

The parties appointed me as mediator/arbitrator for the periods July 1, 2009 to June 30, 2010 and July 1, 2010 to June 30, 2011.

The mediation phase dealt with non-monetary issues - workload and dispute resolution. The parties were successful in reaching resolutions subject to certain details of which I remain seized. These represent substantial gains for UTFA and necessitate amendments to The Memorandum of Agreement. For reasons which will become apparent, mediation on pension, salary and benefits was unsuccessful.

There has been a very recent review of the principles applicable to interest disputes between these parties. Chief Justice Winkler issued an award on March 27, 2006 for the years 2005-2006 and 2006-2007. Because I am in agreement with the Chief Justice's useful analysis of the guiding general principles, it is unnecessary for me to review these. I must, however, consider one matter which confronted the parties in this round of mediation/arbitration but was not an issue when Chief Justice Winkler made his award.

The Government tabled its Budget Bill (Bill 16) on March 25, 2010. Schedule 25 to Bill 16 is the "*Public Sector Compensation Restraint to Protect Public Services Act 2010*" (the Act).

This Act precludes any increases in compensation for a 2-year period - March 24, 2010 to March 31, 2012. It applies to approximately 350,000 public sector employees who are not

represented by a Union or an association. This total includes approximately 1,300 U of T employees. UTFAs members are not directly affected by this legislation because they are represented by an association. Presumably the reach of the Act was limited because of a concern that including unions and associations would infringe on freedom of association in the Charter of Rights. As matters stand, 1,300 U of T employees are not eligible for increases. The rest are. This is an unsatisfactory outcome within any organization and particularly a University which promotes collegiality. In the larger picture, private sector employees receive wage increases. Some in the public sector do not. No doubt this dichotomy must strike the affected public sector employees as unfair.

In any event, the Government attempted to achieve indirectly what it had been unwilling to legislate, judging by the following "Frequently Asked Question" document issued on March 24, 2010. The relevant portions include the following:

"105. The Government provided further comment on the Budget statement above in a Frequently Asked Question ("FAQ") document issued on March 24, 2010 (Tab 18, University Documents) concerning employees in the broader public sector represented by trade unions or organizations that collectively bargain compensation with employers as follows:

Q. Why only non-bargaining employees of public sector employers, and not those who bargain collectively (e.g. unionized)?

A. All broader public sector employees would be asked to contribute to protect public services during these challenging times. It is only the fair thing to do.

Non-bargaining employees would see their compensation structures frozen for two years.

Employees who are part of a union or who bargain compensation collectively would see their current agreements honoured. When these agreements expire and new contracts are negotiated, the Government will work with transfer payment partners and bargaining agents to seek agreements of at least two years' duration that do not include net compensation increases.

The fiscal plan provides no funding for compensation increases for future collective agreements.

It doesn't matter whether contracts expire next month, next year or the year after that—all employers and employee groups will be expected to do their part.”

In this release, the Government asserts that any negotiated increases will not be funded. Because public sector employers are dependent on Government funding in whole or in part, this is a very serious threat, which would impact any employer's bargaining position.

The University submitted that in the context of a replication model of interest arbitration, I should take this legislation and the accompanying policy statement into account in fashioning any award. UTFA was adamant that such a course would be de facto recognition of ability to pay as a relevant criterion in a public sector interest arbitration and would compromise the independence of arbitrators. My reasons for rejecting the University's submission are these:

This interest dispute is governed by a Memorandum of agreement between the parties which was initially made on June 28, 1977. It has been amended from time to time and the last consolidation of which I am aware is dated December 31, 2006. Included in Article 6 is this direction to the arbitrator: "attempt to reflect the agreement the parties would have reached if they had been able to agree". In my respectful opinion, because the parties in their bargaining should have known that an interest arbitrator would not take the legislation into account, the replication principle supports the opposite conclusion than the University is contending for.

