

JOHNSON, BOARO, HEYLAND VS NORTHERN, WRA

L. R. Jones B.A.Sc. P. Eng.
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August 23, 1995

Mr. R. J. Gervais
President
Northern College

Mr. L. Lemieux
President Local 653
Northern College

Mr. H. R. Johnson
Professor
Northern College

Mr. P. M. MacLean
Principal - K.L. Campus
Northern College

I enclose my award for the Workload Resolution Arbitration of Professor H. R. Johnson's complaint arising from the change to the start date of the 1995-96 academic year.

The hearing was held on Wednesday August 9, 1995 at the Kirkland Lake Campus.

I am pleased to have been of service.

Yours Sincerely

L. R. Jones
Workload Resolution Arbitrator

WORKLOAD RESOLUTION ARBITRATION

RE: Professor H.R.Johnson's complaint related to the change in starting date for the academic year.

Date of Hearing: August 9, 1995
Location: Kirkland Lake Campus

Present: H.R.Johnson	Professor
R.A.O'Brien	Professor, Local 653 Steward
P.M.MacLean	Principal, Kirkland Lake Campus
L.R.Jones	Workload Resolution Arbitrator

THE COMPLAINT

Professor Johnson's SWF 01.01, issued May 15, 1995, covers the period August 28, 1995 to December 22, 1995. It was issued as the first SWF for the 1995-96 academic year. Professor Johnson contends that the four days from August 28, 1995 to August 31, 1995 are actually part of the 1994-95 academic year, that they constitute days worked in excess of the maximum 36 weeks allowed in the Collective Agreement, and that he is owed compensation for them.

THE HEARING

Professor Johnson had submitted his SWF's for 1994-95 and SWF 01.01 for 1995-96. He also had submitted a written summary of his arguments, a memo from the Workload Monitoring Group, and a copy of a memo from Richard Mason, Chief Steward, to all Faculty stating that the College had agreed to treat August 28 - August 31 as the last week of the academic year. Professor Johnson reviewed his position and also noted that he had taught "Blueprint Reading for Welders" in May for which there had been no SWF and for which he was not seeking compensation. Because the WMG ruled on this matter it can not be considered in this arbitration).

Mr MacLean submitted documents showing Professor Johnson had had his ten days of Professional development and two months vacation (less one week being carried over to next year). He stated that Management's position was that by August 28, 1995, Professor Johnson will have completed all assigned work for 94-95 and will have had his p professional development and vacation.

During the discussion the information emerged that Professor Johnson had taken five days vacation from March 13 to March 17, winter break week. His actual teaching weeks for that period were 15, not the 16 shown on SWF 02.01, which was prepared assuming he would be teaching that week. Thus, his total teaching weeks were 35.

Professor O'Brien pointed out that the question "what is an academic year?" is fundamental, and the contract is clear that it is 10 months.

THE AWARD

This complaint arises from Article 11.01 B1 which limits teaching assignments to 36 weeks for teachers in post secondary programs and states that "The balance of the academic year shall be reserved for complementary functions and professional development." Resolution of the complaint thus depends on the definition of an academic year.

Article 11.03 defines "academic year" as the term is used in the context of the Collective Agreement. It states "The academic year shall be ten months in duration and shall, to the extent it be feasible to do so, be from September 1 to the following June 30..... " This clearly allows a college to start the academic year on another date if it is not feasible to do so on September 1.

It is not in my mandate as a workload resolution arbitrator to determine if the college has violated Article 11.03 in declaring August 28 as the start date of the 1995-96 academic year. I must accept the decision. Those who wish to challenge it must do so under the provisions of Article 32, not Article 11.01 or 11.02.

The consequence of the College's decision with respect to this complaint is that the 1994-95 academic year has been shortened by four days. If these days were taken from teaching and non-teaching days in appropriate proportion, maximum allowable teaching days would be reduced by 3.4 and non-teaching days by 0.6. Since a day in which there is any teaching counts as a whole day, the full four days will be applied to teaching days. It follows that the maximum allowable teaching days for 1994-95 should have been 176.

Professor Johnson's actual assigned teaching weeks in 1994-95 after adjustment for the winter break vacation were 35. This corresponds to 175 days, which is less than the 176 allowable. I therefore must deny Professor Johnson's claim for overload compensation.

