

## MEMORANDUM OF AGREEMENT

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO  
(the "University")

- and -

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION  
(the "Association")

WHEREAS by letter dated February 19, 2009 (a copy of which is attached hereto as Appendix "A") the University and the Association invited Martin Teplitsky to act as a mediator/arbitrator with respect to salary and benefits for faculty members and librarians under Article 6 of the Memorandum of Agreement between the University and the Association;

AND WHEREAS the parties have exchanged Workload proposals (attached hereto as Appendix "B" is a copy of the University's November 27, 2009 proposal and as Appendix "C" is a copy of the Association's December 14, 2009 proposal);

NOW THEREFORE the parties agree as follows:

1. The University and the Association agree to amend existing Article 8 of the Memorandum of Agreement to add the following new final paragraph:

"Amendments to Article 8 will be made in accordance with and are part of the process under Article 6 of this Memorandum of Agreement."

2.(a) The University and the Association agree to amend existing Article 7 of the Memorandum of Agreement to change the composition of the GRP to provide for a

legally trained person external to the University with experience and expertise in university matters, mutually agreeable to the University and the Association, to be the Chair of the GRP and the Chairperson of each 3 member Grievance Review Committee, with the other two members of a committee coming from the panel composed under the existing provisions of Article 7.

(b) The sentences in existing Article 7: Grievance Procedure concerning the composition of the 7 members of the faculty and 1 librarian and vacancies on the Panel shall be amended to read as follows: "The Grievance Review Panel, composed of 7 members of the faculty and 1 librarian, is appointed by the President of the University after consultation and agreement with the Association."; and "Vacancies on the Panel shall be filled by the President after consultation and agreement with the Association."

(c) It is understood and agreed that the legally trained person external to the University with experience and expertise in university matters to be agreed to as Chair of the GRP and Chairperson of each Grievance Review Committee must be agreed to and identified by the parties pursuant to and as part of paragraph 3 of this Memorandum of Agreement and as a precondition to the implementation of this Memorandum of Agreement. After doing so the parties will amend Article 7: Grievance Procedure to provide that in the future if the parties are unable to agree on the legally trained person external to the University with experience and expertise in university matters to be the Chair of the GRP then the Chief Justice of Ontario shall be asked to appoint the individual upon the application of either party and after consultation with both parties.

(d) If the GRP chooses to retain external legal counsel the GRP will select such counsel, subject to mutual agreement of the University and the Association.

3. Provided that the University and the Association agree to the required amendments to Articles 7 and 8 set out above (including mutual agreement on the legally trained person external to the University to be Chair of the GRP) to give effect to paragraphs 1 and 2 above, then the parties agree that Martin Teplitsky act as a mediator/arbitrator under Article 6 with respect to Article 8, in addition to salary and

benefits for faculty members and librarians under Article 6 of the Memorandum of Agreement, subject to the following:

- (a) If the parties are not successful at mediation the parties may, prior to arbitration and on or after a mutually agreeable date, publicly disclose their respective formally tabled "exit" positions from mediation.
- (b) The terms of any arbitration award will be two years. An arbitration award would therefore apply for the academic years 09/10 and 10/11.
- (c) If the parties are not successful at mediation an arbitration award would be treated in the same manner as a "Unanimous Report" of a Dispute Resolution Panel under Article 6 of the Memorandum of Agreement.
- (d) With respect to an arbitration award as it relates to Article 8 it is understood and agreed that any dispute resolution mechanism concerning assignment of individual workload shall not include external review or decision by third parties, including third party arbitrators, and any decisions concerning such disputes must be made by a member(s) of the University (which includes retirees) agreeable to the University and the Association. Any grievance concerning an alleged breach of the provisions of Article 8: Workload, other than a grievance concerning assignment of individual workload, would be dealt with by the GRP under Article 7 of the Memorandum of Agreement, amended as per paragraph 2 above.

4. The mediation phase of the current mediation/arbitration process before Mr. Teplitsky pursuant to the February 19, 2009 letter attached hereto as Appendix "A" is adjourned and Mr. Teplitsky remains seized in this regard.

5. By the signature of authorized representatives hereunder the University and the Association agree to the terms and conditions set out in this Memorandum of Agreement.

FOR THE UNIVERSITY

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Per:

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Date

FOR THE ASSOCIATION

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Per:

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Date

# APPENDIX "A"

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Toronto  
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File No.