The parties know that ability to pay has been rejected by interest arbitrators for at least 4 decades. Chief Justice Winkler, in his award cited the following passage from an award by Arbitrator Shime in *Re McMaster University*:

"...there is little economic rationale for using ability to pay as a criterion in arbitration. In that regard I need only briefly repeat what I have said in another context, that is, public sector employees should not be required to subsidize the community by accepting substandard wages and working conditions...(internal citations omitted). ...[T]hus, for example, if I were faced with data showing that the salary scale for assistant professors at McMaster was less than that of other universities in Ontario, I would have no hesitation in increasing the amount to achieve the same standard for McMaster regardless of the university's fiscal position."

It is plain that what drives the Government's legislation and policy is its legitimate concerns about the huge provincial deficit and its impact on the Government's ability to provide services. Obviously "0%" public sector increases make funding of services easier. The full title to the legislation makes this intent clear. This is a clear case of either requiring or asking public sector employees to subsidize the public because public services benefit the public as a whole. A

more equitable approach to protect these services would be to spread the "pain" widely by measures which increase revenues (more taxes or user fees) although I recognize that such measures would be less popular than the one adopted by the government. I agree with UTFA that recognizing the "Act" as relevant would be a recognition of ability to pay as a relevant criterion and recognizing the policy statement would compromise my independence. I would appear a minion of government. Thus, in fashioning this award, I have not taken into account either the legislation or the policy.

On the other hand, the legislation and the policy may impact collective bargaining outcomes, particularly in a "strike-lockout" regime. Evidence of some "0" contracts was adduced. In the next round of bargaining between these parties, University sector comparables will probably be lower. Because University sector comparables should be considered, dispute resolution between these parties may be affected. And, interest arbitrators will consider these comparables regardless of the reasons which have contributed to the result because these will be relevant collective bargaining facts. However, there is no impact in this round because most Universities had settled for 2009-2010 and 2010-2011 before the Compensation Restraint Act was passed.

Salaries

I accept as Chief Justice Winkler concluded, that UTFA's members should be "at the top of the market". They clearly are. To the extent that comparative total compensation can be determined by me on the available evidence, the average faculty salary at the U of T is

significantly higher than at other comparable Universities. Additionally, UTFA members make smaller pension contributions than other comparables.

The Position of the Parties

Consistent with the Government's directive, the University proposes a "0" increase in each year. UTFA asks for approximately 3.5% in each year, the average increase at other comparable institutions. The University also proposes an increase to faculty pension contributions and UTFA seeks augmentation for retirees. A few benefit issues were resolved. (See Schedule "A")

In fashioning this award I propose to follow Chief Justice Winkler's approach which included a "multi-factoral" analysis. Chief Justice Winkler also recognized the corollary to the principle that public sector employees do not have to subsidize the public; namely, that the community does not have to subsidize public sector employees. Chief Justice Winkler referred to Arbitrator Adam's award in *Re Beacon Hill Lodges and SEIU* at pg. 4-5 where he wrote:

"The ideal of interest arbitration is to come as close as possible to what the parties would have achieved by way of free collective bargaining in the sense that to do more would affect an unwarranted subsidization of nursing home employees by the public and to do less would result in nursing home employees subsidizing the public. ..."

I turn to the various factors.

CPI

In my opinion, based on the approach in prior rounds of bargaining, CPI is considered retrospectively. In other words, for 2009-2010 and 2010-2011, the relevant CPI increases are 2008-2009 and 2009-2010. UTFA submitted that these were approximately 2% in each year. In fact, the total increase in the CPI, whether one looks at June 2008 - June 2010 or July 2008 - July 2010, is approximately a total of 2%. The Faculty's position in the past has been that CPI protection is the minimum that the ATB increase should generate. In fact, over the past 30 years, total increases in the ATB have coincided almost exactly with the increase in the CPI for the same period. In any bargaining round, the ATB increase has been higher or lower than the CPI increase. For example, in the settlement for 2007-2008 and 2008-2009, the ATB increase exceeded the CPI for those years. Although increases in CPI are not determinative, the fact of a 30-year coincidence between the total ATB increases and the increases in CPI, and the obvious role of CPI in the ATB increase given a compensation structure which includes PTR, CPI is a very relevant factor.

