

Nov 27 1995

**IN THE MATTER OF A WORKLOAD ARBITRATION**

**BETWEEN**

**SHERIDAN COLLEGE AND PROFESSOR MIKE BOAM (OPSEU LOCAL 244)**

**BEFORE**

**WORKLOAD RESOLUTION ARBITRATOR WALLY MAJESKY**

**APPEARANCES FOR THE UNION:**

**PROFESSOR MIKE BOAM  
(OPSEU LOCAL 244)**

**PROFESSOR NORM SIBBICK  
(PRESIDENT, OPSEU LOCAL 244)**

**PROFESSOR MIKE WALSH  
(OPSEU LOCAL 244)**

**APPEARANCES FOR THE COLLEGE:**

**BARB MARSHALL  
CHAIR  
FACULTY OF BUSINESS AND  
COMMERCE**

**JAN THOMPSON  
DEAN  
FACULTY OF COMMUNITY AND  
HEALTH SERVICES**

**BOB LEWIS  
D I R E C T O R   L E A R N I N G  
TECHNOLOGIES**

**ROSALIE SPARGO  
ASSOCIATE DIRECTOR OF  
HUMAN RESOURCES**

**COMPLAINANT:**

**PROFESSOR MIKE BOAM  
FACULTY OF BUSINESS AND  
COMMERCE**

**HEARING HELD:**

**SHERIDAN COLLEGE  
OAKVILLE, ONTARIO  
NOVEMBER 1, 1995**

Professor Mike Boam presented his case with the assistance of Professor Norm Sibbick (OPSEU Local 244 President), and Professor Mike Walsh (OPSEU Local 244).

In his opening statement Professor Boam presented the following case:

"It is my contention that the workload assigned to me for the May-June 1995 period constitutes involuntary overtime for me to complete that work. The S.W.F. does not credit the necessary work normally expected and done by a professional teacher and documents only additional duties. Taking together both the normal required work and the additional assigned results in an accumulation of workload hours beyond the limits of our contract.

Following is the calculation of my workload"

1) Normal Duties during May - June Period

a) Student Related Activities as follow-up to Semester 2:

- . marking and grade tabulations
- . administering late and missed assignments
- . evaluating late assignments
- . assessing student evaluations
- . assisting students with resumes and reference letters

b) Professional Updating Activities:

- . professional development, 10 days as stipulated in collective agreement

for updating knowledgeable/skills

- Sheridan Professional Development days

c) **Program Related Activities:**

- analysis and evaluation of curriculum and it's delivery across 1st and 2nd years
- course meetings
- meetings with other faculty and sharing of resources
- P.A.C. meetings
- curriculum development - research involving publisher communications, library/video resources, catalogues, journals, newsletters, texts
- course outlines - Revisions/New
- ongoing development of new assessment strategies

d) **Departmental Activities:**

- faculty meetings

e) **College Activities:**

- General Education and Generic Skills Meetings

f) **Administration:**

- **Filing and general office maintenance**

**Total time required for normal duties during May - June period is 7 weeks. The normal duties therefore already exceed the time available in the May-June period and have normally been accomplished in part by evening and week-end work.**

**Note 1:** Additional work that enhances the quality of courses, programs and the college, never appears on a S.W.F.

**These include, but are not limited to:**

- **working with students with a variety of special needs**
- **preparing courses and outlines with an inadequate turn-around time between semesters**
- **monitoring sessional and part-time faculty to ensure consistent, cohesive and effective curriculum development and delivery**
- **involvement with college wide initiatives such as PACS, CSAC, Gen. Ed., Skills, etc.**

2) **Additional Work Assigned by 3rd SWF**

a)	Additional Teaching hours - 24	(6 hrs x 4 wks)
b)	Additional preparation hours -	22.40 (5.60 hrs x 4wks)
c)	Additional Eval. Feedback hours -	28.80 (7.20 hrs x 4 wks)
d)	Additional Complementary hours -	20 (5 hrs x 4 wks)
e)	Additional Complementary hours -	36 (9 hrs x 4 wks)

---

**Total: 131.20 hours**

**Total overtime for additional duties is therefore 131.2 hours.**

**NOTE 2:** There is a problem of no preparation time allowed prior to the commencement of the teaching duties assigned in the 3rd SWF.

