

MEMORANDUM OF SETTLEMENT

B E T W E E N:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(the "University")

-and -

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

(the "Association")

The negotiating committees of the University and the Association have met and negotiated pursuant to the provisions of Article 6 of the Memorandum of Agreement, including in mediation with Kevin Burkett and in mediation/arbitration with William Kaplan, and have reached agreement on the issues set out herein.

The parties agree to recommend this settlement unanimously to their respective principals.

The terms of this agreement are as follows:

1. TERM

The agreement is for 3 years commencing July 1, 2014 and ending June 30, 2017

2. COMPENSATION

(a) Across-the-Board Salary Increases

The parties remitted the issue of across-the-board salary increases for faculty and librarians to William Kaplan for final and binding arbitration. The hearing was held on November 21, and the board will issue its arbitration award on the basis of the parties' respective Briefs previously provided and submissions made to him by the parties.

(b) PTR

In accordance with August 20, 2015 Interim Agreement attached hereto as Appendix "A", including the adjustments required in paragraph 10 of Appendix A.

The July 1, 2016 Teaching Stream PTR parameters effective July 1, 2016 will be that the published above the breakpoint increment is \$1,800 and the published below the breakpoint increment is \$3,100, as adjusted by the July 1, 2014 and July 1, 2015 ATBs.

For clarity these breakpoint increments are exclusive of the 5% Deans Merit Pool. In addition, on a one-time-only basis Teaching Stream faculty above the breakpoint will receive a \$90 increase to base salary and Teaching Stream faculty below the breakpoint will receive a \$155 increase to base salary, effective July 1, 2016. It is agreed that this fully resolves the Association's grievance regarding the July 1, 2015 Teaching Stream PTR and that grievance is withdrawn.

(c) Librarian Salaries

In accordance with August 20, 2015 Interim Agreement attached hereto as Appendix "A".

3. LTD PLAN DESIGN/FUNDING

In accordance with October 3, 2015 Letter of Understanding attached hereto at Appendix "B".

4. PER COURSE STIPEND AND OVERLOAD RATE

In accordance with relevant provisions of October 3, 2015 Other (Benefits, PERA, Tuition Waiver, Research and Study Leave) attached hereto as Appendix "C".

5. BENEFITS

In accordance with relevant provisions of October 3, 2015 Other (Benefits, PERA, Tuition Waiver, Research and Study Leave) attached hereto as Appendix "C".

6. PERA

In accordance with relevant provisions of October 3, 2015 Other (Benefits, PERA, Tuition Waiver, Research and Study Leave) attached hereto as Appendix "C".

7. RESEARCH AND STUDY LEAVE

In accordance with relevant provisions of October 3, 2015 Other (Benefits, PERA, Tuition Waiver, Research and Study Leave) attached hereto as Appendix "C".

Further, effective July 1, 2016 pay during Research and Study Leave subsequent to first to be increased from 85% to 87.5%.

8. WORKLOAD

In accordance with October 3, 2015 revised Workload document attached hereto as Appendix "D".

9. ANOMALY POLICY

In accordance with Anomaly Policy attached hereto as Appendix "E" it being understood and agreed that the attached Anomaly Policy document is without prejudice or precedent to either party's position regarding whether or not issues related to any salary anomaly policies and procedures are subject to the Article 6 final and binding dispute resolution process/arbitration.

10. PENSIONS

Member Contribution Increases

Annual required contributions to the University of Toronto Pension Plan (the "Plan") shall be increased from the current rates set out in the Plan for academic staff and librarians who are members of the Plan ("Plan Members") to the following:

June 30, 2017, 7.15% not in excess of the CPP maximum salary and 9.50% in excess of the CPP maximum salary

The Plan Member's "salary" is defined in the Plan and is subject to a maximum amount as provided in the Plan. The "CPP maximum salary" means the year's maximum pensionable earnings under the Canada Pension Plan as at the beginning of the University year, as defined in the Plan.

Pension Plan Maximum

The maximum Salary, as defined in the University of Toronto Pension Plan (the "Plan"), for Faculty and Librarians covered by the Memorandum of Agreement between the University and the Association who are members of the Plan and who retire (terminate, or die) on or after January 2, 2015 shall be determined as follows:

January 1 2014 to December 31, 2014, 153,000.00

January 1, 2015 to December 31, 2015, 156,000.00

Until a resolution is developed and agreed to, for the period January 1, 2016 to December 31, 2016 and January 1, 2017 to December 31, 2017, by 30 November

- (i) Determine the ITA maximum pension for the following calendar year.
- (ii) Calculate the percentage by which the Consumer Price Index for Canada has increased between December of the previous year and October of the current year;
- (iii) Reduce the ITA maximum by 75% of the percentage calculated in (ii) above.

(iv) Determine the salary for pension purposes for Faculty and Librarians which results in a pension, when averaged with the Salary maxima applicable to the period over which the three-year average is calculated, equal to the maximum pension in (i) above.