General Economic Conditions

For the two years in question, it seems to me that overall economic conditions are poor. The optimism expressed in the Spring of 2010 has faded less than 6 months later and predictions are pessimistic. Unemployment continues at rates in excess of 8% . This is better than in the USA but too high to suggest substantial economic recovery. Recent declines in residential real estate activity are also ominous. However, it is difficult to translate general economic conditions into an award in considering not for profit sectors. In a private sector dispute if economic

conditions have hurt the employer's financial position, this can be shown and is direct evidence of the impact of economic conditions. A direct correlation does not exist in the public sector. In a recent award between SEIU and Extencicare (The Master Agreement) the arbitrator declined to consider the "Act" but he awarded 1.45% for 12 months, a total of 2% for 16 ½ months because of economic conditions. This award is about 25% less than both other increases in the health care sector and private and public sector settlements generally. In deciding public sector disputes, I have always considered that what the community generally is receiving from its employment in wage increases is the best measure of the impact of economic conditions. Applying a deduction for economic conditions which is not tied to an objective standard strikes me as either arbitrary or mere guesswork.

Private and Public Sector Settlements

To recognize the principle that the public does not have to subsidize public sector employees, it is necessary to examine what the private and public sector have achieved in wage increases over the relevant period. Ministry of Labor statistics for 2009 show wage increases for all settlements of 2.1%. For 2010, the overall average is 2.3%. Obviously the Faculty's demands, if given effect to would result in the public subsidizing the award. Equally, 2 "0's" as sought by the University would result in UTFA subsidizing the public.

In this context, I need to address a submission advanced by Mr. Sack. As Canada's leading practitioner in interest disputes on the Union side, his submissions are entitled to great weight. However, I find myself on this rare occasion unable to agree with him. Mr. Sack

submitted that rather than examining private sector settlements broadly, I should consider those sectors which provide services akin to those supplied by UTFA's members: professional and technical services, management of companies and enterprises, educational services, health care and social assistance and public administration. These sectors achieved wage gains in the 2009 fiscal year between a low of 3.9% and a high of 7.8%.

In my respectful opinion these groups and these statistics are not helpful.. Comparables are usually examined for two different reasons. One reason is to determine whether the equitable principle of equal pay for equal work is being followed. Ordinarily, persons living and working in the same general area performing the same work should receive more or less the same compensation. UTFA's members enjoy the highest average total compensation in the University sector. Any award I make will continue their position at the "top of the market". How the equal pay for equal work principle applies to these other groups is impossible to determine because there is no evidence of what the average earnings in these other sectors are or how these sectors actually compare to a university setting which is research intensive.

Another use of comparables is to determine a wage increase in any particular year. Mr. Sack submits that if a firefighter or police officer in City X received a 3% increase, a firefighter in city Y should receive the same increase; so too in the university sector. What this analysis omits is that this approach only applies if the firefighter in City Y had a historical relationship of approximate parity with either the firefighter or the police officer in City X. UTFA is at the top of the market. It has never been in a position of approximate parity with other universities. Its

position at the top of the market will not be disturbed with an increase less than that achieved at other universities where faculty are likely seeking catch-up increases with UTFA. UTFA is driven to argue that its relative position at the top of the market must continue with no change. There is no arbitral authority for this proposition of which I am aware. Moreover, such a principle would stultify bargaining. Indeed, UTFA would be hostage to the bargains of its colleagues at other institutions. As opposed to being an important factor in wage determination, these results would be controlling. Moreover, in the context of the U of T which is "at the top of the market" being chased by the rest of the sector, the inevitable result would be "whipsawing".

University Comparable

For each of 2009-2010 and 2010-2011, these are in the 3%-4% range with an average of 3.5%. These increases were negotiated both before and after the onset of the "recession". Historically, the parties have considered these comparable and they are an important factor.

However, as I have noted, one should recognize that those comparable are "chasing" the sector leader, which is the U of T. "Catch-up" arguments are available to them. Were it necessary to award 3.5% to keep UTFA at the "top of the market", I would do so, notwithstanding such a level of increase considerably exceeds what the public, on average, is achieving in wage increases. Arbitrator Shime indicated in *McMaster*, supra, that the equal pay for equal work principle would trump the principle that the community should not subsidize the public sector. By analogy, the same approach would apply to "top of the market". As I have said, that is not this case.

