989. Had the strike not occurred, the meeting would have taken place during a non-teaching period. The Faculty Curriculum Committee also met on May 28, 30 and 31, 1990. The meetings on May 30 and 31, 1990 are the meetings which gave rise to the grievance of Ms. Dockrill.

It was the submission of Mr. Wells, on behalf of the Union, that workload must be assigned in accordance with the provisions of Article 4.01 of the Collective Agreement. In this regard, Article 4.01(2)(a) establishes the total workload which may be assigned during a specified number of weeks in which there are teaching contact hours. This Article further provides that the balance of the academic year shall be reserved for complementary functions and professional development. Mr. Wells submitted that hours spent on curriculum review do not constitute either a complementary function or professional development. Instead, it was contended that such hours are included in "attributed hours for preparation", one of the workload factors set out in Article 4.01(2)(a). In this regard, Mr. Wells referred to Article 4.01(4)(c)(ix) which is contained in Article 4.01(4) which specifies the manner in which attributed hours for preparation are to be calculated. According to Mr. Wells, Article 4.01(4)(c)(ix) provides that hours assigned to a teacher for curriculum review must be attributed on an hour for hour basis and recorded on a SWF where such hours are assigned either (1) on an ongoing basis; (2) in lieu of teaching or (3) in a non-teaching period.

In contrast to Article 4.01, Mr. Wells submitted that Article 4.08 addresses activities which are to take place during the non-teaching portion of the academic year and which are not

to be recorded on a SWF. Accordingly, it was contended that Article 4.08 cannot apply to curriculum review assigned in a non-teaching period as this must be recorded on a SWF in accordance with Article 4.01. Mr. Wells further submitted that Article 4.08 is intended to apply to independent projects undertaken by the teacher and the College and not to scheduled meetings of a faculty committee such as occurred in this case. In the result, it was submitted that the College cannot require a teacher to consent to attend a scheduled meeting of the Faculty Curriculum Committee pursuant to Article 4.08 of the Collective Agreement.

It was the submission of Ms. Burke, on behalf of the College, that Article 4.01 of the Collective Agreement provides for the calculation of total workload which may be assigned to a teacher during a specified number of weeks in which there are teaching contact hours. Ms. Burke pointed out that the factors which comprise workload are set out in Article 4.01(2) and include "attributed hours for complementary functions". Article 4.01(6) then provides that complementary functions appropriate to the role of a teacher which are assigned by the College are to be attributed on an hour for hour basis. The Article further provides for an allowance of a minimum of 5 hours of the maximum weekly total workload to be attributed to specified complementary functions.

In this case, it was submitted that meetings of the faculty in each year of the Nursing Program and meetings of the Steering Committee which were devoted to curriculum development and review were properly recorded on a SWF as complementary functions. Ms. Burke suggested, however, that there was no obligation to record meetings of the Faculty Curriculum Committee as these were not scheduled on an ongoing basis. In this regard, Ms. Burke submitted that Article 4.01(4)(c)(ix) requires that curriculum review be recorded on a SWF only where it is assigned on an ongoing basis, whether in lieu of teaching or in a non-teaching period.

Ms. Burke contended that Article 4.08 is the only Article which deals explicitly with activities which are to take place in the non-teaching portion of the academic year. This Article recognizes the professional status of a teacher and contemplates that activities initiated by the College and the teacher will be undertaken with mutual consent which may not be unreasonably be withheld. It was further submitted that activities undertaken pursuant to Article 4.08 are not to be recorded on a SWF. In this case, Ms. Burke contended that meetings of the Faculty Curriculum Committee which were held during a non-teaching period were necessary to maintain the quality of education in the Nursing Program and, as a result, the College could properly require a teacher to consent to attend such meetings pursuant to Article 4.08.

Article 4.08 of the Collective Agreement, which is in issue in this case, provides that in keeping with the professional responsibility of a teacher, non-teaching periods are to be 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. The Article further provides that such activities will be undertaken with mutual consent and that agreement shall not be unreasonably withheld. Finally, activities undertaken pursuant to Article 4.08 are not to be recorded or scheduled except in accordance with Article 4.01(7)(a). In this case, there was no issue with respect to scheduling and, as the Letter of Understanding appended to the Collective Agreement makes clear, although normal administrative correspondence is permitted, there is to be no recording in a "technical collective agreement sense".

There was no dispute about the Board's jurisdiction to determine whether the College violated Article 4.08 and as Article 4.02(1)(f)(ii) makes clear, grievances arising under Article 4, other than grievances under Article 4.01 and 4.02, are to be handled in accordance with the grievance procedure set out in Article 11. It was pursuant to this procedure that the Board of Arbitration was constituted in this case.