~~DRAFT~~

~~Date~~

Feb 19, 2009

By Fax: (416) 365-7702  
Copy by Mail

Mr. Martin Teplitsky, Q.C.  
70 Bond Street,  
Suite 200  
Toronto, ON M5B 1X3

Dear Mr. Teplitsky:

**Re: University of Toronto and University of Toronto Faculty Association  
- 2009 Negotiations**

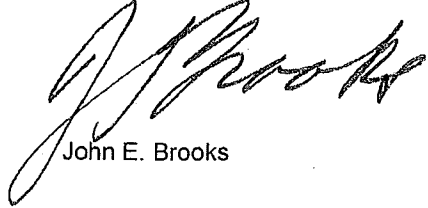
I represent the University of Toronto and Jeffrey Sack represents the University of Toronto Faculty Association and the parties join in inviting you to act as a mediator/arbitrator with respect to salary and benefits for faculty members and librarians under Article 6 of the Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association.

With respect to the invitation to act as a mediator/arbitrator I note that the parties have agreed that:

1. If the parties are not successful at mediation the parties may, prior to arbitration, publicly disclose their respective formerly tabled "exit" positions from mediation.
2. The term of any arbitration award will be one year unless both parties consent to an arbitration award for an agreed upon longer term. An arbitration award would therefore apply for the academic year 09/10 unless otherwise agreed.
3. If the parties are not successful at mediation an arbitration award would be treated in the same manner as a "non-unanimous report" of a Dispute Resolution Panel.

If you are agreeable to accepting this appointment please contact my office and Mr. Sack's office in the normal course to schedule mutually convenient mediation dates.

Yours very truly,

A handwritten signature in black ink, appearing to read "J. Brooks", written in a cursive style.

John E. Brooks

JEB/rm

cc: Jeffrey Sack

Angela Hildyard

## University of Toronto Faculty Workload Proposal

### Preamble

Academic workload is a combination of self-directed and assigned tasks. 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 and other scholarly activity consistent with the type of appointment the faculty member holds. Academic 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. Individual units shall determine the balance amongst the three principle components of a faculty member's activities: teaching, research and service. This flexibility is important for recognizing the unique missions of units and the differences in agreed upon activities of individuals. Consistent with Article 8 of the *Memorandum of Agreement* the University agrees to continue to use its best efforts to ensure that there is an adequate level of support for faculty members relating to working conditions amid equitable distribution of support among members of the same academic division or department (in multi-departmental divisions).

### Joint University / UTFA Workload Discussion

The Memorandum of Agreement between the parties includes Article 8: Workloads and Working Conditions, and Article 17: Changes to Agreement. Article 17 provides that changes or amendments to the Memorandum of Agreement may be made by mutual consent of the parties at any time.

Pursuant to Article 6: Salary and Benefits of the Memorandum of Agreement the parties negotiate in accordance with the procedures in Article 6 concerning salary and benefits for faculty members and librarians. Workloads and working conditions related to Article 8 of the Memorandum of Agreement are not subject to or part of the Article 6: Salary and Benefits negotiations or the procedures under Article 6. However, the parties agree that in the future they will discuss potential changes or amendments to Article 8: Workloads and Working Conditions of the Memorandum of Agreement at the same time that the parties engage in their separate and distinct negotiations for the purposes of Article 6: Salary and Benefits. Any changes to Article 8: Workloads and Working conditions under this process must be made, and can only be made, by the mutual consent of the parties. Notwithstanding, the parties may agree to engage a mediator to assist them in reaching an agreement on amendments to Article 8.

### Principles governing the assignment of workload

The University of Toronto is committed to :

- a fair, reasonable and equitable distribution of workload for academic staff
- a transparent process of workload allocation within a unit, which has decisions being made in accordance with criteria that are known to members within that unit;

- flexibility in workload allocation that reflects the unique missions of units and is consistent with the type of appointment faculty members hold
- criteria for workload allocation that have been developed in accordance with good governance, including the opportunity for members of the unit to contribute to their development and review.
- Workload allocation that takes into account the comprehensive nature of the scope of activities and expectations appropriate to the faculty member's appointment, including approved participation in programs outside the unit.