(iv) Round that amount down to the nearest \$100 to determine the maximum salary for the following calendar year.

The parties will convene a working group with a view to discussing and agreeing to an ongoing solution for the application of the ITA maximum pension for faculty and librarian members who retire under the provisions of the current plan. . Arbitrator Kaplan will remain seized as a mediator-arbitrator.

11. New HCSA

The parties agree to a health care spending account ("HCSA") of \$650 dollars per faculty member and librarian employee per year (July 1 to June 30), prorated by their percentage FTE and allocated annually, commencing July 1, 2017.

The parties agree that the HCSA is mutually intended to facilitate a more tax-efficient mechanism for the payment of health care premiums. The HCSA is available for reimbursement for eligible expenses, which are those considered eligible expenses under the Income Tax Act, including the cost of health care premiums. Each year's HCSA allocation will expire 24 months after allocation, or upon retirement or termination if earlier. Annual allocation will be pro-rated for those who commence employment during the plan year.

It is further agreed that the establishment of this HCSA is not intended, and will not be relied upon, as precedent by either party for the purpose of replacing, increasing or decreasing benefits in future arbitration, and that an arbitrator will not have any regard to the existence of this HCSA for the purpose of replacing, increasing or decreasing benefits in any future arbitration.

12. July 1, 2017 Flat Dollar Payment

Effective July 1 2017, provide a flat dollar increase to the base salary of all faculty and librarians employed on June 30, 2017 in an amount equivalent to 0.4% of the June 30, 2017 salary mass for faculty and librarians employed on June 30, 2017 and who remain employed July 1, 2017, divided by the number of full-time equivalent faculty and librarians. For faculty and librarians who are not full-time, the flat dollar amount will be pro-rated by the percentage FTE of such employees.

Teaching stream faculty and librarians who commence employment on or after July 1, 2017 will receive an annualized starting salary no lower than the minimum salary for their rank plus the flat dollar amount.

Faculty and librarians who are on LTD or unpaid leave on July 1, 2017 will receive the flat dollar increase after they return to their regular active employment at the University and will also get a pro-rata portion of their HCSA.

13. All other proposals are withdrawn.


14. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement

DATED at Toronto this 21st day of November, 2015

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Per: _____

Per: 
P. DOWNES

Per: _____

Per: 
P. O'NEIL

Per: _____

Per: 
[Signature]

Per: _____

Per: 
[Signature]

Per: _____

Per: 
B. GLUKKO

Per: _____

Per: 
G. M. BRANDT

C. Messenger
C. Messenger

H. Biggle
for Linda Kohn

Faculty and librarians who are on LTD or unpaid leave on July 1, 2017 will receive the flat dollar increase after they return to their regular active employment at the University and will also get a pro-rata portion of their HCSA.

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DATED at Toronto this 21st day of November, 2015

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Approved by

Per: _____

CA

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

APPENDIX "A"

U OF T AND UTFA ARTICLE 6 MEDIATION/ARBITRATION WITH WILLIAN KAPLAN

Interim Agreement Regarding Librarian Salaries and Regarding the July 1, 2015 PTR Exercise for the Period July 1, 2014 to June 30, 2016 ("July 1, 2015 PTR") and the Period July 1, 2015 to June 30, 2016 ("July 1, 2016 PTR") for Faculty and Librarians

The Term of the Mediated or Arbitrated Article 6 Salary and Benefit Agreement

1. The mediated or arbitrated agreement will cover the period July 1, 2014 to June 30, 2016 unless the parties agree in writing to a further term beyond June 30, 2016.
2. A copy of this Interim Agreement will form part of a mediated or arbitrated agreement and arbitrator Kaplan shall not make any award inconsistent with the terms and conditions of this Interim Agreement.

Librarian Salaries

3. For all librarians employed on the date of this Interim Agreement with a July 1, 2014 annual salary of \$73,907 or less, an increase in annual salary of \$2,900 (pro-rated for librarians with less than 100% FTE appointments) effective July 1, 2014, plus agreed upon or awarded July 1, 2014 or any subsequent ATB % increase, if any.
4. Effective July 1, 2014 increase the salary range minimum for each of Librarian I, II, III and IV by \$2,900 plus agreed upon or awarded July 1, 2014 or any subsequent ATB % increase, if any. For any librarian whose July 1, 2014 annual salary remains below the relevant new salary range minimum increase their annual salary to the new salary range minimum effective July 1, 2014.
5. Arbitrator Kaplan will make no further or other award with respect to librarian salaries in any arbitration award.