**NOTE 3:** Because the teaching assigned in the 3rd SWF has to be delivered in a compressed time period (i.e. - 6hrs./week Instead of 3hrs./week) the course had to be re-organized to allow students time to complete assignments. This is further reason that adequate preparation time should be allowed.

**PROPOSED RESOLUTION:**

Therefore, I am claiming for overtime work as follows:

for: Duties assigned by 3rd SWF -	131.20 hours
Preparation time prior to commencement of teaching including course meetings	10 hours
Total Overtime hours claimed	141.20 hrs.

The College's response was as follows:

Under article 6.01 of the Collective Agreement, the College has the exclusive right to manage the college which includes issues such as:

- . the right to plan, direct and control operations and to determine the scheduling and assignments and work.

Furthermore, the College is contending that they (the college) informed the union (OPSEU Local 244) that the college was going to prepare and assign 3rd SWF so as to bring the cumulative total of weeks recorded on a SWF for an individual teacher within a twelve (12) month period, to thirty-six weeks as stipulated in the Collective Agreement.

**Therefore, the College asserts that Sheridan College has the exclusive rights to determine what work needs to be done and then assigns this work to individual teachers. The College then subsequently records and credits this work assigned to a teacher against a SWF for that teacher.**

**And, therefore the College denies any claim for overtime and further overtime claims are not supported by provisions of the Collective Agreement (i.e.,) article 11.01 J(2) & article 11.01 K(4).**

**And, therefore the College has no authority or jurisdiction to award overtime.**

**In addition, the College further disagrees and argues that any activities or work that flows out of Semester II is already accounted and acknowledged in the actual 2nd Semester SWF and therefore cannot be claimed for overtime and the College states that the teacher is actually double counting or claiming the same work as overtime.**

**Moreover, the College is arguing that all the preparatory time for the Fall is already accounted for and acknowledged in the Fall Semester SWF, once again creating a situation whereby the teacher is double counting the same hours and claiming for overtime.**

**Finally the College goes on to argue that college teachers have more than ample time after the 2nd Semester to do all the academic work activities that teachers claim to be overtime**

**and the College claims that there are approximately 7 weeks over and above the 36 week workload to do all the pertinent activities that teachers are claiming as overtime as well as teaching the 3rd May/June Semester SWF.**

**In reviewing both arguments I do not dispute that the college has the right to assign a total workload as stated in article 11.01 B1.**

**Having acknowledged that and more to the point, Sheridan College has never historically or by past practice assigned a 3rd SWF or a 3rd Semester during the period of May/June and this period has always been a non teaching period. This is recognized in part by the Chair Operations Committee in their January 1, 1995 memo entitled, *Academic Calendar for Full-Time College Programs* which states,**

**"Time is needed between semesters in order to:**

- . to be certain that students have prerequisites for courses**
- . to permit time for students to see their results before deciding on a new program or course selection and arranging special time tables**
- . to give time for having promotion meetings each semester**
- . to give time for group meetings to reflect on results of past term**

- . to provide time for post admission assessment, college wide orientation activities especially when a large number of new classes start in September and January.

Thus, there is a recognition on the part of the College that within the time between semesters such as the May/June period, there are very specific academic activities that teachers actually perform.

The second key part of the teachers' activities during the May/June period is what is called the preparatory and preparation time that is needed to get teachers ready for both the Fall and Winter Semester.

Sheridan teachers refer to these activities as "macro preparation", knowing full well that the word "macro preparation" is not acknowledged or reflected within the Collective Agreement. Regardless of this omission, the hard cold facts are that the teachers at Sheridan College are involved in some very specific time consuming academic activities as they prepare for the Fall and Winter Semesters and As the Workload Resolution Arbitrator, I acknowledge and accept the union's (teachers) argument that there is extensive preparatory work involved that has to be done in order to prepare the teacher for the Fall and Winter Semesters.