## Unit Workload

1. All units shall create and maintain workload policies which are consistent with faculty members' responsibilities as outlined in Article 5 of the *Memorandum of Agreement*.
2. Consistent with the *Policy on Appointment of Academic Administrators*, the Chair shall seek the advice of the department/unit in the development and implementation of departmental policy, including workload policies.
3. Unit workload policies shall be accessible and communicated to all faculty members in the unit.
4. The unit workload policy shall identify a range of reasonable teaching and service workloads consistent with the types of appointments that faculty members in the unit hold.
5. The normal workload within units shall be consistent with the operating obligations of the unit and the University.
6. Unit workload policies shall be reviewed at least every five years by the unit.
7. It is recommended that the Dean or Chair/Director establish an advisory committee to review the teaching, and service workload assignments for faculty members in the unit. The composition of the committee membership should reflect the types of appointments that faculty members in the unit hold and the membership should be rotated on a regular basis. The workload advisory committee should take account of the workload policy of the unit in reviewing faculty members' assignments.
8. It is recommended that each unit provide an annual summary of the teaching and service



assignments.

## **Establishing Individual Workloads**

1. The Chair/Director/Dean shall assign workload to individuals in accordance with the principles governing the assignment of workload, the unit workload policy and other factors relevant to the individual.

## **Individual Grievances**

A complaint from an individual faculty member that the assignment of their teaching and service workload is in violation of the principles governing the assignment of workload set out in this document or the workload policy of the unit can be grieved in accordance with the provisions of Article 7 of the *Memorandum of Agreement*.

## **Faculty Members holding budgetary cross-appointments**

1. Faculty members appointed to more than one unit should be assigned teaching and university service duties in a manner consistent with their percentage appointment in each unit. It is recommended that 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 professional expectations and to resolve any conflicts in such expectations between units.
2. A written record of the teaching, supervisory and service objectives agreed at the meeting shall be kept by the unit heads and the faculty member.

## **Faculty Members in the Teaching Stream**

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 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 (see Appendix A); Scholarship and Service (see Appendix B), constitute the principal obligations of faculty members in the Teaching Stream.

1. Scholarship refers to any combination of discipline-based scholarship in relation to the field in which the faculty member teaches, the scholarship of teaching and learning, and creative/professional activities.

2. In considering the teaching and related administrative responsibilities component of normal workload, relevant factors may include the factors set out in Appendix A of this document.
3. Faculty members in the Teaching Stream may voluntarily agree, in accordance with Article 8, to rearrange their teaching schedules so as to include summer teaching as part of their normal teaching loads where this is acceptable to them and to the colleges, divisions or departments (in multi-departmental divisions) offering summer courses.

## Appendix A : Establishing the Teaching Component of Normal Workload

A faculty member shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of his or her students.

In considering the teaching component of normal workload, relevant factors may include the following:

- 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;
- Marking/grading responsibilities or their equivalent;
- Course preparation;
- Directed reading courses and independent studies courses or their equivalent;
- Graduate supervision.

## **Appendix B : Establishing the Service Component of Normal Workload**

Service to the University is performed by faculty members through participation in the decision making councils of the University, and through sharing in the necessary administrative work of their Departments, Faculties, the University or the Association. In performance of these collegial and administrative activities, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

In considering the service component of normal workload, relevant factors may include the following :

- Participation on University governance committees, task-forces, advisory groups or other related activities;
- Participation on Faculty, School, 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;
- 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 faculty member's research program, including serving on review committees for awards, grants, and scholarships.

# University of Toronto Librarian Workload Proposal

## Principles governing the assignment of workload

The University of Toronto is committed to :

- a fair, reasonable and equitable distribution of workload for librarians
- a transparent process of workload allocation
- flexibility in workload allocation that reflects the unique missions of library units and is consistent with the specific position responsibilities of librarians

## Guidelines for Librarian Workload

Article 5 of the Memorandum of Agreement sets out the professional obligations and responsibilities of librarians. These consist of :

- a. the development of his or her professional knowledge and performance
- b. contributions to scholarship
- c. service to the University

While the patterns of these duties may vary from individual to individual, they constitute the librarian's principal obligation during the employment year. Librarians, in fulfilling their roles as contributors in the academic process, have a responsibility to provide leadership, initiative and expertise in realizing the goals and objectives of the Library.

Hence, the duties of a professional librarian member are a combination of:

1. professional practice for the Library
2. research and scholarly contributions, including academic, professional and pedagogical activities
3. service, which should be broadly understood to include service to the University, Library and the profession.

While the pattern of a librarian's professional activity may vary from individual to individual, these three activities constitute a librarian's principal responsibilities.

