

WIECHULA VS GEORGE BROWN COLLEGE

IN THE MATTER OF WORKLOAD ARBITRATION

BETWEEN:

GEORGE BROWN COLLEGE  
(THE EMPLOYER)

AND:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(THE UNION)

AND IN THE MATTER OF THE GRIEVANCE OF DAMIEN WIECHULA

ARBITRATOR:

Eric W. Lord

FOR THE COLLEGE:

Dean J. Ross

Dean J. Drennan

Co-chair, Workload Monitoring Group

Faculty of Science and Technology

FOR THE UNION:

Professor D. Wiechula

Professor T. Tomassi

Complainant

Co-chair, Workload Monitoring Group

Professor Wechula gave a brief history of how time for the mathematics course currently numbered 2007, previously numbered 236, had been reduced over the past few years to what was now considered the bare minimum. The current course outline, prepared by faculty in conjunction with program advisory people had only been approved in June 1994 with credit hours of 48, i.e. 3 hours per week for 16 weeks.

His first complaint is that he is now expected to teach this course in 32 hours, i.e. 2 hours per week for 16 weeks, and that he cannot possibly cover all the material contained in the course outline.

In discussion with his chair he had asked if there would be any reduction in content and had been told that any change to the course outline would have to be done in the Fall.

His second complaint was the doubling of class size for Math 1025 (previously Math 166) which would result in less time being available per student in class and consequently more students would be requiring assistance outside of class hours. He claimed that by doubling the class size the college saves 4.8 hours of workload and that it would be reasonable to give him two of these hours as additional attributed hours. Professor Wiechula also stated that as the 44 students are two separate sections elsewhere in their program they should be counted as two sections on his S.W.F. and further if 'Union' counts as a section it would result in seven sections which is beyond the Collective Agreement limit of six sections.

Dean Jim Drennan responded in the absence of the departmental chair. He gave a brief history of the financial deficit necessitating the reduction of teaching hours and a comparison of program hours devoted to mathematics at George Brown with the college system as a whole. He referred to the class definition for Professor in the Collective Agreement and stated that a professor was solely responsible for the design and content of a course. Although Article 6 of the collective Agreement gave management the right to dictate what would be removed from the course he would prefer that teaching faculty should decide what should be removed.

Dean Drennan stated that the Collective Agreement had been followed with respect to the number of Sections and that the formula allowed for additional evaluation and feedback hours for the increased number of students.

In rebuttal Professor Wechula agreed that faculty were free to reduce the content of the course to fit the 32 hours allowed but this would be inconsistent with the course outline to be provided to the students.

For the Union, Professor Tom Tomassi agreed that there had to be major shifts in program hours because of financial realities. However, his concern was that Math 2007 with a course outline requiring 48 hours of teaching was expected to be taught in 32 hours which is impossible. He also stated that the formula provided on the S.W.F. by the Collective Agreement was not designed to accommodate the doubling of class size.

With respect to "Union" on the S.W.F. under the heading of 'course' there had been agreement between the College and the Union Local on how purchased hours should appear on the S.W.F. Professor Tomassi undertook to seek the actual wording in this agreement.

For the College, Dean Jim Ross stated that students learn in different ways and that Faculty have a responsibility to rethink the presentation of classroom materials and to change the learning process.

Following the formal presentations discussion took place and the following agreement between the parties was made:

"That Professor Wiechula contact the other professors teaching Math 2007, with the College facilitate such contact, and arrange for a meeting to discuss and decide what material shall be deleted from the course outline. Such new course outline shall be approved by the Dean of Science and Technology, printed and be available for distribution to the students by the commencement of classes in September.

Further, Professor Wiechula shall record such time spent on arranging such a meeting, the day of the meeting, and for arranging for the amended course outline to be printed etc. Such time to be re-imbursed either in pay or in equivalent time-off."

The above agreement thus becomes my ruling in respect of the first complaint.

With respect to the second complaint I find that the College complied with the requirements of the collective Agreement. If the Union feel that the formula is inadequate then this should be dealt with when negotiating changes to the Collective Agreement.

In light of the wording contained in the Memorandum to Chairs, jointly signed by officials of the College and the union, issued on March 31st, 1992, the instructions of which contain the phrase "Create a Course Program and Section" I rule that Professor Wiechula is correct in his claim that 'Union' on the S.W.F. should be counted as a Section.

DATED AT Mississauga, 27 July, 1995

signed "E. W. Lord"  
Workload Resolution Arbitrator

COLLEGE WORKLOAD MONITORING GROUP  
c/o 344 DUPONT ST., SUITE #101, TORONTO, ONTARIO M5R 1V9  
TELEPHONE 968 2155 /FAX 968 3978

#### MEMORANDUM

TO: Academic Chairs

FROM: Peter Chiasson, Co-Chairperson, C.W.M.G.  
Martin Kerman, Co-Chairperson, C.W.M.G.

DATE: March 31st., 1992

RE: S.W.F. PREPARATIONS OR REVISIONS

The following information should clarify the procedures:

- 1.) When revisions to S.W.F.'s are necessary. (All Faculty).
- 2.) When authorized teaching hour reduction for union purchased and authorized activities, are to appear S.W.F.'s. - (Only affects faculty who have time off for authorized union activities).

REVISION S.W.F.'S (REFERS TO ALL FACULTY WHO RECEIVE A Revised S.W.F.)

Once the academic chair and the faculty member have signed the original S.W.F., you must revisit the S.W.F. in the computer and enter the date signed and the decision the faculty made as to the acceptability of the S.W.F. This step is very important, as it sets up the program to automatically print revisions each time the change is made to a S.W.F.

AUTHORIZED TEACHING HOUR REDUCTION FOR UNION PURCHASED AND AUTHORIZED ACTIVITIES -(REFERS ONLY TO FACULTY WHO HAVE AUTHORIZED TIMEOFF AS PER COLLEGE/UNION COMMITTEE)

When faculty in your department are given time for union activities, you will receive notification from College/Union committee stating the number of teaching and/or complementary hours they are to receive. The faculty member is to receive a reduction in complementary hours, simply indicate this in the complementary functions section of the S.W.F., as you have done in the past. However, if the faculty member is to receive a reduction in teaching hours, these hours must show in the top portion of the S.W.F. In the past, faculty have been told this cannot be done. However, after consultation with Winston Cheung of the Computer Services Department, he has assured us that it can be done. The following is the procedure to follow:

Create a course, program and section,

COURSE Union 100 PROGRAM UN100 SECTION 1

Fill in the number of credited teaching hours in the Assigned Teaching Contact Hours column.

Fill in the letters NO In the Preparation Type column.

Finally, fill in at least the number one as a class size, followed by the letters CO as an evaluation type.

Fill in the numbers .00 as a evaluation factor,

SAMPLE: **NOTE TO READER: The sample graph was not successfully reproduced to this format. Please see original hard copy.**

Hoping this clarify the above two issues, however, if you should continue to encounter problems with the S.W.F. program on these or any other issues, please do not hesitate to contact either of the undersigned,

Peter Chiason, Co-Chairperson, C.W.M.G.

Martin Kerman, Co-Chairperson, C.W.M.G.