

**Comparison of Workload Task Force Recommendations and the Colleges' Final Offer**

<b><u>Workload TaskForce Recommendation 1: Flexibility (Modified Workload Arrangements)</u></b>	<b><u>Final Offer Application to TaskForce Recommendation 1: Flexibility</u></b>
<p>In order to meet the needs of specific programs the workload formula set out in Article 11 may be amended in any academic year with the consent of the faculty member(s) and the consent of the local union. The consent of the union may not be unreasonably withheld. If the union refuses to consent, the College may refer the matter to the WRA who shall commence proceedings within two weeks. If the WRA determines that the withholding of consent is unreasonable the application of the formula in that specific program shall be amended as agreed to by the affected faculty members and academic managers.</p> <p>i) The total workload of any participating teacher under the modified workload should not exceed his or her workload in the preceding academic year.</p> <p>ii) In determining whether the Union's denial of consent to the requested modification is reasonable the WRA shall be guided by those goals and factors set out in the Workload Pilot Agreement dated June 28, 2006. The WRA may also consider any other factors she/he deems appropriate.</p> <p>iii) If the Union does not indicate that it objects to the alternate workload arrangement within 5 days of the receipt of the workload document, the matter will be considered to have been settled. (The parties will negotiate a specific time limit. We have simply chosen 5 days modelled on 11.02.E.2.)</p> <p>iv) In determining reasonability regard may be had to the total percentage and total number of faculty working under modified workloads at the institution. The parties may wish to negotiate appropriate maxima, or "caps", as an alternative.</p>	<p>11.09 A 1 (New) In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union.</p> <p>11.09 A 2 (New) In order for a Modified Workload Arrangement to be implemented, at least two thirds (2/3) of the teachers involved and their manager must agree. Teachers not in agreement must be given the option of having the regular provisions of Article 11 apply to their workload assignment.</p> <p>11.09 A 3 (New) No more than 20% of the full-time teachers at a College may be participating in Modified Workload Arrangements at the same time.</p> <p>11.09 A 4 (New) The Modified Workload Arrangement may apply for any period of assignment, but no longer than the life of the collective agreement. Each Modified Workload Arrangement will have a start and end date.</p> <p>Workload Limit Protections</p> <p>11.09 A 5 (New) For clarity, the workload limits contained in 11.01 K 1, 11.01 K 2 and 11.01 K 3 shall apply to Modified Workload Arrangements established under Article 11.09.</p> <p>If the Modified Workload Arrangement extends beyond an academic year, the limits of 11.01 K will be cumulative over the length of the Plan and 11.01 K 4 will not be applied unless the cumulative limits are exceeded.</p> <p>11.09 A 6 (New) The Modified Workload</p>

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<p>v) Assuming the agreement of the College and Union local, if two thirds of the faculty members in the department/program agree to the modifications, the proposal may go forward so long as the dissenting members have the opportunity to not participate in the modified workload plan.</p> <p>vi) All of the provisions of Article 11 except those specifically modified by the agreed to plan shall apply to the modified workload.</p> <p>vii) The parties may agree to modifications that are limited to one semester or extended to the academic year. The parties may also agree to modifications that are for two or more academic years or for the life of the collective agreement.</p> <p>viii) Any dispute as to whether the modifications agreed to are in fact being followed must be referred to expedited arbitration.</p> <p>ix) Workload assigned in this article requires documentation that includes details of the assigned workload, a copy of which is forwarded to the union local.</p>	<p>Arrangement shall document the details of the proposed workload assignments and schedules and shall be provided to the teachers and to the Local Union. It shall specify what provisions of Article 11 will not apply to the Modified Workload Arrangement, the start and end dates, the total teaching contact hours, and total contact days assigned to each teacher during the period. If the Local Union does not indicate in writing within five (5) days of the receipt of the documentation that it does not consent to the Modified Workload Arrangement, the Union will be considered to be in consent.</p> <p>11.09 A 7 (New) If the Union does not consent the parties will meet within three (3) days to discuss the matter. Failing resolution, the College may refer the matter directly to a WRA.</p> <p>11.09 B 1 (New) The WRA shall commence to hear the matter within seven (7) days of the referral of the matter and will issue a decision within three (3) days of the hearing. The Union will be a party at such a hearing.</p> <p>11.09 B 2 (New) The provisions of Article 11.02 F shall apply except as modified herein.</p> <p>11.09 B 3 (New) In determining whether the Union's refusal to consent to the Modified Workload Arrangement should be upheld the WRA may consider any one or more of the following factors along with any other factor the WRA deems appropriate.</p> <ul style="list-style-type: none"> <li>• whether it enhances or diminishes the quality of learning for students.</li> <li>• whether it may lead to improvements in teaching and learning.</li> <li>• whether it leads to a reduction in the use of part-time staff and better usage of full-time teachers.</li> <li>• whether it distributes work equitably amongst participating teachers.</li> <li>• whether it may lead to greater satisfaction with workload assignments than the regular</li> </ul>
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	<p>workload formula.</p> <ul style="list-style-type: none"> <li>• whether it would be an efficient workload assignment process.</li> </ul> <p>11.09 B 4 (New) If the WRA concludes the Union should have consented to the Modified Workload Arrangement the Modified Workload Arrangement may be implemented.</p>
<p><b><u>Workload TaskForce Recommendation 2: Evaluation</u></b></p> <p>We recommend that for each program and/or course the evaluation methods be set in a consultative process by the affected faculty as a group and the academic manager and with the manager’s approval placed in the course outline. All teachers are to abide by that outline. Any disputes between the faculty and the manager emerging from that consultative process are to follow the normal dispute resolution procedure, i.e., the WMG and the WRA.</p>	<p><b><u>Final Offer Application to TaskForce Recommendation 2: Evaluation</u></b></p> <p>11.01 E 3 (New) Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs. If only one teacher is assigned to a program, that teacher shall be deemed to be “the group” for purposes of this Article.</p> <p><b>11.02 A 6 (a)</b> In the event of any difference arising from the interpretation, application, administration or alleged contravention of 11.01, 11.02, <b>or 11.09</b>, a teacher shall discuss such difference as a complaint with the teacher's immediate supervisor. (...)</p> <p>Failing settlement of such a complaint, a teacher may refer the complaint, in writing, to the WMG within seven days of receipt of the immediate supervisor's reply. The complaint shall then follow the procedures outlined in 11.02 B through 11.02 F.</p>
<p><b><u>Workload TaskForce Recommendation 3: Out-Of-Class-Assistance</u></b></p> <p>We recommend that the parties negotiate a mechanism to address concerns over increased time needed for out-of-class student assistance when the total number of students taught reaches levels above the</p>	<p><b><u>Final Offer Application to TaskForce Recommendation 3: Out-Of-Class-Assistance</u></b></p> <p>11.01 F 2 (New) The attribution of four hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in his/her total course load. When a teacher who has</p>