July 1, 2015 PTR

(a) Teaching Stream PTR Parameters

6. Effective July 1, 2015 make the following changes to the Teaching Stream PTR parameters:
 - Increase the breakpoint to \$136,400
 - Increase the 100% above the breakpoint increment to \$1,800
 - Increase the 100% below the breakpoint increment to \$3,100

(b) Faculty and Librarians

7. July 1, 2015 PTR will be processed and paid out in September of 2015. The breakpoint and increments used for July 1, 2015 PTR will not be increased in accordance with July 1, 2014 %ATB, if any, agreed to or awarded in the Article 6 mediation/arbitration. That is, other than with respect to the Teaching Stream PTR parameters set out in paragraph 6(a) above, implement July 1, 2015 PTR in September of 2015 at 2014 levels.
8. After a July 1, 2014 ATB % increase, if any, is agreed to in mediation or determined at arbitration, provide a flat dollar base increase to the annual salary of faculty and librarians who received July 1, 2015 PTR, equal to the average PTR awarded multiplied by any July 1, 2014 % ATB. This approach means that all eligible faculty and librarians would receive the same flat dollar increase to their July 1, 2015 annual salary. For example, if the average 2015 PTR awarded was \$2,500 and the July 1, 2014 ATB

was 1%, the flat dollar increase to each individual faculty member's or librarian's annual base salary would be \$25 effective July 1, 2015.

9. The parties acknowledge and agree that PTR is an important component of compensation that is awarded based on individual merit and that the approach set out in paragraph 8 above is totally inconsistent with the fundamental PTR principles related to individual merit. Accordingly the parties acknowledge that the approach set out in paragraph 8 above is being adopted on an exceptional and one-time-only without precedent or prejudice basis to deal with a very modest "retroactivity" issue vis a vis July 1, 2014 ATB %, if any, to be agreed or awarded at a future time in a practical and pragmatic way and to avoid the significant time and resources in the academic units and the library that would be involved in any future individual based "retroactivity" exercise and calculations, and to facilitate an agreement between the University and UTFA to pay July 1, 2015 PTR before the Article 6 process for the period July 1, 2014 onward is settled or arbitrated.

July 1, 2016 PTR

10. The breakpoints and increments used for any July 1, 2016 PTR exercise in respect of faculty and librarians will be increased in accordance with July 1, 2014 and July 1, 2015 % ATB increases, if any, agreed to or awarded at arbitration.

11. Beginning with the July 1, 2016 PTR exercise, adopt and implement the University administration's structural changes to the 3 PTR pools in a manner consistent with the "Mechanism" on page 1 at Tab 23 of the University's May 22, 2015 Mediation Brief (i.e. "May 5, 2015 Confidential and Without Prejudice re Mediation with Kevin Burkett") modified as follows:

- For each X% of ATB, faculty and librarians with an annual salary below the reference point would receive an X% increase to base salary;

- For each X% of ATB, faculty and librarians with an annual salary above the reference point would receive a flat dollar increase to base salary equal to X% of the reference point value. - The reference point for the July 1, 2016 PTR exercise is \$152,500 increased by the July 1, 2014 and July 1, 2015 negotiated or awarded ATB % increase, if any.

- Residual money will be directed to increase the relevant source PTR pool such that the above and below breakpoint proportions as they existed immediately prior will apply to the residual money. For example if the above and below breakpoint proportion was 40% and 60% and there was \$100,000 of residual money it would be directed \$40,000 above and \$60,000 below in that source PTR pool. This is an annual exercise in additional one-time-only money added to the normal PTR pool.

12. Other than 10 and 11 above normative PTR for the 3 PTR pools.

Other Issues

13. Arbitrator Kaplan will make no further or other award with respect to PTR in any arbitration award save for any determination with respect to the outstanding issue of PTR eligibility for members on or returning from LTD).

14. The University administration confirms that PTR committees may make recommendations to the appropriate unit head with respect to the 5% Merit Pool awards.

15. The parties agree to establish a Joint Working Committee comprised of two representatives from the University administration and two representatives from UTFA to discuss issues related to units with a small number of teaching stream faculty in the context of the teaching stream PTR pools. The Joint Working Committee will report to the parties prior to January 1, 2016 or such later date as is agreed.

regarding potential clustering of teaching stream PTR pools. The Joint Working Committee may also consider clustering in the librarian stream where warranted.

16. All other PTR proposals in the parties May 22, 2015 Mediation Briefs are withdrawn.

17. By the signature of authorized representatives hereunder the University Administration and UTFA confirm agreement with the terms and conditions set out herein



For the University Administration



For UTFA

APPENDIX "B"

