**Appendix B – MWA Interpretive Guide (DRAFT – Jan. 18/2012)**

**Modified Workload Arrangements**

**11.09 A 1** *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.*

**A modified workload arrangement may be agreed to instead of the workload arrangements specified in any or all of the following articles.**

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| **Article to be Waived** | **General description of parameter that will not be met in the MWA** |
| 11.01 B1 | Maximum Total workload assigned will not exceed 44 hours in any week for up to 36 weeks  |
| 11.01 C | TCH assigned as a 50 minute block plus a break of up to ten minutes. |
| 11.01 D1 | Prep factors |
| 11.01 D2 | No more than four different course preparations or six different sections  |
| 11.01 D3 | New and Repeat formulas for Prep factors |
| 11.01 E1 | Evaluation factors |
| 11.01 E2 | Evaluation factor definitions  |
| 11.01 E3 | Consultation with teachers on Eval factors |
| 11.01 E4 | Establishing # of students using planned enrolment |
| 11.01 F1 | Complementary functions hours assignment (4 + 2) |
| 11.01 F2 | Additional attributed hours for above 260 students (total course load) |
| 11.01G2 | Additional attributed hours for atypical circumstances affecting the workload  |
| 11.01 I | TCH max = 18 for PS; 20 for NPS |
| 11.01J1 | Overtime limits = 1 TCH or 3 straight time hours per week (voluntary) |
| 11.01J2 | Overtime calculation formula |
| 11.01J3 | Overtime agreements documented on the SWF |
| 11.01J4 | Probationary teachers shall not be assigned overtime |
| 11.01L1 | The contact day shall not exceed eight hours from the beginning of the first assigned hour to the end of the last assigned hour.  |
| 11.01L2 | Every effort shall be made to ensure that work will not be assigned to begin less than 12 hours after the end of the previous day's work assignment. |
| 11.01L3 | A teacher shall not normally be assigned work on calendar Saturdays or Sundays. If they are, hours are credited at time and a half. |
| 11.01L4 | A teacher may agree in writing to waive the premium credits provided for in 11.01 L 3 for a specified period of time.  |
| 11.01M | Allows Colleges and Union Locals to establish binding local agreements with respect to workload assignments and timetabling |
| 11.02 A1(a) | Workloads discussed between Supervisor and faculty and a copy provided at least 6 weeks in advance of the timetable start date |
| 11.02 A2 | Description of SWF details |
| 11.02 A3 | Faculty sign off on swf or referral to WMG |
| 11.02 A4  | Faculty must sign off within 3 working days or agreement is deemed |
| 11.02 A5 | The timetable shall set out the schedule and location of assigned workload hours reported on the SWF  |
| 11.08 | Non teaching periods are used for activities initiated by the teacher. . No SWF will be issued but activities may be documented. |

**11.09 A 2** *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.*

**NOTE: This could mean some faculty (up to 2/3) teaching the same course could agree to an MWA and 1/3 not, and therefore the 1/3 would have a regular swf. We do not anticipate this being a norm at Fleming.**

**11.09 A *3*** *No more than 20% of the full-time teachers at a College may be participating in Modified Workload Arrangements at the same time.*

**NOTE: This will be monitored by WMG on an annual basis. Applies to available teaching faculty only. Based on Fall 2011 data, this would be 20% of 156 or 31 faculty.**

**11.09 A 4** *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.*

**NOTE: Minimum of 1 semester and maximum of term of the Collective Agreement.**

**Workload Limit Protections**

**11.09 A *5*** *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*

*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.*

**NOTE: The following workload limits must not be exceeded over the duration of the MWA, and the actual reflected on the MWA form.**

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| **Article** | **Description** |
| 11.01 K1 | **Contact days** (being days in which one or more teaching contact hours are assigned) **shall not exceed 180** contact days per academic year . . . . |
| 11.01 K2 | **Weekly contact hours assigned to a teacher by the College may be scheduled into fewer than five contact days** and such compressed . . . .  |
| 11.01 K3 | **Teaching contact hours shall not exceed 648** teaching contact hours per academic year for a teacher in post-secondary programs **or 760** [NPS]. . . . |

**11.09 A 6** *The Modified Workload 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.*

**NOTE: The MWA document will be completed by the Chair (delegated by the Dean), in consultation with their HR Consultant (or the Academic Labour Lead Consultant). The Dean and faculty members sign the MWA to indicate their agreement. The MWA document is forwarded to the Academic Labour Lead Consultant who will contact the Union Executive to arrange for Union sign off. If the time to meet and achieve sign off cannot be met within 5 days, a modified timeline will be confirmed with all parties by the HR Consultant.**

**11.09 A 7** *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.(24)*

**NOTE: WRA refers to Workload Resolution Arbitrator. We have rarely (if ever) used this option as we normally resolve at WMG.**