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<p>norm. We have adopted the concept of total number of students as the most workable basis for such a mechanism. To accomplish this mechanism, the parties should negotiate the following components: namely, a threshold number based on the total number of students taught that would reflect the existing notional four hours of out-of-class assistance now provided, and an escalator that would provide additional hour(s) for student assistance under complementary function.</p>	<p>more than 260 students in his/her total course load considers that he/she will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with his/her supervisor. Possible means of alleviating the concern should be considered such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.</p>
<p><b>Workload TaskForce Recommendation 4: Professional Standards and Relationships</b></p> <p>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom.</p> <p>We also conclude that collegiality, academic freedom and professional development are important objectives in any college system <u>and our recommendations have taken these objectives into account (pg22).</u></p>	<p><b><u>Final Offer Application to TaskForce Recommendation 4: Professional Standards and Relationships</u></b></p> <p>11.01 E 3 (New) Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers, as a group. Normally, the group will consist of the teachers working within the affected program. The group may consist of teachers teaching a course that is being taught across programs.</p> <p>If only one teacher is assigned to a program, that teacher shall be deemed to be "the group" for purposes of this Article.</p> <p>11.01 F 2 (New) The attribution of four hours of out-of-class assistance for students may not be sufficient where a teacher has unusually high numbers of students in his/her total course load. When a teacher who has more than 260 students in his/her total course load considers that he/she will not have sufficient time to provide appropriate levels of out-of-class assistance, the teacher will discuss the issue with his/her supervisor. Possible means of alleviating the concern should be considered such as additional types of assistance being provided or additional hours being attributed. Failing agreement on how to best manage the situation the teacher shall be attributed an additional 0.015 hour for every student in excess of 260.</p> <p>11.01 H 4 (New) The employee may be</p>

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	<p>reimbursed for costs associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.</p> <p>11.09 A 1 (New) In order to meet the delivery needs of specific courses or programs, Modified Workload Arrangements may be agreed on instead of the workload arrangements specified in Articles 11.01 B 1, 11.01 C, 11.01 D 1 through 11.01 F, 11.01 G 2, 11.01 I, 11.01 J, 11.01 L, 11.01 M, 11.02 A 1 (a), 11.02 A 2, 11.02 A 3, 11.02 A 4, 11.02 A 5 and 11.08. A Modified Workload Arrangement requires the consent of the teacher(s) involved and the consent of the Local Union.</p> <p>11.09 A 2 (New) In order for a Modified Workload Arrangement to be implemented, at least two thirds (2/3) of the teachers involved and their manager must agree. Teachers not in agreement must be given the option of having the regular provisions of Article 11 apply to their workload assignment.</p> <p><b>Article 20 – Professional Development Leave (Agreed to Item)</b></p> <p>20.02 To that end, each College will grant a minimum of two percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than six years, and an additional one percent of fulltime members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than 15 years, to be absent on professional development leave at any one time in accordance with the following conditions: (...)</p> <p>(v) the salary paid to the employee will be based on the following scale: 55% of the employee's base salary increasing by five percent per year after six years of employment with the College concerned to a maximum of 70% <b>80%</b> of the employee's</p>
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	<p>base salary after nine <b>eleven (11)</b> years. It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period exceeds the amount of the employee's base salary. The amount and conditions of payment will be pro-rated for shorter leaves.</p>
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