October 3, 2015

Letter of Understanding Re Joint Working Group on LTD Plan Design/Funding

1. Upon ratification or the date of an arbitration award the University administration agrees to raise the pre-disability salary cap for LTD claimants in the Sun Life LTD plan from \$125,000 to \$150,000, and will pay any increased premium costs associated with the increase.
2. The Joint Working Group on LTD Plan Design/Funding (created pursuant to the June 3, 2012 Memorandum of Settlement between the University administration and the Association) will be reconvened. Further to the June 2, 2012 MOS, the mandate of the Joint Working Group includes reviewing the plan design and funding model of the current LTD plan. The Joint Working Group shall issue recommendations relating to the LTD plan design and funding model including considering the following:
 - a. Creating a separate LTD plan for UTFA members;
 - b. Employee vs. employer costs;
 - c. Improving benefits provided by the plan including adding a partial disability benefit, increasing the length of the "own occupation" disability period, and increasing the level of benefit payable.
 - d. Tax efficiency, including the impact of government of Ontario and/or Canada Revenue Agency regulations with respect to funding of LTD plans and taxation of payments and benefit premiums.
3. The University administration will provide to the Joint Working Group updates on the information previously provided to the Joint Working Group on LTD Plan Design/Funding on or before December 15, 2015, and will respond in a timely way to requests for additional information and documents reasonably requested by either party on the Joint Working Group. In this regard it is understood that UTFA's request for information regarding the LTD plan includes the following:
 - a. Copies of current insurance policies/plan documents/contracts and other agreements (ASO, Stop Loss, if any);
 - b. For the three most recent years: financial and claims reports, including aggregate and detailed claims paid for all open faculty and librarian claimants on LTD, aggregate claims data by employee groups (as currently grouped); and disabled life reserve information for LTD claimants as per the annual LTD plan valuation;
 - c. Detailed basis for calculation of premiums;
 - d. All plan documents, including underlying financial reporting and analysis on funded/unfunded liabilities;

- e. Any surplus/deficit information with respect to plan reserves; and
- f. Any surplus withdrawals or contribution holidays taken over the last three years.

Any dispute over the relevance of the information requested or the timeliness within which it is being provided will be resolved on a summary and expedited basis by the current Chair of the GRP William Kaplan as mediator-arbitrator.

- 4. The Joint Working Group will issue its recommendations by no later than May 31, 2016 or such later date as may be agreed by the Joint Working Group. If the parties do not agree on a resolution of the matters described in paragraph 2 above by July 1, 2016, or such later date as may be agreed by the Joint Working Group, either party may refer the differences to the current Chair of the GRP William Kaplan as mediator-arbitrator, or such other mediator-arbitrator as may be agreed, for final and binding determination but any arbitration award will not take effect prior to July 1, 2016.

Appendix "C"

October 3, 2015

U OF T AND UTFA ARTICLE 6 MEDIATION WITH WILLIAM KAPLAN

OTHER (BENEFITS, PERA, TUITION WAIVER, RESEARCH AND STUDY LEAVE)

1. Per Course Stipend and Overload Rate

- Effective September 1, 2015 increase from \$16,200 to \$16,500

2. Vision Care – Effective July 1, 2015 increase vision care from \$350 to \$400 every 24 months and separate coverage for eye exam up to \$110 every 24 months.

3. Complementary Health Services – Effective July 1, 2015 the eligible services will be expanded to include the following – increase the cap from \$700 to \$950

- Dieticians services

- Osteopath

- Occupational Therapy

- Acupuncture

4. PERA – Effective July 1, 2015 increase from \$1850 to \$2,000 for pre-continuing status and pre-tenure faculty and pre-permanent status librarians and increase from \$1600 to \$1700 for tenured and continuing status faculty and permanent status librarians.

5. Tuition Waiver for PhD Students – Effective July 1, 2015 the faculty and librarian tuition waiver benefit to be modified to include pursuit of a part-time or flex-time U of T PhD

6. Research and Study Leave – Effective July 1, 2015 pay during research and study leave subsequent to first to be increased from 82.5% to 85%.

7. The University administration confirms that it will treat faculty or librarians in receipt of LTD benefits in the same way for PTR purposes as faculty and librarians who take maternity /parental leaves for the first 12 months only of the period of time they are in receipt of LTD benefits, including in respect of this first 12 months the application of the principle of no professional disadvantage. Further, for faculty and librarians on LTD for more than 12 months, on returning to work after being on LTD, faculty and librarians will be considered eligible for PTR on a pro-rata basis during the relevant PTR period during which they return to active employment..

8. The University administration confirms that it will raise at PDAD&C UTFA's concerns relating to reimbursement for faculty and librarians who in connection with their duties and responsibilities for the university travel from one campus to another campus, with a view to clarifying the application of the current Travel and Other Reimbursable Expenses Policies and Guidelines in such circumstances and will then provide a Memo to PDAD&C on point that the University administration will first review with UTFA.

9. Faculty members and librarians who commence employment on or after the date of settlement or an arbitration award will only be eligible for retiree benefits if they have 10 years of service with the University and retire from the University and immediately commence a monthly pension from the U of T

Pension Plan or have 10 years of service with the University and elect the commuted value option available under the unreduced early retirement provisions of the Agreement on Retirement Matters.

