

# UGFA

## Workload and the Collective Agreement

Page 1 – Workload and the Collective Agreement

Page 3 – Status of UGFA Grievance on Chair's Compensation

Page 3 – Open Meetings to Discuss Workload and you

Page 4 – 2009-2010 Executive

Page 4 – UGFA Staff

Several Members have contacted the Association regarding their teaching assignments and teaching workloads. The following Q&A items are intended to provide some perspectives on this topic, and to discuss the interpretation of the relevant clauses in the Collective Agreement.

**Q.** “How much advance notice should I be getting, with respect to my assigned courses?”

**A.** In the Article “Faculty Member Rights and Responsibilities”, the Agreement states that “The Dean, or designate, on the recommendation of the Chair, shall confirm the Member's assigned teaching, including distance education courses, in writing at least twelve months in advance of the commencement of the assigned teaching.”

This means, for example, that Members should now (June 2009) know their assignments at least as far forward as the Fall 2009, Winter 2010, and Summer 2010 sessions. Certainly, many departments have been very conscientious about scheduling teaching well in advance. However, if you have not been receiving adequate notice of your teaching assignments, please let the Association know.

It is good practice for the Chair (or designate) to meet with each faculty member at least once a year, to ask about teaching preferences, although one recognizes that not all preferences can necessarily be accommodated.

**Q.** “I was all set to teach my fourth-year seminar course last winter - and then they told me, late in December, that the offering had been cancelled, due to low enrollment! Can they do that?”

**A.** Several Members have recounted similar experiences. The simple answer would be, No; but, as usual, it's not quite that simple. The Collective Agreement states that “Any change in a Member's assigned teaching, made less than twelve months in advance of the commencement of assigned teaching, shall take place only when a significant change in circumstances has occurred, and in consultation with the Member.” OK, so what constitutes a “significant change in circumstances”?

This wording has not yet been put to the test by a Grievance; ultimately, it might have to be interpreted by an Arbitrator. Certainly, no-one would dispute that the unexpected resignation or serious illness of an instructor presents a valid emergency that **may** require the juggling of teaching assignments. These changes have to be worked out “in consultation” with the Members affected. “Consultation” does not mean that the Member has veto power, because we recognize that, in extremis, a course **may** simply have to be assigned. The Collective Agreement acknowledges that a “Faculty Member's teaching assignments **may** vary from year to year in recognition of the needs of the University ...”, so a reasonable approach, if a course has to be assigned on an emergency basis, would be to offer some compensatory relief in a subsequent semester. If such a deal is broached, make sure that you get it set down on paper!

In our opinion, the wording “significant change in circumstances” refers to situations that could not reasonably have been anticipated or planned for. We do not accept that poor enrollment management or bad budget planning by a College falls into that category. Enrollment in a particular course is not entirely an “externality”, driven by student demand and beyond the University’s control. The University can manipulate course enrollment via scheduling decisions , student counselling strategy, advertising, etc.

**Q.** In winter 2008, I taught a course with 212 students. This past winter, I had 315 students in the same course! Does the University have the right to increase my teaching load like that?

**A.** This issue has to be considered in the context of the Member’s overall assigned responsibilities and Distribution of Effort. There is no specific requirement that Management ask a faculty member’s permission, or even inform them, when the enrollment “cap” on a course is increased, but we certainly think that it is good practice to do so. A Letter of Understanding on Teaching Workload Norms forms part of the Collective Agreement. It states that “for the duration of this Agreement, the teaching workload norms in Departments shall be no more than those in effect as of the date of this Agreement.” The Association believes that increases in student numbers potentially infringe on that commitment. All other factors being equal, an increase in student numbers would mean increased workload. However, many factors have to be considered in estimating a unit’s teaching workload norms, such as:

- changes in the instructor complement (faculty, sessionals, etc.);
- availability of teaching assistants;
- the standard of instructional effort expected.

Certainly, one way for an instructor to deal with the potentially increased workload represented by an enrollment surge is to change the structure and implementation of a course. For example, term paper assignments could be eliminated; discursive questions on exams could be replaced by multiple-choice questions; a member’s office hours could be decreased so that he/she has more time for preparation and grading, etc. None of us is at all enthusiastic about making changes which erode the quality of education, but UGFA members do not control University enrollment or resource allocation decisions. We would advise any Member who is contemplating making significant changes to the the structure or implementation of a course to discuss this with the Chair, preferably by way of a memorandum.

**Q.** “I teach four large-enrollment classes every year. None of my colleagues teaches that much. How can this be fair?”