Taking all of the above factors into account, I have concluded that the following increases to the ATB for 2009-2010 and 2010-2011 should be awarded:

Commencing July 1, 2009, 1.25% or the following flat dollar increase if its value is greater than 1.25%:

- an increase to the annualized salary for tenured/tenure stream professoriate of \$1,720;
- an increase to the annualized salary for teaching stream faculty of \$1,215 ;
- an increase to the annualized salary for Librarians of \$1,143

Commencing January 1, 2010, 1.00% not compounded or the following flat dollar increase if its value is greater than 1%:

- an increase to the annualized salary for tenured/tenure stream professoriate of \$1,376;
- an increase to the annualized salary for teaching stream faculty of \$972.
- an increase to the annualized salary for Librarians of \$914.

Commencing July 1, 2010, 1.25% or the following flat dollar increase if its value is greater than 1.25%:

- an increase to the annualized salary for tenured/tenure stream professoriate of \$1,791;
- an increase to the annualized salary for teaching stream faculty of \$1,265;
- an increase to the annualized salary for Librarians of \$1,190

Commencing January 1, 2011, 1.00% not compounded or the following flat dollar increase if its value is greater than 1%:

- an increase to the annualized salary for tenured/tenure stream professoriate of \$1,433;
- an increase to the annualized salary for teaching stream faculty of \$1,012;
- an increase to the annualized salary for Librarians of \$952

The formula for the flat dollar increases is complicated, so I shall remain seized should

there be any errors or difficulties in the way I have expressed it or in its implementation.

With the other improvements, I am awarding the overall total compensation for the two years is over 5%. This is more than sufficient for CPI protection and somewhat above the average of overall increases in the public and private sectors. Recognition of comparable university settlements requires some upward adjustment. This award leaves the faculty "top of the market".

The usual PTR will be awarded for July 1, 2010.

All of these amounts are fully retroactive. I turn to the Pension issues.

Pension

The University sought a substantial increase in member contributions based on the pension plan's deficit and because at some comparable universities, pension plan contributions are higher.

Although this demand is framed within the pension context, it is, in reality, an attempt to reduce total compensation. I am not satisfied that a reduction in total compensation is warranted. Rather, I have found that an increase is appropriate. To take away with the left hand what was given with the right seems inconsistent.

Pension Augmentation

UTFA argued strenuously for augmentation. Although the University framed its opposing argument as one of principle, I do not view it that way. The relevant CPI increases for purposes of augmentation were very low. There is no pressing need at this point for any augmentation. There is no reason why augmentation cannot be achieved in subsequent rounds. There is no doubt that the pension plan is in difficulties. Adding to the liabilities of the plan without guaranteeing the funding for the additional liability is not wise at this time. This demand is dismissed.

PERA

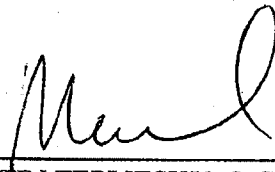
UTFA sought increases. I find that an increase to \$1,500.00 per annum for all UTFA members is appropriate. A further increase for Pre-Tenure and Pre-Promotion Teaching Stream Faculty to \$1,750.00 is also awarded. This applies to all Pre-promotion Teaching Stream Faculty whether or not they are working on 3-year contracts. However, they must be in the pre-promotion stream. This shall be applied retroactively.

Per Course Stipend and Overload Rate

These rates should be increased to \$15,000.00 for 2009-2010 and \$15,340.00 for 2010-2011. This shall be applied retroactively.

Pending implementation of this award I remain seized.

DATED the 5th day of October, 2010

A handwritten signature in black ink, appearing to read 'Martin Teplitsky', written in a cursive style.

