

Modified Workload Agreements: A User's Guide

From <http://www.collegeprof.ca>

[Note: This is a really long post -- it should really be a fixed page, and will eventually be one soon. We'll call this post the sneak preview, in case it might be useful while your Chairs are setting up September's work assignments -- CollegeProf]

No feature differentiates the offer that the college faculty recently approved from our previous Collective Agreement as much as that of Modified Workload Agreements (MWAs). These *potentially* represent a profound change to the workload of full-time faculty, and I'm told that managers at different colleges are being urged to implement these within their departments. For that reason, it's worth taking the time to explain how life under a Modified Workload Agreement might look different from life under the SWF, and some things that you might want to keep in mind if you choose to abandon the SWF and work under a Modified Workload Agreement.

After comparing the two systems, I'll go on to talk about why some (sane) faculty *might* choose to abandon the SWF, and the reasons why managers at some colleges are currently being compelled to promote them to faculty. But first, let's put things in perspective...

How Might I End Up with a Modified Workload Agreement?

To begin, I should point out that – in order for *you* to lose the workload protections of the SWF, four things would need to happen:

1. The Chair would have to *meet with* all the professors who would potentially be working under the proposed MWA *as a group*. (This could include the whole department, but it could also include a group of professors within your department who teach the same cluster of courses.) E-mail doesn't cut it, nor do meetings with faculty members as individuals. If no group meeting took place, the MWA isn't kosher.
2. Two-thirds of the professors in that group would need to consent to working under the rules of a Modified Workload Agreement, instead of the SWF. (Most of this page will be devoted to explaining what that entails.)
3. You yourself would have to agree as an individual to working under the negotiated MWA. Even if more than 2/3 of the group of profs want an MWA, dissenting individuals still have the right to bow out and work according to the provisions of the SWF, while their colleagues do otherwise.
4. The union would have to consent to the MWA, with the proviso that it may not unreasonably withhold consent.

Long story short, you don't need to panic. (Yet.) If you like the SWF's workload protections, then nobody can deny you them. On the other hand, it's best to remain cautious: Chairs may coerce faculty into agreeing to MWAs (by, for example, threatening layoffs or department closures), and if some profs in your department agree to a MWA, there could be residual dangers to all professors in your program – even or especially those who opted against it. But I'll discuss this in a future page; in the meantime, let's get down to brass tacks...

What's the Difference Between a Having a Modified Workload Agreement and Working Under the SWF?

Okay, it's time to roll up our sleeves. The Collective Agreement includes different provisions that explicitly limit faculty workload (because, after all, pretty much everybody would agree that there is *some* limit to the number of hours a week that faculty can work before the quality of education begins to suffer).

The first method of limiting faculty workload is a number of articles in the Collective Agreement that set hard limits on, say, the number of days that a faculty member can work annually, or the maximum number of classroom hours that a professor can be assigned in any given day or week. (I'm going to call these "the hard limits", although the term '*maxima*' would probably be more precise, and would have a cool "*Gladiator*" feel, to boot.)

The second, and more often discussed, means of limiting workload is the Standard Workload Formula (SWF), which is a fairly detailed formula that tries to measure profs' workloads, by taking into account such data as the number of students taught, the number of different sections or courses taught in a semester, and the nature of the grading requirements for each course.

Now, the SWF is actually a result of the hard limits. Article of the Collective Agreement set a hard limit on the number of hours that a full-time faculty member can work weekly before being paid overtime (*i.e.*, 44), and a limit on the limit on the number of hours that she can work weekly, under any circumstance (*i.e.*, 47).

But of course, in order to calculate 44 hours of workload, you need to take lots of different things *other* than classroom hours into account: class sizes, how the students are evaluated, class prep (and therefore whether it's a new class or a repeated one), as well as the time allocated for office hours and administrative tasks and meetings.

The SWF is just that – a Standard Workload Formula. It's a formula for measuring a professor's overall weekly workload. It takes all of those factors (listed in the Collective Agreement), plugs in the specific details, and ultimately comes up with a number of hours worked per week. So long as that number is under 44 (or 47, if you dig overtime), then that's a valid workload, according to our Collective Agreement.

That system works pretty well for most courses that have a fairly consistent structure of classroom instruction and assignments throughout the semester. It can be awkward, though, if a class has more work for the professor in the second half and less in the first. (For example, a class on landscaping taught in the Winter Semester might have more work for faculty and students in the second half of the semester, when the snow is gone.) A Modified Workload Agreement permits faculty to agree to work assignments that might give them 60 hours of workload in the second half of the semester, and only 20 hours in the first (to offset the increase).

At least, that's what was intended when the Workload Monitoring Group recommended introducing Modified Workload Agreements into the Collective Agreement. They said that MWAs should last only

for a semester, and that workload should be monitored closely, to ensure that a faculty's total workload *did not increase* from one semester to the next.