10. Effective July 1, 2015 add coverage for dental implants under the existing major restorative cap

For the University Administration

For UTFA

Appendix "D"

[Revisions October 3, 2015]

University of Toronto Workload Policy and Procedures For Faculty and Librarians ("WLPP")

Preamble

Workload is a combination of tasks assigned and tasks determined through collegial interaction and self-direction. Units vary in their contributions to the University mission and so it is understood that what constitutes normal workload will vary from one unit to another. At the same time, unit members will experience different demands from year to year in the balancing of domains of workload, and so an individual member's workload may vary from year to year and from a colleague's workload within a year. This flexibility is important for recognizing the unique missions of units and the differences in agreed upon activities of individuals within units. Engaging in collegial discussions about workload and producing fair and transparent workload considerations within units is intended to assist units and unit members in managing and balancing workloads.

1.0 Principles Governing the Establishment and Assignment of Workload

1.1 Workload for faculty and librarians will be established and assigned in a manner consistent with the principles set out in 1.2.

1.2 The University of Toronto is committed to:

- A fair, reasonable and equitable distribution of workload;
- A transparent process of workload allocation within a unit, based on decisions made in accordance with criteria that are known to members within that unit;
- Flexibility in workload allocation that reflects the missions of units and is consistent with the type of appointment members hold and the diversity of their research and scholarship and assigned teaching and service responsibilities and activities;
- Criteria for workload allocation that have been developed in accordance with collegial governance, including the opportunity for members of the unit to contribute reasonably to their development and review. In this regard, workload allocation should respect academic freedom and a reasonable degree of professional autonomy;
- Workload allocation that will comprehensively take into account the full scope of activities and expectations of a member of a unit, commensurate with the 3 principleprincipal components of a faculty and librarian member's appointment.
- Workload allocation that reflects approved participation in programs outside the unit.

- Assignment of individual workload based on the principle that comparable work will be weighed in the same manner.

2.0 Unit Workload Committees

Faculty

- 2.1 All units shall establish a Unit Workload Policy Committee to create and maintain a Unit Workload Policy, including workload norms, standards or ranges appropriate to the Unit and consistent with the terms of this WLPP and the Memorandum of Agreement ("MOA"). The composition of the Unit Workload Policy Committee will be established through a collegial process that provides a reasonable opportunity for all members of the unit to have input regarding which members shall serve on the Committee. This will include an email or other written communication to unit members inviting them to put their names forward for consideration. Committee membership should be reasonably reflective of the membership of the Unit, including reflecting the types of appointments that faculty members in the unit hold. The Unit Head shall be the Chair of the Unit Workload Policy Committee.
- 2.2 Each faculty member will be covered by the Unit Workload Policy for the Unit in which they hold their primary appointment.
- 2.3 "Unit" for the purposes of this Policy is a single department faculty, a department within a multi-department faculty, an Institute Centre or School with Extra Departmental Unit A or B (EDU: A or B) status including the ability to appoint members of the teaching staff, or a College where the primary appointment of a faculty member is held in the College. "Unit Head" is the Dean, Chair, Director or Principal of a Unit who has been appointed under the Policy on the Appointment of Academic Administrators. It is intended that every faculty member will be covered by a Unit Workload Policy. With respect to current faculty whose primary appointment is not held in an academic unit or College as defined in this WLPP, the parties will meet with a view to agreeing on the Unit for these faculty members for the purposes of this Policy. If necessary the Chair of the GRP shall resolve any disputes between the parties with respect to the Unit to which any current faculty with no academic department should be assigned for the purposes of this Policy.

Librarians

- 2.4 Librarians will be covered by a Librarian Workload Policy Committee that will create and maintain a Librarian Workload Policy, including workload norms, standards or ranges appropriate for the libraries and consistent with the terms of this WLPP and the MOA. The composition of the Librarian Workload Policy

Committee will be established through a collegial process that provides a reasonable opportunity for all Librarians to have input regarding which members shall serve on the Committee. This will include an email or other written communication to unit members inviting them to put their names forward for consideration. Committee membership should be reasonably reflective of the membership of the libraries, including reflecting the types of appointments that Librarians hold and should include representation from the UTM, UTSC, and Central and divisional libraries. The University's Chief Librarian shall be the Chair of the Librarian Workload Policy Committee.