1. Appointed librarians will have the opportunity to discuss with the appropriate unit head or senior administrator the distribution of their duties for the next academic year at the time of the annual performance review.
2. When previously unforeseen circumstances warrant, a librarian may request an in-year adjustment to their agreed workload distribution pattern.
3. The workload distribution will be taken into account at the time of the annual performance review and a written record will be retained.

4. Unit workloads shall include considerations of reasonable comparability amongst librarians with similar duties in other units.

# APPENDIX "C"

## REVISED UTFA WORKLOAD PROPOSAL – WITHOUT PREJUDICE – DECEMBER 14, 2009

### 1. Faculty and Librarian Workload Assignment Principles

1.1 Workload for faculty (including teaching stream faculty), and librarians shall be assigned in a *fair, reasonable, timely*, and *equitable* manner, to be guided by *of transparency, good governance, comprehensiveness, flexibility, enforceability* and *proportionality*.

**Fair.** In this context, fairness includes the obligation to assign workload in a manner consistent with a climate of professional support and mentorship, with due consideration for the abilities of members, and in a manner that is not punitive or detrimental to individual members or groups of members.

**Reasonable.** Reasonableness in this context includes the obligation to assign workload in a reasonable manner and in light of due consideration of the full range of activities undertaken by the member, as well as the expectations, capabilities, and aptitudes of that member.

**Equitable.** Equity in this context includes the obligation to ensure equitable workload assignment, primarily within units, including those units wholly or partially split across more than one campus.

**Transparent.** Transparency in this context includes the obligation to ensure that decisions with regard to workload assignment are made in a manner that is known to members within a unit, and also, that workload assignments for individual members will be made in explicit relation to workload assignments for other members of the same unit in a manner that allows members to compare aspects of their own workloads to their peers.

**Good Governance.** In this context, good governance includes an obligation to ensure that the propagation and administration of workload norms and the production of workload related metrics within units shall be subject to meaningful and ongoing input and participation by members of the units; that members have regular opportunities to review and revise workload assignments; and generally that workload assignment respects academic freedom and a reasonable degree of professional autonomy, and is not simply imposed by unit chairs, heads, coordinators, or more senior members of the administration.

**Comprehensive.** In this context, comprehensiveness includes an obligation to ensure that workload assignment and the enforcement of workload provisions will be based on assessments of all duties and activities by members

of a unit that fall reasonably within the scope of activities and expectations appropriate to the member's appointment, including any employer approved participation of the unit's members in programs outside the unit.

**Flexibility.** Flexibility in this context includes an obligation to ensure that propagation, administration and enforcement of workload norms will reflect the diversity of responsibilities and activities of members as well as meaningful input from those members.

**Enforceability.** In this context, enforceability includes an obligation to ensure that the standards and processes for determining and monitoring workload metrics and norms can be enforced, and that there is a expedited remedy for individuals or groups who believe that their workload has not been assigned in accordance with the principles and applicable norms.

**Proportionality.** In this context, proportionality includes an obligation to ensure that workload assignment for individual members will correspond in proportion to the appointments and professional expectations of members. All faculty appointments should feature three explicit and distinct components recognizing research and professional activities, teaching and service. Librarian appointments should similarly feature three distinct components corresponding to research and professional development, professional activities, and service.

1.2 Workload shall be assigned equitably within each unit, consistent with each member's appointment and including all teaching, research/scholarly/creative/professional activities and service. In the determination and assignment of individual workload, the principle of equal credit for equal work shall apply to all members of the unit.

1.3 Temporary reductions in teaching and service loads for pre-tenure faculty and pre-promotion teaching stream faculty are to be encouraged and facilitated.

1.4 Unit heads will ensure work is organized and distributed to allow all faculty and librarians to take annual vacation.

1.5 The workload norms of a Unit to be determined under section 2 below shall be defined by current practices, as modified by the rules and procedures set out in this workload provision, and as otherwise agreed by the parties.



- 1.6 The Employer shall use best efforts to provide an infrastructure, both human and material, to support and enhance teaching and research activities. In fulfilling this responsibility, the Administration will give serious consideration to all reasonable recommendations from Unit Workload Committees respecting such matters
- 1.7 The parties recognize that class sizes are a pedagogical concern and are normally determined by collegial decisions.
- 1.8 The parties hereby reaffirm their commitment to the principle, reflected in the requirements of the Memorandum of Agreement, that faculty will not be required to teach in all three terms, nor shall they be pressured to volunteer to do so.
- 1.9 The parties reaffirm their commitment to ensuring there are no significant discrepancies among the same departmental/disciplinary areas across the three campuses.
- 1.10 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 the teaching, learning and working conditions for faculty and librarians at UTSC and UTM.