That's not *quite* what made its way into the offer (an offer that we as faculty voted to accept). Instead, the offer allows Modified Workload Agreements a) to last for up to three years, b) to ignore almost all of the hard limits on workload specified in the Collective Agreement, and c) to stop measuring workload together, since student numbers and evaluation factors would no longer necessarily be considered.

In a word, it's conceivable that a Modified Workload Agreement could oblige profs to work well over 44 hours weekly – well over 60 hours, even – with no overtime.

But I'm getting ahead of myself. First of all, let's take a look at the workload limits *guaranteed* by the SWFs (by which I refer to the standard provisions of the Collective Agreement) vs. the MWAs (which bypass most of those provisions). These apply to college profs in postsecondary programs:

Is there...	With a SWF	With an MWA
A limit on annual contact days?	Yes: 180 in an academic year (before voluntary overtime is awarded)	Yes: An <i>average</i> of 180 for each year covered by the MWA (before voluntary overtime is awarded)
A limit on annual teaching contact hours?	Yes (648 in an academic year, before voluntary overtime is awarded)	Yes (An <i>average</i> of 648 for each year covered by the MWA, before voluntary overtime is awarded)
A limit on weekly workload hours?	Yes (44 hours)	No
A specified length for a contact hour?	Yes (50 minutes + a break)	No (none listed)
A limit on the number of different courses taught at one time?	Yes (four, unless faculty consent to more)	No
A limit on the number of different sections taught at one time?	Yes (six, unless faculty consent to more)	No
Measured prep time for each section?	Yes	No
Measured time for evaluation?	Yes	No
Credit given for the number of students in classes?	Yes	No
Credit given for hours spent on complementary functions (like course design or co-ordinator positions)	Yes	No
A limit on weekly teaching contact hours?	Yes (eighteen)	No
A limit on overtime?	Yes (three hours/week, only one of which may be a	No

	contact hour)	
Extra pay for overtime resulting from class sizes, evaluation, weekly contact hours or weekly workload?	Yes	No
A maximum length of a contact day?	Yes (eight hours from beginning to end of teaching day)	No
A minimum length of overnight break between contact hours?	Yes (one day's classes shouldn't begin less than 12 hours after the previous day's ended)	No
A limit on contact hours assigned on weekends?	Yes	No
Bonus compensation for weekend contact hours?	Yes (credit for time-and-a-half)	No
A measurement of workload given before the work assignment begins?	Yes (the SWF)	No (only a statement of the number of contact hours and contact days)
A schedule required before classes begin?	Yes (at least two weeks in advance)	No
The ability to grieve workload assignments through the Workload Monitoring Group?	Yes	No

Now, as the preface stated, these are limits that are *guaranteed* by the SWF or MWA, respectively. However, if you wished to enter into a Modified Workload Agreement, there is every reason to think that such limits can (and should) be negotiated with your chair, although they're not explicitly guaranteed by the Collective Agreement.

As you can see from the chart above, some aspects of workload can be negotiated under the SWF as well. The important difference is that, with the SWF, the *default* is that a prof can teach no more than six sections, unless she agrees in writing to teach more. In an MWA, on the other hand, the default is that a prof will teach as many sections as the manager chooses, unless they both explicitly agree to limit that number.

So, long story short, if you enter into a Modified Workload Agreement, anything that's not explicitly limited in the agreement will be decided exclusively by your manager. Do you want to avoid working Sundays for the next three years? Be sure to get that limit in writing, otherwise, you'll have no right of appeal.

So What Should My Modified Workload Agreement Specify?

The first and foremost thing that an MWA must specify is its duration. An MWA can last longer than a year, up until the expiry date of the current Collective Agreement (which would be August 31, 2012). What that means is that you could be setting up the terms of your employment for a long-term period,

with *potentially* the only guarantee that you'll have no more than *an average* of 648 teaching hours, occurring over *an average* of 180 days, annually.

Beyond that, everything is up for grabs, so pretty much everything else better be written down *for the duration of the agreement*, to give yourself some minimal protections. If, for example, your manager doesn't want to guarantee that you won't be asked to teach 9 hours a day in the Spring semester of 2011, then I would encourage you to avoid signing any MWA that lasted that long. Offer to sign one that lasts for a shorter period of time, during which your manager would actually be able to make such guarantees.