Award submitted August 23, 1995

L.R.Jones
Workload Resolution Arbitrator
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August 23, 1995

Mr. R. J. Gervais
President
Northern College

Mr. L. Lemieux
President Local 653
Northern College

Mr. S. Boaro
Professor
Northern College

Mr. P. M. MacLean
Principal - K.L. Campus
Northern College

I enclose my award for the Workload Resolution Arbitration of Professor S. Boaro's complaint arising from the change to the start date of the 1995-96 academic year.

The hearing was held on Wednesday August 9, 1995 at the Kirkland Lake Campus.

I am pleased to have been of service.

Yours Sincerely

L. R. Jones
Workload Resolution Arbitrator

WORKLOAD RESOLUTION ARBITRATION

RE: Professor S. Boaro's complaint related to the change in starting date for the academic year.

Date of Hearing: August 9, 1995

Location: Kirkland Lake Campus

Present:

S.Boaro	Professor
R.A.O'Brien	Professor, Local 653 Steward
P.M.MacLean	Principal, Kirkland Lake Campus
L.R.Jones	Workload Resolution Arbitrator

THE COMPLAINT

On May 17, 1995 Professor Boaro was issued SWF 01.03 to cover the period August 28, 1995 to December 22, 1995. It was the first SWF for the 1995-96 academic year. He argues that the days August 28, 1995 to August 31, 1995 inclusive are properly part of the 1994-95 academic year, that they constitute days worked in excess of the 36 week maximum prescribed by the Collective Agreement, and that he should be compensated.

THE HEARING

SWF's were submitted as follows:

01.02 covering 20 weeks from September 6, 1994 to January 27, 1995. 02.01 covering 16 weeks from January 30, 1995 to May 19, 1995.

01.03 covering 17 weeks from August 28, 1995 to December 22, 1995. Professor Boaro reviewed his position as outlined above. He pointed out that if the new academic year starts August 28, 1995, the "balance" of the previous academic year would be reduced, thus reducing the time available for the complementary functions and professional development contemplated in Article 11.01 B1

Professor Boaro also said that part way through the second term he was required to take winter break week to comply with a previous workload arbitration award, which had arisen from the College's administration of the Social Contract legislation. Subsequent to the meeting I asked for, and received from Mr MacLean, a copy of the relevant Morrison award and a copy of a memo to Professor Boaro dated 1995 02 06 assigning him compensating days off with pay from 1995 03 13 to 1995 03 17).

Mr MacLean stated the College position that Professor Boaro had had his 36 teaching weeks, 10 days professional development and two months vacation. The balance of the year, an unspecified number of days, had been given to complementary functions and the College was not in violation of Article 11.01 or 11.02.

Professor O'Brien expressed the opinion that the College has the right to move the start date of the academic year to August 28, but in so doing it has left four days of complementary functions out of the academic year.

THE AWARD

This complaint arises from Article 11.01 B1, which limits teaching assignments to 36 weeks for teachers in post secondary programs and states that "The balance of the academic year shall be reserved for complementary functions and professional development". Resolution of the complaint thus depends on the definition of an academic year.

Article 11.03 defines "academic year" as the term is used in the context of the Collective Agreement. It states "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....". This clearly allows a college to start the academic year on another date if it is not feasible to do so on September 1.

It is not in my mandate as a workload resolution arbitrator to determine if the college has violated Article 11.03 in declaring August 28 as the start date of the 1995-96 academic year. I must accept the decision. Those who wish to challenge it must do so under the provisions of Article 32, not Article 11.01 or 11.02.

The consequence of the College's decision with respect to this complaint is that the 1994-95 academic year has been shortened by four days. If these days were taken from teaching and non-teaching days in appropriate proportion, maximum allowable teaching days would be reduced by 3.4 and non-teaching days by 0.6. Since a day in which there is any teaching counts as a whole day, the full four days will be applied to teaching days. It follows that the maximum allowable teaching days for 1994-95 should have been 176.

Professor Boaro's assigned teaching weeks for the 1994-95 academic year were 36. Although he did not teach the week of March 13 to March 17, he must be credited for the week because it was assigned as compensating time off. To not credit Professor Boaro with this time would have the effect of nullifying the Morrison award.

Professor Boaro is therefore deemed to have exceeded the reduced maximum of 176 teaching days by four days. I direct the College to compensate him. I leave the College the choice of compensating Professor Boaro by giving him four compensating days off from the 1995-96 teaching days or by paying him in accordance with the formula prescribed in Article 11.01 K4.