## **2.0 Unit Workload Committees**

- 2.1 Each unit will establish a unit workload committee to formulate and implement workload norms appropriate to that unit. Unit means Department, Division, School or College, as applicable, or, in the case of Faculties without a Department or School structure, Faculty. In the case of Libraries, the unit shall refer to the individual library. Libraries with less than 5 librarians will participate in the workload committee of the largest appropriate library.
- 2.2 The composition of the committee will be established through a collegial process that provides opportunity for all members of the unit to have meaningful and substantive input regarding which members shall serve on the committee. The committee shall be broadly representative of the members in the unit.
- 2.3 By January 15, 2011, the unit workload committee of each unit will establish workload norms. Thereafter the norms will be reviewed by the committee, and, if necessary, modified, every three years pursuant to the process set out in this section. The committee will establish workload norms for members of the unit, taking into account the

workload assignment principles set out in 1.1, workload guidelines set out in section 7 below, and any other workload guidelines established between the Association and the Administration for the tenure stream, the teaching stream or the librarian stream. Any such guidelines will be consistent with the workload assignment principles.

2.4 The unit workload committee will forward the proposed unit workload norms to the Dean or Chief Librarian and to all members of the unit. By February 15, the Dean or Chief Librarian shall accept the proposed workload norms approved by the committee provided that the norms permit the unit to fulfil its academic program obligations. Where approved by the Dean or Chief Librarian of the respective unit, the norms established by the committee under 2.3 shall take effect and will be communicated to all members of the unit and to the Association

2.5 If the Dean or Chief Librarian rejects the proposed unit workload norms, he or she will:

- a) explain in writing how the proposed norms do not allow the unit to fulfil its academic program obligations;
- b) explain in writing what changes to the academic obligations and/or resources of the unit and/or the proposed workload norms would be necessary to allow the unit to fulfil its academic program obligations

The Dean or Chief Librarian will meet with the unit workload committee to address his or her concerns relevant to whether the proposed workload norms permit the unit to fulfil its academic program obligations, and together with the Committee, will endeavour to come to an agreement on workload norms for the unit. Any agreement reached between the committee and the Dean or Chief Librarian shall be subject to approval by a majority of members of the unit who cast ballots in a vote.

2.6 Until new unit workload norms are established, the previous unit workload norms will continue to apply.

### **3.0 Establishing the Teaching Component of Unit Workload Norms**

3.1 In the course of establishing the unit workload norms under section 2, the teaching component will typically be expressed in terms of full course equivalents (FCEs) per year. This is intended to comprehensively measure teaching activities and is not to be taken literally as merely the number of full courses taught in one year. The unit workload norms, as they relate to teaching activities, must take into account a comprehensive mix of all teaching related activities. Specifically, the elements below must be considered:

- (a) Class size;
- (b) The expected total number of students in all of a member's courses;
- (c) Course coordination and program direction;
- (d) The mix of course levels (introductory, upper year, graduate, etc.);
- (e) The nature of the course (e.g., team-taught, inclusion of writing intensive or critical skills components, first-year seminars, Foundations courses, etc.);
- (f) Mode of delivery;
- (g) Contact hours, including in-class and outside of formal scheduled class time;
- (h) Advising duties or equivalent;
- (i) Tutorial, lab, or studio direction or equivalent;
- (j) Supervision of tutors, markers/graders or equivalent;
- (k) Availability of markers or laboratory assistants or teaching assistants;
- (l) Marking/grading responsibilities or their equivalent;
- (m) Course preparation, including extraordinary course preparation such as new courses, "short notice", preparation of courses delivered by alternate modes, and for courses which are cancelled;
- (n) Supervision of seniors' essays or their equivalent;
- (o) Directed reading courses and independent studies courses or their equivalent;
- (p) Guest lecturing or its equivalent;
- (q) 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.

3.2 In establishing unit workload norms, unit workload committees will also take into consideration workload norms in the same and cognate disciplines within the University (including the other campuses).

3.3 Student/faculty ratios have increased substantially in recent years without proportional increases in teaching support (in the form of TAs). Unit Workload Committees shall establish fair and equitable guidelines for TA support levels. Faculty may refuse to teach courses for which adequate TA support is not provided.