Quite frankly, I do not want to get into a semantical argument on whether this preparatory work is micro or macro preparation. The reality is that preparatory work is a key and

**integral part of each teacher's academic workload, but the preparation work is not some undefined function. Clearly the preparatory work entails the following:**

- . course outline, development, preparation, revision and adaptation of course material**
- . curriculum research**
- . research and review of audio visual and text book sources**
- . consultation with fellow colleagues which produces the following results: the curriculum is delivered in a constant cohesive manner and that the curriculum is both effective from a development/delivery mode.**

**Lastly, because the 3rd SWF was to be delivered in a compressed period (i.e.,) 4 weeks, this created a situation that forced teachers to reorganize many courses in order to enable students to complete these assignments within these compressed time frames.**

**After listening to both arguments, I think the union's argument (and in particular Professor Boam's argument) is a more compelling one because the 3rd SWF clearly infringes upon and seriously undermines the work that Professor Boam has historically done during this non teaching period.**

**Furthermore, I do not think there is any dispute with the fact that the College can assign work over a 36 week period and that the workload cannot exceed 44 hours a week.**

However, within this context the College interprets this as to mean that they can assign a 3rd SWF during this 36 week period and that the 3rd SWF cannot be deemed to be overtime.

However, since the 3rd SWF seriously impedes and restricts the functions that historically have been completed during the May/June period i.e., all the activities, academic and student related activities that normally follow as a result of the completion of the 2nd Semester and the course and program preparations that have to be completed in order to prepare each teacher for the Fall/Winter and Winter Semesters. **Therefore, all this time can in fact be attributed as overtime because this time is now in the time frame of the 3rd SWF during the May/June period.**

Clearly a teacher cannot teach a 3rd May/June SWF as well as performing all the tasks that are necessary and relevant for the 2nd Semester as well as the Fall/Winter Semester.

After hearing all the evidence, I do not accept the College's argument because I have not heard any compelling or historical evidence to substantiate the College's argument that would convince me that a college teacher can effectively teach a 3rd Semester (May/June), as well as performing all the academic activities that have to be performed as a follow up to the 2nd Semester as well as preparing for the Fall/Winter Semester.

Clearly, there are two options:

1. One option is to pay the teachers overtime for actually teaching the 3rd Semester May/June

or

2. The second option would require the College to pay the teachers for the hours that they put in re: their academic activities that flow out the 2nd Semester and the preparatory work for the Fall/Winter Semester

or a combination/or portion of both options.

Before I hand down my ruling, just an observation. I think the entire question of introducing a 3rd SWF is not driven by something called 'The Quality of Teaching' or by the 'recognition of the professionalism' of Sheridan College teachers and everything that entails.

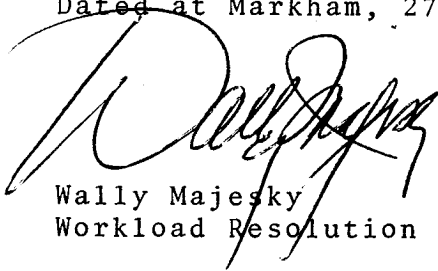
It would seem that the introduction of 3rd SWF's has much more to do with 'economics' and/or the "funding" of Sheridan College than it has to do with the quality and professionalism of teachers. However, I am sure that will play itself out at some point in the not too distant future and for all intents has no specific bearing on the merits of this workload arbitration.

Therefore, I award Professor Boam the sum of \$2013.00 which is based upon awarding him 33 hours of overtime at the approx. overtime rate of \$61 @ hour or the overtime rate of 1/10 of 1% of Professor Boam's current annual salary as set out in article 11.01 J(2) or whatever sum is more accurate. Furthermore, that sum is to be paid on the issuance of this

award.

In conclusion, I remain seized of the jurisdiction to further deal with this matter in the event the award is not implemented by the college.

Dated at Markham, 27 November 1995

A handwritten signature in black ink, appearing to read 'Wally Majesky', written over the typed name.

Wally Majesky  
Workload Resolution Arbitrator