

Memorandum of Understanding – 7 WORKLOAD TRANSITION

In negotiations for a renewal collective agreement, 13 departments were identified by the RFA as having teaching workloads greater than 2+2 (See Attachment). The parties agree that achieving a rebalancing of teaching and SRC in these departments across the University in accordance with local norms is in the best interest of the University and its scholarly, research and creative (“SRC”) undertaking.

To achieve this the parties agree that local departmental engagement is key. Both at the departmental and individual level, the change to 2 + 2 teaching workload as set out below will provide for faculty opportunity to further their engagement in appropriate and quality SRC.

While the collective agreement has a stated maximum of 3 half-course equivalents in one term and 2 half-course equivalents in the other term, many departments and faculty have adopted a 2+2 course load or below. The thirteen identified departments remain primarily at 3+2.

Some of the issues to address in achieving this standard across the University include the fact that there is a range of definitions of a “course” and the potential academic and pedagogical impact of departments altering their course offerings and/or revising course curricula. For example, some departments count a course by course code, whereas others count by hours. In addition, courses come in many forms, and may include: tutorials, practicums, studio portions, and labs. A 2+2 teaching standard must therefore adapt and respond to local departmental norms and the local definition of a course.

General Workload Principles and Process

1. Each of those thirteen departments will engage in a Departmental Workload Process (“DWP”) to reach a cap of 4 half-course equivalents per academic year, with the norm being two half course equivalents in one semester and two half-course equivalents in the other semester, as soon as reasonably possible through the use of paragraph 23, and no later than by the 2019-2020 academic year. This goal is subject to approved teaching standards being developed for applicable departments/schools and subject to the points below.
2. The intent of this change is not to reduce work being done by faculty members, but rather to realign faculty work and refocus efforts on provide for faculty opportunity to further their engagement in appropriate and quality SRC, consistent with the opportunities available for faculty in departments that have already achieved 2 plus 2 workload, and with sector norms.
3. In these departments, the Chair will call a meeting for the purpose of electing a Departmental Workload Process Committee (the “DWPC”), including electing the chair of that Committee. Departments will determine the appropriate composition of the DWPC and members will be selected by no later than September 30, 2016.

4. The mandate of the Committee between October 1, 2016 to December 31, 2018 is to develop a plan (including necessary approvals that may be required) that achieves a maximum teaching workload of 4 half-course equivalents per year, with the norm being two half-course equivalents in one semester and two half-course equivalents in the other semester. This Plan must adhere to the following principles:
 - (a) Is in accordance with the provisions of this Agreement, including Article 7 and the academic responsibilities of members in Article 10;
 - (b) Ensures that the academic obligations of the Department/School can be met;
 - (c) Ensures that the assignment of scheduled duties of members in the Department/School is carried out as equitably as possible;
 - (d) Addresses normal teaching activities, including but not limited to: curriculum development and revision, preparation and presentation of courses (including mode of delivery and class size); supervision of students (including interns, placement, practicum, field, clinical, thesis and research supervision of undergraduate and graduate students); evaluation; academic counselling; supervising teaching and academic assistants, course administration, instructional development;
 - (e) Where applicable, takes into account existing local provisions for a reduction in course load due to specific activities;
 - (f) Outline how the reduction in teaching load will enhance SRC productivity and service within the department/school;
 - (g) Addresses the factors that a Chair/Director must consider in recommending equitable workload in Article 10.12.B, including the nature of specific courses such as course enrolment, method of instruction, method of evaluation, the role of technology, course level, the number of times the course has been taught by a Member, and the availability of teaching assistance (TA/GA). The Committee will develop, where appropriate, guidelines for the relationship between course characteristics and the provision of teaching assistants, including markers, lab assistants and instructors, and the provision of a local cap on marking;
 - (h) Ensures program quality and the meeting of student needs;
 - (i) Considers the resource implications of the proposed teaching standards and, where appropriate, utilizes LTFs, tenure-stream faculty and/or additional Limited Contract (Temporary) Instructors, and/or additional Academic Assistant support.
 - (j) Ensures the provision of appropriate service to other programs, including service courses.

- (k) Ensures the financial viability of the proposal within limited financial constraints, as well as the specific financial cap agreed to by the parties herein.
5. Given the shared goal, this process is a collaborative one, and the DWPC shall maintain contact and ongoing dialogue with the Dean and other DWPCs to ensure that there is a common understanding and that the factors above are being addressed. In order to facilitate this, at the outset, the DWPC will invite the Dean to a meeting to address the Committee. It is understood that the Dean may delegate the responsibilities throughout, save for the decision itself and comments in paragraph 7 and 12. The Committee may invite a representative of the Association to advise it, and the Association will be given copies of any Plans developed under this process.
 6. At any time during this process, the departmental faculty may, by majority vote, indicate that they do not wish to continue this process, and instead choose to maintain the status quo, subject to the department by majority vote choosing to reinstate this process at a later date, with any time lines adjusted as appropriate. In any event, the timelines outlined in this process may be extended by the parties by written agreement.
 7. By no later than May 1, 2017 the DWPC will provide the Dean with a draft Plan. The Dean will comment by October 1, 2017 having considered the costs, the proposed hiring plan, any anticipated necessary Senate approvals and timelines and all other issues that will go to approval.
 8. Following the initial Decanal review, and subject to any follow up dialogue, the DWPC will finalize a Plan so that this may be put to the tenure-stream faculty in the department/school for ratification. This Plan will be finalized and ratification will occur prior to April 30, 2018.
 9. The Plan must be ratified by the tenure-stream department/school members before it can be submitted to the Dean.
 10. Where a Plan requires Senate or external approvals (e.g. accreditation, collaborative partners, etc.) then these time lines will need to be accelerated by the DWPC so that the Plan may be ratified and Decanal approval obtained by no later than April 30, 2018 to allow an opportunity for such approvals and implementation in 2019-2020.
 11. If a department/school has not ratified and submitted a plan to the Dean by April 30, 2018, the parties acknowledge that the subsequent timelines agreed upon herein do not apply to that department/school and they will move out one academic year.
 12. Once a ratified plan has been placed before the Dean for approval, the Dean will have the ability to ask questions of the DWPC regarding the Plan and to make recommendations to the Plan, which the Committee may accept or reject, and the Dean will then either indicate approval or not.