MARTIN TEPLITSKY, Q.C.
Mediator/Arbitrator

SCHEDULE "A"

**MAY 13, 2010 UNIVERSITY OF TORONTO AND UTFA ARBITRATION BEFORE
MARTIN TEPLITSKY, Q.C. – ADDITIONAL ISSUES RESOLVED**

1. **Child Care Benefit** – On a go forward basis revise the existing benefit to adjust the individual per child maximum amount annually so that the entire amount of the capped fund will be spent. For the 2010 year and the 2011 year, on a one time only basis, unspent funds from the 2008 allocation (\$350,000) and from the 2009 allocation (\$240,000) will be added to the total capped fund available for 2010 in the amount of \$295,000 and 2011 in the amount of \$295,000, and the benefit amount per child will be adjusted so as to pay out the full amount of the \$1,295,000 fund in each of those two years. Each year thereafter, the per child maximum will be adjusted so that the full \$1,000,000 capped fund is allocated.
2. **SRA** – Establish a Working Group to discuss the current SRA and issues related thereto.
3. **Benefit Issues** – Establish a new Joint Benefits Committee as per the attached. Martin Teplitsky remains seized if necessary on the "disclosure" and "most" vs. "all" issues.
4. **Adoption Leave** – Agreed in principle that adoptive parents to have same paid top up and unpaid leave as biological parents, parties to meet to clarify harmonization of this benefit.
5. **UTFA Dues Redirection** – Without prejudice to either parties' position on whether this issue is or is not an Article 6 issue, the existing options for UTFA dues redirection to be revised to provide that UTFA dues may be redirected to the University of Toronto's President's Scholarship Fund available for first year undergraduate students or the United Way.
6. **Early Retirement** – The parties will complete their discussions concerning an agreed upon form of written notice of early retirement which will include a 30 day cooling off period.

CONFIDENTIAL AND WITHOUT PREJUDICE – MAY 13 2010

Joint Benefit Committee

- 1) The Committee will consist of 3 representatives from the University and 3 from the University of Toronto Faculty Association (UTFA). The Chair will rotate between the parties.
- 2) The Committee will meet at least quarterly
- 3) Terms of Reference for Joint Benefit Committee:
 - a. Review of claims experience, including trends, impact of negotiated plan changes, and impact of external changes (e.g. Health Canada, OHIP changes, Ontario Drug Benefit Plan) that affect plan provisions and/or claims patterns. Plans include Health and Dental, LTD, Life and Joint Membership
 - b. Review of annual plan financial statements and renewal/premium recommendations from HR/Finance
 - c. Participate in an advisory capacity in the selection of plan administrator(s), should plans be marketed.
 - d. Review claim rejection/denial reports to identify trends or patterns.
 - e. Review and provide advice on communication materials for plan members, including plan booklets, annual communications re premiums, and web communications.
- 4) Claims Denials/Rejections for Medical/Dental plans:

Where a member has brought forward to UTFA a denied claim that has been unsuccessfully appealed to the Plan Administrator, UTFA may forward the claim, with accompanying documents including any relevant medical information, to the Committee for review to identify whether there is any concern re the claim adjudication, or lack of clarity re the rejection. If the committee is unable to resolve the issue, UTFA may forward the claim, on behalf of the member, to the Chair of the GRP for adjudication. Such adjudication shall be in accordance with the current plan provisions.

The Committee will have access to a Benefits Consultant as required to review issues and consider alternate benefit plan designs.

SCHEDULE "B"

JANUARY 25, 2011 UNIVERSITY OF TORONTO AND UTFA ARBITRATION BEFORE MARTIN TEPLITSKY, Q.C. – WORKLOAD ISSUES RESOLVED

Existing Article 8 of the Memorandum of Agreement be amended by adding the following:

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

Workload is subject to this Article and the Workload Policy and Procedures for faculty and librarians negotiated pursuant to Article 6.”

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.

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 principle 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. 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. 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. 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. 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 shall be consistent with the operating obligations of the unit and the University and the rights and obligations of members.
- 2.7 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 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 2.7 will then apply with all necessary modifications.

- 2.9 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.
- 2.10 Unit workload policies shall be reviewed at least every three years by the unit.
- 2.11 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.
- 2.12 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 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 and the WLPP, individual units shall determine the balance amongst the three principle components of a faculty member's activities: teaching, research and service.

4.1 As reflected in Article 8 of the *Memorandum of Agreement*, 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. 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 involving the faculty member and both the unit head and graduate chair on an annual basis. This is to discuss 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 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.
- 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 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 fulfil the 3 principle 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 and the WLPP.

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 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.

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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
- 10.6 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.
- 10.7 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.

11.0 TRICAMPUS JOINT COMMITTEE

- 11.1 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.