Faculty and Librarians

- 2.5 The Unit Workload Policy shall be accessible and communicated annually to all members in the unit.
- 2.6 Unit ~~workload policies~~Workload Policies shall be consistent with the operating obligations of the unit and the University and the rights and obligations of members.
- 2.7.7 Offers of Appointment and renewal letters (if applicable) shall be consistent with the WLPP and the MOA, and shall reference and include a copy of the applicable Unit Workload Policy(ies) and a link to the WLPP.
- 2.8 Unit Workload Policies shall be consistent with Article 8 and the WLPP. In establishing Unit Workload Policies, Unit Workload Committees may also take into consideration workload norms in the same and cognate disciplines within the University (including other campuses).
- 2.8.9 Proposed Unit Workload policies shall be developed and revised collegially at the unit level. Members of the unit shall be invited to provide input on the contents of the proposed policy.
- 2.10 In developing Unit Workload Policies, the Committee should address workload assignments for CLTAs having regard to workload related similarities and differences with tenure and teaching stream faculty in the same unit.
- 2.11 By February 1 the Unit Workload Policy Committee shall establish the proposed Unit Workload Policy and shall forward same to the Dean, or in the case of single department faculties or the libraries, to the Provost (or designate), and to all members of the unit. By February 15, the Dean or the Provost (or designate) shall approve or reject the proposed Unit Workload Policy established by the Unit Workload Policy Committee. If the Dean or the Provost (or designate), acting in a manner that is not irrational, arbitrary or in bad faith, rejects the proposed Unit Workload Policy the proposed Unit Workload Policy will not come into effect, and he or she will respond in writing outlining the reasons for not approving the proposed Unit Workload Policy and request that the Unit Workload Policy Committee meet to review and revise the proposed Unit Workload Policy in light

of the reasons provided by the Dean or the Provost (or designate) in writing. If the Dean or the Provost (or designate) rejects the proposed Unit Workload Policy the Unit Workload Policy Committee will establish a revised Unit Workload Policy within a reasonable time frame. The Dean or the Provost (or designate) shall, within a period of 15 calendar days from receipt of a revised Unit Workload Policy, approve or reject the proposed revised Unit Workload Policy, and paragraph 2.78 will then apply with all necessary modifications.

2.912 Until a Unit Workload Policy is established the previous unit practices concerning workload will continue to apply. After a Unit Workload Policy has been established that Policy will continue to apply until a new Unit Workload Policy is established.

2.4013 Unit ~~workload policies~~Workload Policies shall be reviewed at least every three years by the unit.

2.4114 Each member will be provided with a written assignment of his/her workload duties on an annual basis which includes details of teaching and service. All written assignments for each Unit will be collected in the Office of the Unit Head and made readily available for review at the request of any member of the Unit or the Association.

2.4215 Approved Unit Workload Policies or Unit Workload Policies that are rejected by the Dean or the Provost (or designate) and written responses related to the rejection will be provided to the Association at the same time as they are approved or rejected.

3.0 Establishing Individual Workloads

3.1 After consultation with the member, the Unit Head, or in the case of a librarian the person to whom the librarian reports, shall assign workload to individuals in accordance with the provisions of the WLPP, the Unit Workload Policy, and other factors relevant to the individual.

3.2 In assigning workload to pre-tenure and pre-~~promotion~~continuing status faculty, temporary reductions in teaching and service loads are to be encouraged.

4.0 Establishing the Teaching Component of Normal Workload

The assigned proportion of a faculty member's work will include teaching and preparation for teaching, and the necessary administrative tasks associated with the operation of a collegial environment. The remainder of a faculty member's working time is self-directed and may consist of research, scholarly, creative or professional work consistent with the type of appointment the faculty member holds. Subject to any

requirements in Article 8 of the MOA and the WLPP, individual units shall determine the balance amongst the three principleprincipal components of a faculty member's activities: teaching, research and service.

4.1 As reflected in Article 8 of the Memorandum of AgreementMOA, faculty will not be required to teach in all three terms, nor shall they be pressured to volunteer to do so.

4.2 In considering the teaching component of normal workload, relevant factors include the following if applicable:

- Class size;
- The expected total number of students in all of a member's courses;
- Course coordination and program direction;
- The mix of course levels (introductory, upper year, graduate, etc.);
- The nature of the course (e.g., team-taught, inclusion of writing intensive or critical skills components, first-year seminars, foundation courses, etc.);
- Mode of delivery;
- Contact hours, including in-class and outside of formal scheduled class time;
- Advising duties or equivalent;
- Tutorial, lab, or studio direction or equivalent;
- Supervision of teaching assistants or equivalent;
- Marking/grading responsibilities or their equivalent;
- Course preparation, including but not limited to extraordinary course preparation such as new courses, "short notice", preparation of courses delivered by alternate modes, and for courses which are cancelled;
- Supervision of senior essays or their equivalent;
- Directed reading courses and independent studies courses or their equivalent;
- Graduate supervision, including but not limited to supervision of dissertations, theses or equivalent, and including membership on graduate supervision committees in capacities other than primary supervision.

5.0 Establishing the Service Component of Normal Workload

5.1 Each member shall be expected to accept an equitable share of administrative responsibilities by way of service performed through participation in the decision making councils of the University, and through sharing in the necessary administrative work of their Unit, the Libraries, Faculties, Colleges, Schools, Centres, the University or the Association.

5.2 Members are encouraged to participate in the work of learned societies, academic and professional associations, funding agencies and programs, editorial boards, and academic and professional journals, to serve as external readers of theses or dissertations from other universities, and to take an active role in the community.