While the Board recognizes that differences with regard to Articles 4.01 and 4.02 are to be dealt with by a Workload Resolution Arbitrator in accordance with the procedure set out in Article 4.02, Article 4.08, in respect of which this Board has jurisdiction, is framed in broad terms. Accordingly, it is necessary to consider Article 4.08 in context and to have reference to other provisions of Article 4 and, in particular, Article 4.01. This Article sets out the procedure to be followed in the assignment of workload and establishes the total workload which may be assigned during a specified number of weeks in which there are teaching contact hours. The Article further provides that the balance of the academic year is to be reserved for complementary functions and professional development. The workload factors are then set out in Article 4.01(2)(a) and these factors consist of (i) teaching contact hours; (ii) attributed hours for preparation; (iii) attributed hours for evaluation and feedback and (iv) attributed hours for complementary functions.

The attribution of weekly hours for preparation is dealt with in Article 4.01(4) and Article 4.01(4)(c)(ix) provides that hours for curriculum review or course development assigned by the College to a teacher on an ongoing basis, in lieu of teaching or in a non-teaching period, shall be attributed on an hour for hour basis and recorded on a SWF. Given the language and structure of Article 4.01(4)(c)(ix), the Board finds that it is only when curriculum review is assigned on an ongoing basis,

whether in lieu of teaching or in a non-teaching period, that it is to be recorded on a SWF and included in attributed hours for preparation in accordance with this Article.


In this case, meetings of the Faculty Curriculum Committee were held on December 18, 1989 and on May 28, 30 and 31, 1990. In these circumstances, we cannot conclude that the assignment of curriculum review was made on an "ongoing" or continuous basis as required by Article 4.01(4)(c)(ix) of the Collective Agreement. The fact that the meetings of the Faculty Curriculum Committee are not encompassed by this Article, however, does not automatically lead to the conclusion that these meetings are governed by Article 4.08.

Article 4.01(6) of the Agreement provides that complementary functions appropriate to the professional role of a teacher may be assigned by the College and shall be attributed on an hour for hour basis. This aspect of Article 4.01(6) is not restricted to assignments made during the teaching portion of the academic year and, in the Board's view, encompasses curriculum review assigned during the non-teaching period, other than that which is assigned on an ongoing basis as provided in Article 4.01(4)(c)(ix). In this regard, the Board finds that curriculum review is a function which is appropriate to the professional role of a teacher which is "assigned" by the College rather than an activity initiated by the teacher and by the College within

the meaning of Article 4.08. Although, as a practical matter, teachers may be involved in the scheduling of meetings of the Faculty Curriculum Committee, nevertheless, it is clear that the College requires teachers to participate in such meetings. The Board finds, therefore, that curriculum review is properly described as an assigned function and we note that this is also consistent with the language of Article 4.01(4)(c)(ix) in which the parties have specifically referred to curriculum review being "assigned" by the College.

In the result, the Board must answer the question posed by the parties in the negative. The Board finds that the College cannot require a teacher to consent to attend a scheduled curriculum review meeting in any non-teaching period pursuant to Article 4.08 of the Collective Agreement. In the Board's view, curriculum review is a matter of workload within Article 4.01 of the Agreement. Accordingly, any dispute in this regard must be dealt with by a Workload Resolution Arbitrator and is beyond the jurisdiction of this Board.

DATED AT TORONTO, this 7th day of May, 1991.



Chairman

See Addendum Attached
College Nominee

"Ron Cochrane"
Union Nominee

ADDENDUM OF R.J. GALLIVAN

I agree that the grievance should be dismissed because it is a workload matter over which this Board lacks jurisdiction. Having come to that conclusion I can agree therefore with neither the appropriateness nor the correctness of the Chairman's interpretation of Article 4.01(6). Read in context, that Article deals only with the calculation of attributed hours for complementary functions which are to be included on an employee's SWF, that is, duties to be performed during the teaching period or the thirty-six weeks in which there are contact hours (see Article 4.01(2)(a)). I am reinforced in this view by Article 4.01(4)(c)(ix) which excludes curriculum review from being SWF'd as an assigned function when it is not of an ongoing nature. It follows that curriculum review meetings which are not of a nature to be SWF'd are not subject to 4.01(6). They are left to fall under 4.08 and as such become subject to the College's right reasonably to require attendance. Otherwise there is no logic in distinguishing between ongoing assigned functions and those which are not ongoing.