Award submitted August 23, 1995

L . R . Jones
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August 23, 1995

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Mr. L. Lemieux
President Local 653
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Mr. G. R. Heyland
Professor
Northern College

Mr. P. M. MacLean
Principal - K.L. Campus
Northern College

I enclose my award for the Workload Resolution Arbitration of Professor G. R. Heyland's complaint arising from the change to the start date of the 1995-96 academic year.

The hearing was held on Wednesday August 9, 1995 at the Kirkland Lake Campus.

I am pleased to have been of service.

Yours Sincerely

L. R. Jones
Workload Resolution Arbitrator

WORKLOAD RESOLUTION ARBITRATION

RE: Professor G.R.Heyland's complaint related to the change in starting date for the academic year.

Date of Hearing: August 9, 1995
Location: Kirkland Lake Campus

Present: G.R.Heyland	Professor
R.A.O'Brien	Professor, Local 653 Steward
P.M.MacLean	Principal, Kirkland Lake Campus
L.R.Jones	Workload Resolution Arbitrator

THE COMPLAINT

SWF 01.03 covering the period August 28, 1995 to December 22, 1995 was issued June 15, 1995. It was issued as the first SWF of the 1995-96 academic year. Professor Heyland argues that the August 28 to August 31 portion of the SWF falls within the 1994-95 academic year and constitutes an overload for which he should be compensated.

THE HEARING

Professor Heyland stated that as of May 19, 1995 he had taught 36 weeks and had completed his teaching assignment for the year. He said he had completed his ten days of professional development and had taken his vacation, except for eight days which he has requested to carry over until next year. He argued that since the academic year is not supposed to start until September 1, 1995 the teaching days from August 28, 1995 to August 31, 1995 should be credited to the 1994-95 academic year. The following SWF's were considered:

01.01 covering 20 weeks from September 6, 1994 to January 27, 1995. 02.02 covering 16 weeks from January 30, 1995 to May 19, 1995.
01.02 01.03 covering 17 weeks from August 28, 1995 to December 22, 1995.

Mr MacLean submitted documents to confirm that Professor Heyland had been granted his ten days of professional development and two months vacation (less ten days to be carried over to next year. It appeared that the ten days was an error and should have been eight). He agreed that Professor Heyland had taught 36 weeks, taken his vacation and professional development days, and stated management's position that the College had met its contractual obligations.

I asked if Professor Heyland had taught through the winter break and was told that he had been scheduled to do so but had been required to take compensating time off to comply with a previous workload arbitration award. (Subsequent to the meeting I asked for, and received from Mr MacLean, a copy of the relevant Morrison Award and a copy of a memo to Professor Heyland assigning him compensating days off with-pay from 1995 03 13 to 1995 03 17).

THE AWARD

This complaint arises from Article 11.01 B1, which limits teaching assignments to 36 weeks for teachers in post secondary programs and states that "The balance of the academic year shall be reserved for complementary functions and professional development". Resolution of the complaint thus depends on the definition of an academic year.

Article 11.03 defines "academic year" as the term is used in the context of the Collective Agreement. It states "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....". This clearly allows a college to start the academic year on another date if it is not feasible to do so on September 1.

It is not in my mandate as a workload resolution arbitrator to determine if the college has violated Article 11.03 in declaring August 28 as the start date of the 1995-96 academic year. I must accept the decision. Those who wish to challenge it must do so under the provisions of Article 32, not Article 11.01 or 11.02.

The consequence of the College's decision with respect to this complaint is that the 1994-95 academic year has been shortened by four days. If these days were taken from teaching and non-teaching days in appropriate proportion, maximum allowable teaching days would be reduced by 3.4 and non-teaching days by 0.6. Since a day in which there is any teaching counts as a whole day, the full four days will be applied to teaching days. It follows that the maximum allowable teaching days for 1994-95 should have been 176.

Professor Heyland's total assigned teaching load for the 1994-95 academic year was 36 weeks. Even though he did not teach during the week of March 13 he must be credited with the time. To not do so would have the effect of nullifying the Morrison Award.

Professor Heyland must be considered to have exceeded by four days the reduced maximum or 176 teaching days. I therefore direct the College to compensate him. I leave to the College the choice of giving Professor Heyland four compensating days from the 1995-96 teaching days or paying him in accordance with the formula prescribed in Article 11.01 K4.

Award submitted August 23, 1995

L.R.Jones
Workload Resolution Arbitrator