5.3 In considering the service component of normal workload, relevant factors include the following if applicable:

- Participation on University governance committees, task-forces, advisory groups or other related activities including participation on committees created by the Office of the President, the Office of the Provost, and/or by Governing Council;
- Participation on Faculty, School, College, Library or Departmental Councils and their subcommittees;
- Participation in UTFA and its committees
- Participation in joint UTFA/Administration committees and activities;
- Holding of academic administrative positions;
- Holding of librarian administrative positions
- Participation in unit level academic and administrative committees
- Service to organizations outside the University which is of an administrative nature, relevant to the University mission and not part of a member's research and scholarly contributions, including serving on review committees for awards, grants, and scholarships.
- University related development activities.
- Participation ~~in such units as the writing centres and~~ in activities designed to support teaching and learning.

5.4 Service may include service of a routine administrative nature, as well as service which contributes to the academic goals and governance of a member's unit and/or Faculty, UTFA, and the University as a whole. Consideration of service may distinguish between membership on and leadership of the various activities and committees. The time horizon used in considering service may exceed one (1) academic year.

6.0 Faculty Members Holding Budgetary Cross-appointments Or Who Hold Their Main Graduate Appointment Outside Their Primary Unit Of Appointment

6.1 Faculty members holding budgetary cross-appointments to more than one unit should be assigned teaching and university service duties in a manner consistent with their percentage appointment in each unit. A common meeting involving the faculty member and all heads of units to which the member is appointed should take place ~~on an annual basis~~ to discuss workload and to resolve any conflicts in expectations between units. This meeting should occur, in person or by telephone, in any given year in which one of the Unit Workload Policies is amended or at the request of the faculty member or any of the heads of relevant units. A written record of the teaching, supervisory and service expectations agreed at the meeting shall be kept by the unit heads and the faculty member.

6.2 Faculty members who hold their main graduate appointment outside their primary unit of appointment should also have a common meeting, in person or by telephone, involving the faculty member and both the unit head and graduate

chair ~~on an annual basis in any year in which one of the Workload Policies is amended or at the request of the faculty member or any of the relevant units.~~

This is to ~~discuss~~clarify workload and to resolve any conflicts in expectations between units. A written record of the teaching, supervisory and service expectations agreed at the meeting shall be kept by the unit head, graduate chair and the faculty member.

7.0 Faculty Members in the Teaching Stream: Additional Provisions

7.1 The duties of faculty members in the Teaching Stream normally consist of teaching students who are in degree programs or access programs, and related professional and administrative activities. ~~Lecturers and senior lecturers~~Teaching stream faculty may have independent responsibility for designing and teaching courses or significant components of courses within their departmental and divisional curricula. While the patterns of these duties may vary from individual to individual, these duties, namely: Teaching and related Administrative Responsibilities; Scholarship, and Service, constitute the principal obligations of faculty members in the Teaching Stream.

7.2 Scholarship refers to any combination of discipline-based scholarship in relation to or relevant to the field in which the faculty member teaches, the scholarship of teaching and learning, and creative/professional activities. Teaching stream faculty are entitled to reasonable time for pedagogical/professional development in determining workload: as set out in paragraph 30(x)(b) of the PPAA *.

*e.g. discipline-based scholarship in relation to, or relevant to, the field in which the faculty member teaches; participation at, and contributions to, academic conferences where sessions on pedagogical research and technique are prominent; teaching-related activity by the faculty member outside of his or her classroom functions and responsibilities; professional work that allows the faculty member to maintain a mastery of his or her subject area in accordance with appropriate divisional guidelines.

7.3 Consistent with Article 4, in determining the teaching component of normal workload both teaching and related administrative responsibilities will be taken into account.

7.4 The amount of service that a teaching stream faculty member will be expected to do will be reasonable and shall not, in general, exceed that which the majority of tenure and tenure stream faculty in the same unit are expected to do.

~~7.5 Appointment and renewal letters for members in the Teaching Stream in a Unit should be consistent with the WLPP and the Workload Policy for that Unit.~~

~~7.6~~7.5 Unit wide reductions in the tenure stream teaching related norms, standards or ranges will not be accompanied by unit wide increases to teaching related norms, standards or ranges for teaching stream faculty.

8.0 Librarians: Additional Provisions

- 8.1 Librarian workload is a combination of tasks assigned and tasks determined through collegial interaction and self direction. While the pattern of a librarian's professional activity may vary from individual to individual, the following three activities constitute a librarian's principal responsibilities:
- (a) Professional practice for the Library, including teaching that has been requested or approved by a Librarian's manager. In considering the teaching component of normal workload for librarians, relevant factors include the factors set out in Article 4.2, if applicable.
 - (b) Research and scholarly contributions, including academic, professional and pedagogical contributions or activities
 - (c) Service, which should be broadly understood to include service to the University, Library and the profession.
- 8.2 Appointed librarians will have the opportunity to discuss with the appropriate unit head or senior administrator the distribution of their duties, taking into account the need for adequate time to ~~fulfill~~ the 3 ~~principle~~principal responsibilities of librarians for the next academic year, at the time of the annual performance review.
- 8.3 When previously unforeseen circumstances warrant, a librarian may request an in-year adjustment to their agreed workload distribution pattern. Requests for an in year adjustment will be considered in a manner consistent with the Librarian Workload Policy, the WLPP, and the WLPPMOA.
- 8.4 The workload distribution of a librarian will be taken into account at the time of the annual performance review and a written record will be retained.
- 8.5 Librarian workloads shall include considerations of reasonable comparability amongst librarians with similar duties in other units.