So, when you're asked to sit down *as a group* with a manager who's proposing a Modified Workload Agreement, be sure to ask the following question:

1. How long will the MWA last?

.. as well as all of these next questions, which would apply to the entire life of the Agreement:

1. How many contact days will I be assigned throughout the agreement?
2. How many contact hours will I be assigned throughout the agreement?
3. How many of those hours will be spent in the classroom?
4. What's the highest number of hours that I'll be asked to teach on any day?
5. What's the highest number of contact days per week that I'll have?
6. How often will I be working on Friday nights? Saturdays? Sundays?
7. What's the highest number of hours scheduled in the classroom *or* on other duties that I'll be assigned in any given week?
8. What classes will I be asked to teach throughout the entire agreement?
9. Will I be assigned to teach online classes? If so, how many and with what structure?
10. How will I evaluate the students in those classes?
11. How many different preps will I be given at any one time?
12. What's the highest number of sections that I'll have to teach at any one time?
13. What sort of breaks between hours or classes am I guaranteed?
14. What's the latest in the day that I'll be asked to teach? What's the earliest?
15. Can I be guaranteed at least x hours between the end of one day's teaching and the start of the next day's?
16. What complementary duties will I be assigned other than teaching? How many hours will I be assigned to complete them, and will those hours be scheduled or unscheduled?
17. Can you provide schedules right now that will cover the entirety of the period covered by the MWA? If not, when will I receive my schedules? How often can assigned schedules be changed?
Can I be guaranteed that a given schedule will last for at least seven weeks? Fourteen weeks?

Missing information in any one of those above categories could burn you. If you don't know exactly what classes you're being asked to teach over the entirety of the Agreement, you could find that you're assigned the most difficult, labour-intensive assignments, with no additional credit. If you receive no guarantees about scheduling, then only Ontario Labour law would limit the number of hours that you could be asked to teach in a day or week. (Does the law prevent you from being asked to teach classes for 24 consecutive hours? I don't know, but I do know that if you sign on to a Modified Workload Agreement, the Collective Agreement *won't* prevent this.)

And lastly, the absolutely most important questions that you want to get resolved in writing before signing an MWA:

1. What's the maximum number of students that I'll be asked to teach in any one class?
2. What's the maximum number of students that I'll be asked to teach at any one time?

Why does that matter? One simple reason: Workload is directly proportional to the number of students that you have. If students aren't measured, then workload isn't measured, and the MWA rules were designed *explicitly* to take students out of the equation. Students will only be measured if you insist on it (which is to say, if you refuse to agree to any Modified Workload Agreement that ignores student numbers).

Why the need to insist on student numbers? Well, for one thing, there's no guarantee that you'd be assigned to teach in the same classrooms as before. You could be given larger classrooms with more students, and receive absolutely no compensation for this, if your MWA only credits you for contact hours.

The other reason why student numbers are crucial is because of online classes. One online class can be given a virtually infinite number of students, which means a virtually infinite workload for the prof, who would nevertheless only be credited with the three teaching contact hours customary for the class. (I expect that partial-load profs are already facing this issue, and do wonder whether partial-loads are being given a disproportionate number of online classes, since they would not be compensated for the additional students.)

To Conclude...

Some profs might like Modified Workload Agreements. They might like the idea of teaching additional classes during the school year and having more time off in the summer; they might recognize that some classes (ones that involve independent, semester-long student projects, for example) are taught most effectively with additional class time at the beginning of the semester, and less at the end.

However, the simple fact is that management would not have insisted on gutting the Collective Agreement's workload limits for MWAs if they weren't interested in using them as a means of increasing faculty workload without increasing faculty pay.

This doesn't mean that every MWA is bad; it just means that before signing one, you should get in writing exactly what you will be doing, where, when, and for how many students, *for the entirety of the period covered by the MWA*, before you sign. If your manager says "well, I can tell you what the work assignment will look like for the first semester, and we'll just wing it after that", you don't want to sign; if you do, you will have trouble grieving three semesters later, when you find out that your work assignment includes six killer preps with 300 students in one online class.

When I was writing about MWAs leading up to the contract vote, some correspondents accused me of overreacting, pointing out that profs would have the right to negotiate MWA, and turn down unfavourable ones. That's true, but I'll warn you that the language of the contract that we voted to accept makes it difficult for the union to grieve an MWA on the ground that it will hurt the profs

involved. If you and your chair sign off on an MWA, you could be very well stuck with it until the end of the collective agreement, however you feel about it two weeks later.

So negotiate. Make sure that everything's in writing. If something's not in writing, try to make sure that your MWA contains a clause that ensures that all of the terms and conditions of the Collective Agreement apply unless they are explicitly abrogated by mutual agreement in the signed MWA. [And just to be clear, this bit of advice comes from somebody who has no background whatsoever in contract law.]

As I said, some profs may have valid reasons for preferring a Modified Workload Agreement instead of the SWF. That's their right, although I'm of the opinion that MWAs might potentially hurt all profs *generally* as time goes on. For that reason, I might suggest that MWAs *in principle* are best avoided if you can. I'll post some of those concerns separately.