#### 4.0 *Establishing the Service Component of Unit Workload Norms*

4.1 Each member shall be entitled and expected to accept an equitable share of administrative responsibilities by participation in the work of the University through membership on, for example, Department, Faculty, and University committees. 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.

4.2 The service component of unit workload norms is recognized as including contributions to the governance of the University and collegial academic and administrative activities. Service to the University is an important part of a member's professional obligations and responsibilities.

4.3 Service includes, but is not limited to, the factors listed below:

- participation on Committees created by the Office of the President, the Office of the Provost, and/or by Governing Council;
- participation on Faculty, School, Library or Departmental Councils and their subcommittees;
- participation in UTFA and its committees
- participation in joint UTFA/Administration committees and activities;
- participation in the Colleges and their various committees;
- participation in such units as the Writing Centres and in activities designed to support teaching and learning;
- holding of academic administrative positions;
- participation in unit level academic and administrative committees
- University Advisory Committees, Task Forces and the like;
- service to organizations outside the University which is of an administrative nature, and not part of a member's research program, including serving on review committees for awards, grants, and scholarships;
- University related development activities.

4.5 Service may include both 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.

## **5.0 Establishing and Assigning Individual Workloads**

5.1 The Dean or Dean's designate, or Chief Librarian or Chief Librarian's designate will, after consultation with the member, assign workload to individuals in accordance with:

- A) the workload assignment principles set out in section 1;
- B) the workload norms developed under section 2;
- C) the recognition and determination of teaching and service components under sections 3 and 4;
- D) any guidelines applicable to the individual's particular stream, including the guidelines set out in section 7 below; and
- E) factors relevant to each individual, including the terms of each member's appointment (which includes all teaching, research/scholarly/creative/professional activities and service to university).

5.2 For certainty, in the case of the tenured and teaching stream, the factors in 5.1(e) include the relationship of teaching duties to the member's area of research and teaching expertise, the number of separate courses taught, the level (introductory, upper year, graduate) of each course, the total number of students in the course (or section in multi-section courses), the availability of assistants, the location of the course or field supervision, whether the course is new or requires substantial revision, the nature of the subject and the teaching and evaluation methods including modes of delivery, requirements for supervision of/advising of/additional contact with undergraduate and graduate students, work with graduate students, and any circumstances originating in the individual's research and teaching that warrant special consideration in the establishment of individual workloads.

5.3 In the case of a librarian, the factors in 5.1(e) include courses and/or classes taught, administrative duties, number of liaison and/or selection responsibilities, supervision and training responsibilities, whether an activity is new or requires substantial revision, research and planning required for effective performance of new activities and duties, and any circumstances originating in the individual's research and teaching that warrant special consideration in the establishment of individual workloads.

5.4 Only teaching and service responsibilities may be assigned to a faculty member. While time can be allocated for research and creative and professional activities or pedagogical /professional development, specific areas shall not be assigned

5.5 Faculty members appointed to more than one unit shall be assigned teaching and university service duties in a manner consistent with their percentage appointment in each unit. A common meeting involving the member and all chairs, heads, directors, or other senior administrators of the units to which a member is cross-appointed will

take place before July 1st of each year, at the written request of the member, in order to discuss workload and professional expectations and to resolve any conflicts in such expectations between units. Any remaining conflicts pertaining to differing unit norms for cross-appointed members shall be resolved subject to existing and negotiated grievance procedures. A written record of the teaching, supervisory and service objectives, and professional expectations, agreed at the meeting will be kept by the unit heads and the faculty member.

5.6 A member will not normally be required to teach more than four (4) days in any week. A member will not normally be required to teach over a period of time spanning more than eight (8) hours in any one (1) day. A member will not normally be required to teach within eleven (11) hours following the end of his/her scheduled teaching on one (1) day and the beginning of his/her scheduled teaching on the following day. A member shall not normally be required to teach or be physically present on more than one campus of the university in the same day. It is understood that a member may voluntarily agree to teach other than as set out above but that such a decision shall be free of coercion or undue influence by others in positions of authority vis-à-vis the member in question.

5.7 Individual workloads will be communicated annually to all unit members in accordance with principles of transparency and timeliness. In order to promote the workload assignment principles, including those of transparency and equity, the unit head shall make available a list of teaching and service duties (including FCEs as applicable) of members in the unit, as they are being formulated for the following academic year, as well as a summary list of final allocations in the fall for that year. A copy of the summary list of final allocations will be provided to the Association.