**A.** The Collective Agreement states that “In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable and transparent method.” and also: “The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.”

There is no “formulaic” definition of teaching workload. A large number of factors need to be considered in evaluating it, such as number of courses; number of contact hours of lectures, tutorials, labs, etc.; credit weightings; numbers of students; assistance provided (e.g. TA support); and instructor-specific factors, such as whether a course is being offered for the first time by a Member. Also, of course, teaching workload is only one aspect of a Member's workload, and it needs to be considered in the context of individual Distribution of Effort.

Thus, the evaluation of teaching workload is somewhat subjective. This does not mean that it is impossible to evaluate it! The Collective Agreement calls for teaching workload to be based on a “fair, equitable and transparent method” and to be made “as fair and equitable as is reasonably possible”. We believe that

these are strong requirements. Any Member should, we believe, have the right to request an explanation of the method that has been used to determine teaching workloads in the College, and the University can be held accountable for demonstrating that the distribution of assignments is indeed “as fair and equitable as is reasonably possible”. The “transparency” criterion would seem to imply that any Member should have access to a full tabulation (e.g. a spreadsheet) of his or her Department's - and, indeed, College's - teaching assignments. Without access to this information, how could a Member assess fairness and equitability? These tabulations are distributed to faculty in many Departments, and we think that this is a best practice that should be standard across the University. The same considerations apply to the distribution of TA support, since the Collective Agreement also states that “The Dean is responsible for ensuring that every Department has a fair and transparent process for equitable assignment of teaching assistants.”

If you have any questions about the fairness of your own teaching workload, please feel free to discuss it with your Faculty Association ([facassoc@uoguelph.ca](mailto:facassoc@uoguelph.ca) or ext. 52126).

### **Open Meeting on Workload**

UGFA Executive members will be available for discussion on both a group and individual basis for discussion of workload. These meetings are scheduled for

## **UGFA Grievance**

On April 9, 2009 the UGFA launched a grievance based on the content of appointment letters. Part of the grievance included the issue of widely varying Chair's honorarium, which we have determined ranges. Currently, we are aware of the stipend amount ranging from the minimum (\$7,500) stated in the collective agreement to thirty thousand dollars (\$30,000.00)

The UGFA contends that this is contrary to the collective agreement which states “It is the purpose of this Agreement to...ensure the fair and equitable treatment of Members through open and transparent procedures and practices;”. While we recognize that the actual stipend amount shall be determined in negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair/Director, we contend that the collective agreement is not being applied in a fair and equitable manner.

On May 25, 2009, the Provost wrote stated that “While honorariums vary across the University, all are above the \$7,500 minimum indicated in the Article on Compensation. Variance in honorariums is not a violation of the Collective Agreement.” The UGFA has indicated a desire to meet again on this matter as we do not consider is resolved. If you believe that this is an unfair practice, we would urge you to write to the UGFA (Room 535, U.C. or [facassoc@uoguelph.ca](mailto:facassoc@uoguelph.ca), or [kmecklin@uoguelph.ca](mailto:kmecklin@uoguelph.ca) ) and provide your input.

We will keep you informed as this issue progresses.

2009-2010 Executive			
Name	Position	Department	Extension
Kelly Meckling	President	HHNS	53742
Judy Sheeshka	Vice-President	FRAN	54479
Scott Gillies	Salary Chair	LIBRARY	52945
Roz Stevenson	Pension & Benefits Chair	MCB	53577
Ed Carter	Chief Negotiator	MATH & STATS	53569
Joseph Yankuov	Health & Safety Chair	MCB	56466
Bill Cormack	Academic Freedom Chair	HISTORY	53205
David Josephy	Grievance Information Officer	MCB	53833
Bev Hale	Grievance Information Officer	LRS	53434
Scott Colwell	Treasurer	MCS	53095
Jim Mahone	Membership Secretary	SEDRD	56781
	Member-at-Large		

#### Office Staff

The UGFA would like to welcome Denise Sanderson, Assistant Executive Officer, to the UGFA. She brings with her .....

Denise will work closely with Sue Hubers, Executive Officer and Ann Nelson our UGFA Secretary.

## UGFA Family Fun Night

UGFA is hosting our First Annual Family Fun Night!

When: **Friday, July 3rd, 2009**

Time: **4:00-7:00 pm**

Where: **Riverside Park**

**R.S.V.P. by June 15th to**

**UGFA-ext. 58538 or [facassoc@uoguelph.ca](mailto:facassoc@uoguelph.ca)**

