

Dec. 24, 2003

**IN THE MATTER OF AN ARBITRATION
BETWEEN
ALGONQUIN COLLEGE
(Herein after referred to as "the College")**

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
FOR ACADEMIC EMPLOYEES LOCAL 415
(Herein after referred to as "the Union")**

**Workload Dispute of
Robert Kamins**

**WORKLOAD RESOLUTION
ARBITRATOR:**

Tanja Wacyk

APPEARANCES:

FOR THE UNION:

**Patrick Kennedy, 1st Vice-President, Co-Chair of the
WMG
Doug Brandy, President
Lisa Shaw-Verhoek, Faculty Union and member of
WMG
Robert Kamins, Complainant**

FOR THE COLLEGE:

**Chris Warburton, Vice-President, Student Life and
Human Resources
Claude Brulé, Chair Computer Studies
Rick Reid, Dean, School of Hospitality and Tourism,
member of WMG
Morris Uremovich, Dean, School of Advanced
Technology, Co-Chair of WMG (by teleconference)**

DATE OF HEARING:

December 23, 2003

LOCATION OF HEARING:

Toronto, Ontario

AWARD

Background:

Professor Kamins teaches in the Computer Science Faculty at Algonquin College. His complaint is that over the last several years he has been routinely assigned more than six sections. In this instance, for the Winter 2004 term, Professor Kamins has been assigned a total of 8 classes – two different course preparations and six different laboratory sections. He has withheld his agreement to teach any additional classes over six.

The eight courses are structured to give Professor Kamins two separate groups of students. It is anticipated there will be 65 students in one group and 41 in the other. Each group will have a main theory class, and then is broken into the six different labs with projected student numbers from 1 to 23.

Article 11.01 D 2 of the Collective Agreement governs this situation. That Article states that 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.

The issue in this arbitration is whether Professor Kamins unreasonably withheld his agreement to teach the additional two labs.

The Union's Position:

The Union and Professor Kamins submit that in assigning Professor Kamins a total of eight classes, the College has acted unreasonably. The Union maintains that the two additional labs increase Professor Kamins' workload by one third.

The Union argued that Article 11.01 D 2 is one of a number of subarticles in Article 11, that set parameters on teachers' workloads. The Union maintained that if the College wants to change these parameters then it should do so at collective bargaining.

The Union also relied on data from the CAAT Academic Workload Trend Analysis for 1996-97 to 2000-01, which showed that the average number of course sections taught per professor for the Winter term was 4.2. The 2000-01 CAAT Academic Workload Survey also indicated similar numbers and recorded the average number of courses as 4.2 and 4.3 in the fall and winter terms respectively. For Algonquin College, the average for the Winter 2001 term was shown to be 4.1 course sections.

Consequently, the Union argued that Professor Kamins' course load is double the College averages, and is one third higher than the maximum set out in Article 11.01 D 2.

The College's Position:

The College indicated that the computer labs cannot accommodate all of the students in the core courses and consequently, the larger class is broken up into smaller lab sections where the same material is presented. According to the College, this also provides Professor Kamins with sufficient time to address all the students' questions.

The College maintained that Article 11.01 D 2 anticipates exceptions where it is appropriate to exceed six sections, and the issue is simply whether Professor Kamins has unreasonably withheld his voluntary agreement.

In this instance, the College pointed out that when Professor Kamins' entire workload is considered, he still comes within the parameters of Article 11. The College pointed out that his anticipated total workload is 38.14 total hours per week, and not the one third higher suggested by the Union. Consequently, the College argued that to remove two lab sections would leave Professor Kamins with less than two thirds of the regular workload.

With regard to the averages quoted from the CAAT Academic Workload Trend Analysis and Survey, the College submitted that teaching loads vary significantly for various reasons, and that the decision in this case should be determined on its particular facts.

The College maintained that it was not attempting to amend the Collective Agreement, as an amendment was not required. Rather, the College argued that Article 11.01 D 2 provides the flexibility to address circumstances such as this.

Response:

Professor Kamins, in response, conceded that the appropriate solution was not to have larger labs, as this would be detrimental to the one-on-one relationship with the students. However, he submitted that there was no reason why the professor responsible for the theory class has to be responsible for all the associated labs. He pointed out that he has taught labs for other professors in the past.

The Union also pointed out that Professor Kamins was only objecting to the number of courses he has, and that he would not be opposed to the College adding complementary hours up to the maximum of 44 total hours, if one of the goals is the maximization of the SWF.

Analysis:

Article 11.01 D 2, while establishing the norm of four different course preparations or six different sections, clearly anticipates circumstances where an assignment greater than the norm would be appropriate. In those instances, the Article requires the teacher to agree unless there are rational and reasonable reasons not to.

In this instance, the primary reason Professor Kamins objection to the two additional labs appears to be that they were in excess of the norm set out in Article 11.01 D 2, and the averages as reported in the the CAAT Analysis and Survey.

While these norms and averages attract some weight, I am persuaded by the College that assigning Professor Kamins the two additional labs is reasonable, given the pedagogical reasons for doing so. This is particularly the case given that his resulting workload will total 38.14 hours – well below the 44 hour maximum set out in Article 11.01 B 1.

Furthermore, the Union has failed to convince me that Professor Kamins agreement was reasonably withheld.

Determination:

I find that Professor Kamins agreement to teach the additional two labs was unreasonably withheld.

DATED AT TORONTO, THIS 24TH DAY OF December 2003.

“Tanja Wacyk”
Arbitrator