13. If changes are made and agreed upon by the DWPC and the Dean then these will be returned for ratification and returned to the Dean by no later than September 30, 2018.
14. The Dean will issue his/her decision no later than October 31, 2018.
15. If the Dean approves the Plan, it will be implemented for the 2019-20 academic year.
16. If the Dean does not approve the Plan, the Dean will provide reasons for non-approval of the Plan in writing at the time of his/her decision. It will clearly identify with reference to the list in Section 4 what part of the Plan has not met the specified criteria.
17. The DWPC may appeal the Dean's decision through written submissions to the Provost and Vice-President Academic before November 30, 2018. Following receipt of the written submissions, there will be convened a meeting between the Provost and Vice-President Academic, the Dean and the Chair of the DWPC to discuss the proposed Plan and the identified deficiencies within the Plan.
18. A final decision regarding the appeal of the Dean's decision will be issued by the Provost and Vice-President Academic before January 15, 2019.
19. Following the appeal decision by the Provost and Vice-President Academic, the RFA may file a grievance of the Dean's decision at the VPFA level within 10 working days of receipt.
20. In lieu of the grievance process outlined in Article 9 of the collective agreement, the parties will meet within 10 days of receipt of the grievance and failing resolution, the matter will be referred to an arbitrator for a final and binding decision on an expedited basis. If the arbitrator finds that the rejection of the plan was not justified, the plan will be implemented. If the arbitrator finds that the rejection of the plan was justified, the DWPC will present a revised plan to the Dean which the Dean will decide upon within 30 working days. If the Dean approves the revised Plan, it will be implemented as soon as is reasonably possible. If the revised plan is rejected, the matter may be referred to the arbitrator on the same basis as is set out above. It is agreed that, unless he is unable or unwilling to sit, the arbitrator will be William Kaplan
21. The University will commit funding in order to implement 2+2 teaching standard, however funding for this transition will be capped at a total of \$1.75 million (the "Fund") which financial cost is reflected in the overall financial settlement of this Collective Agreement.
22. Should the funding outlined in Section 21 be insufficient for full implementation of 2 plus 2 by the 2019/20 academic year, it is understood that further funding will be negotiated in the next round of bargaining, so as to achieve 2 plus 2 in any departments that could not achieve it within the financial cap.

23. Despite the timelines set out in this Agreement, departments/schools may seek to develop and achieve an approved plan on an accelerated timetable, as set out below:
- (a) department may submit a Plan that has been ratified by the tenure-stream department/school members by no later than December 1, 2016 which requires financial resources from the Fund of no more than \$75,000.00. The Dean will issue his/her decision by March 1, 2017, and if the Plan is approved by the Dean, if reasonably possible it will be implemented for the 2017/18 academic year.
 - (b) A department may submit a Plan that has been ratified by the tenure-stream department/school members by no later than December 1, 2017, which requires financial resources from the Fund of no more than \$75,000.00. The Dean will issue his/her decision by March 1, 2018, and if the Plan is approved by the Dean, if reasonably possible it will be implemented for the 2018/19 academic year.
 - (c) All such Plans under this paragraph 23 are subject to the criteria outlined in paragraph 4 and must meet all aspects of the ratification and approval process.

NOTES

- For the purposes of determining teaching load under this Memorandum of Understanding, graduate supervision will not be counted as part of the 2+2 course load. The points system for graduate supervision will be discontinued where a department or school achieves implementation of 2 + 2 teaching load.
- Faculty members who currently receive a course reduction as a result of their administrative duties will not receive an additional course reduction as a result of this process. For clarity, newly appointed Chairs in departments moving to 2 + 2 teaching course load will continue to have a teaching workload of 1 and 1, or any other combination of 2 or under. Chairs will continue to perform all duties set out in Article 26 in recognition of their course reduction.

Attachment

Departments at 3 + 2 Teaching Workload as Communicated by the RFA

No.	Faculty	Department
1	Arts	Criminal Justice
2	Arts	Geography & Environmental Studies
3	Arts	History
4	Arts	Languages, Literatures and Cultures
5	Arts	Philosophy
6	Arts	Sociology
7	FCS	Nursing
8	FCAD	Fashion
9	FCAD	Image Arts
10	FCAD	Interior Design
11	FCAD	Professional Communication
12	FCAD	RTA School of Media
13	FCAD	School of Theatre

Note: Where a Department or School is not listed here, it is agreed that it has achieved a 2 plus 2 teaching load, or the equivalent of a 2 plus 2 teaching load, that was acceptable to the Department or School and the Dean, and that is therefore covered by the amended Article 10.12.C.1. immediately below.

Note: Article 10 of the collective agreement will be amended as follows, it being understood that this is subject to a department/school completing the process set out above:

Article 10.12.C.1: Reduction in course load

The maximum course load for tenure stream faculty members will be four half course equivalents during an academic year, with two half course equivalents assigned in one semester and two half course equivalents in the other semester. This is the cap, but in the case of individual departments, it may be lowered when departmental teaching practices or norms, as approved by the Dean, provide for a lower teaching load or through the process described in Article 10.17. Also, departments which have already achieved lower teaching assignments that are financially sustainable and academically sound will continue with their existing standard.