~~9.0 Tenure or Professional Stream: Additional Provisions~~

~~9.1 The parties agree to meet to discuss additional provisions related to tenure or professorial stream faculty.~~

~~10.0 DISPUTE RESOLUTION~~

~~10.1~~ 1 A member who has a complaint that the assignment of their workload is in violation of paragraph 3.1 of the WLPP or ~~or~~ the Unit Workload Policy must raise their complaint with the person who assigned their workload within 20 working

days of the date on which the member knew or reasonably ought to have known of their workload assignment, and cannot file an individual grievance with the GRP under Article 7 of the ~~Memorandum of Agreement~~MOA.

- | ~~409.2~~ If the complaint is not resolved to the satisfaction of the member within 10 working days of the date of the member's complaint the member can within 10 working days thereafter, refer the complaint to the Dean for multi-department faculties, the provost for single department faculties, or the Chief librarian or Provost as appropriate office where the complaint will be reviewed.
- | ~~409.3~~ If the complaint is not resolved to the satisfaction of the member within 10 working days of the date of the member's referral of the complaint under paragraph 2 above the member can, within 10 working days thereafter, refer the complaint to the Workload Adjudicator. The Workload Adjudicator will review the complainant's workload assignment in the context of the requirements or paragraph 3.1 of the WLPP and the Unit Workload Policy and shall consult with both the complainant and the person who assigned the workload to the member, and such other individuals with whom the adjudicator considers it relevant to consult. The Workload Adjudicator shall make a final and binding determination regarding the complaint and the appropriate remedy, if any, in the event the Workload Adjudicator concludes there was a violation of paragraph 3.1 of the WLPP or the Unit Workload Policy concerning the assignment of workload to the member.
- | ~~409.4~~ The Workload Adjudicator shall be appointed for a two year term and be a current or retired faculty/librarian member or academic administrator at the University of Toronto who is mutually agreed to by the University and the Association. If the parties cannot agree the Chair of the GRP will appoint the Workload Adjudicator after consultation with the parties.
- | ~~409.5~~ The time limits related to this dispute resolution process may be extended by mutual agreement of the Complainant and the Dean, the Chief Librarian, the Provost or by the Workload Adjudicator
- | ~~409.6~~ The Workload Adjudicator may establish his or her own procedures concerning the conduct of complaints and may require the production of relevant documents in connection with a complaint.
- | ~~409.7~~ For clarity, if a dispute arises over the interpretation or application or alleged violation of the WLPP which does not fall within the scope of this Article, it will be subject to Article 7: Grievance Procedure of the ~~Memorandum of Agreement~~MOA.

~~4110.0~~ TRICAMPUS JOINT COMMITTEE

- | ~~4110.1~~ As previously agreed, the parties agree that there should not be significant discrepancies in workload between the same departmental/disciplinary areas

across the three campuses. The parties agree to establish a joint committee, composed of an equal number of representatives appointed by each party, to carry out an examination of workload matters for faculty and librarians at UTSC and UTM. The Joint Committee will also discuss whether there should be a provision preventing faculty from being required to teach on more than one campus of the University on the same day.

Appendix "E"

Anomaly Policy

The Association and the University Administration agree to establish a Joint Working Group to review and make recommendations with respect to a salary anomaly policy for the University of Toronto. Specifically, the Joint Working Group will undertake to:

- 1) Review salary anomaly policies and procedures at other Canadian universities with respect to individual and systemic salary reviews, including policies and procedures relating to applications for, criteria for and decision-making with respect to salary anomaly adjustments, and information reporting with respect to salary anomaly adjustments;
- 2) Consider whether there is a need for a salary anomaly policy at the University of Toronto, and if so, make recommendations for a salary anomaly policy at the University of Toronto.

The Joint Working Group will have up to 3 representatives of the Administration and up to 3 representatives of the Association. The Administration and the Association may each utilize its respective advisors. The Joint Working Group will commence its work not later than January 16, and will complete its work, including recommendations to the parties, by December 31, 2016, or such later date as is mutually agreed.

The Joint Working Group will determine its own procedures. The Administration agrees to provide the Joint Working Committee with such information as is reasonably relevant to the mandate of the Working Committee, with any difference to be determined by the Chair of the GRP.