5.8 After consultation with the member, the member shall be offered an initial workload proposal in writing by April 15. The unit head and the member shall use their best efforts to reach agreement on the workload assignment.

## **6.0 DISPUTE RESOLUTION:**

6.1 An individual who believes that his/her workload assignment is not in accordance with the provisions of section 5.1 or who otherwise believes that he or she has not been treated in accordance with the requirements of this workload provisions, shall....

**NOTE: NEED TO DISCUSS WITH ADMINISTRATION A TIMELY AND EFFECTIVE PROCESS, IDENTIFYING THE STEPS (NO MORE THAN TWO) PRIOR TO REFERRAL TO BINDING DISPUTE RESOLUTION, AND SETTING OUT A PROCESS FOR BINDING DISPUTE RESOLUTION**

## **7.0 GUIDELINES FOR EACH STREAM:**

### **7.1 Guidelines Specifically Applicable to Teaching Stream**

*For the Teaching Stream, the following definitions apply.*

1. Scholarship refers to any combination of discipline-based scholarship (including research), the scholarship of teaching and learning, and creative/professional activities. Teaching stream faculty engaged in any one of these areas are engaged in scholarship.
2. Teaching and service load refers to the elements for measuring FCEs as set out above in section 3, and for measuring service as set out in section 4.
3. For the teaching stream, workload refers to teaching load, scholarship, and service activities

*For the Teaching Stream, the following additional principles will apply:*

1. The teaching component of the workload of a teaching stream faculty member, when all teaching-related activities are counted, should not exceed the total of 50% more than the teaching component of the unit workload norm for his/her tenure stream colleagues
2. The PTR formula will normally be articulated as follows: no more than 60% teaching; no less than 20% scholarship; 20% service.
3. Workload expectations will not be arbitrarily increased or altered.
4. The appointment letter of a new hire should reflect loads that are equitable with those established in the teaching stream in the unit. Any reduction in teaching load in the tenure stream within a unit should be accompanied by an analogous reduction in the teaching stream. Similarly, any increase in administrative tasks should be accompanied by teaching release.
5. The workload committee in each unit will ensure, in consultation with the chair, principal, or dean, that the assignment of courses by the unit head will be made on a basis which allows the teaching stream equitable access to courses which they are qualified to teach.

### **7.2 Guidelines Specifically Applicable to Librarians**

The proportionate distribution of time for librarian activities will be:

- i. a minimum of 60 % to a maximum of 80% professional practice;
- ii. a minimum of 10% to a maximum of 20% scholarly contributions; and

iii. a minimum of 10% to a maximum of 20% service

Appointed librarians will, in consultation with the appropriate unit head or senior administrator, request duty distribution for the upcoming academic year annually at the performance review. Newly hired librarians with permanent status shall have their workload distribution determined prior to the start of their contract. A librarian's request for a specific distribution shall not unreasonably be denied

The workload for librarians shall be established with due regard for their research and scholarly responsibilities. Release time shall be made available, within the scheduling of the normal work week, so that librarians may pursue research and scholarly work. Librarians desiring to take the research and professional development days to which they are entitled shall notify their supervisors or the Head Librarian; such requests shall not be unreasonably denied.

When previously unforeseen circumstances warrant, professional librarian members may request an in-year adjustment to their selected workload distribution pattern. Such an adjustment will not be unreasonably denied.

The workload distribution chosen will be taken into account during performance review.

Unit workloads shall include considerations of equity amongst librarians with comparable duties in other units.

### **7.3 Additional Guidelines Specifically Applicable to Tenure or Professorial Steam**

The parties agree to meet to develop such guidelines, in addition to the 40/40/20 teaching/research/service principle, failing which they will be the subject of future negotiations under Article 6. In this respect, particular concerns in the tenure stream originate from the proliferation of service and administrative work, tied *inter alia* to teaching and graduate supervision and to dwindling levels of staff support. Other concerns originate in the need to protect an adequate volume of time for research, and an adequate distribution of research time over the course of an academic year.



## **8.0 General**

8.1 It is not intended that this workload Article be applied in a manner that increases workload for specific individuals or groups of individuals; rather the intent is to reduce excessive workloads, facilitate research and scholarship by placing appropriate limits on teaching and administrative workload, enhance transparency in the assignment of workloads, improve equitable distribution of workloads

8.2 Workload is to be subject to the Article 6 process