ARTICLE 10 WORKLOAD

WORKLOAD PROVISIONS - MODE I

The workload provisions of Mode I apply to all faculty members hired before January 1, 1992, who have not elected the option described in 10.9 following.

10.1 ASSIGNED TEACHING AND RELATED WORKLOAD

Assigned teaching and related work averaged over a faculty member's two teaching semesters in the academic year will not exceed 50 hours per week, as measured by the aggregate of the following factors:

A. Academic Course Hours

1. Faculty members will teach from 9-16 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of a group of students.

2. Teaching after 6 p.m.

   A faculty member, who in a span of any six of their teaching semesters teaches after 6 p.m. a total of more than the equivalent of three academic course hours per week for one semester, will be given extra credit as follows: Each academic course hour taught after 6 p.m. in excess of the above limit will be credited as a 1-1/2 academic course hour for all purposes of this Article except for the purpose of calculating course preparation hours under B. below, and for the purpose of calculating student contact hours under 10.2.

3. The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours, including a meal period. However, at the faculty member's request the daily teaching span will be extended to ten hours to achieve a four day work week. Should the Chair/Director be unable to accede to the request they shall so notify the faculty member in writing with reasons. Should the faculty member be dissatisfied with the reasons, they may appeal to an ad hoc committee consisting of an appointee of each of the Vice-Provost, Faculty Affairs or designate, the Registrar, and the Association President. The decision of this committee shall be final.

B. Course Preparation Hours

1. For the first section of a new course, or a course not taught by the faculty member in the previous four years, three preparation hours for each academic course hour.

ARTICLE 10 WORKLOAD

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3. The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours, including a meal period. However, at the faculty member's request the daily teaching span will be extended to ten hours to achieve a four day work week. Should the Chair/Director be unable to accede to the request they shall so notify the faculty member in writing with reasons. Should the faculty member be dissatisfied with the reasons, they may appeal to an ad hoc committee consisting of an appointee of each of the Vice-Provost, Faculty Affairs or designate, the Registrar, and the Association President. The decision of this committee shall be final.

B. Course Preparation Hours

1. For the first section of a new course, or a course not taught by the faculty member in the previous four years, three preparation hours for each academic course hour.

2. For the first section of a course taught within the previous four years, but not within the previous two years, including superseded courses in the same subject at the same level, two preparation hours for each academic course hour.

3. For the first section of a course taught within the previous two years, including superseded courses in the same subject at the same level, one preparation hour for each academic course hour.

4. If a course which would otherwise be covered by 2. or 3. above has undergone major changes in content or methodology since the last time the faculty member taught it, first section preparation credits will be as follows:

   a) For a course not taught in the previous three years, three preparation hours for each academic course hour.

   b) For a course taught in the previous three years, two preparation hours for each academic course hour.

5. For courses with more than six academic course hours per week, the first section preparation credits for the first six academic course hours will be as indicated in 1., 2., 3. and 4. above. For academic course hours after the first six, one preparation hour per academic course hour.

6. For each additional section of a course in 1., 2., 3., 4. or 5. above, l/3 preparation hour for each academic course hour.

C. Student Evaluation and Academic Counselling Hours

1. For marking assignments, assessing student performance on tests and examinations, developing evaluation techniques, academic advising, and individual instruction, one evaluation and counselling hour for each nine students in each course taught. In courses where with the agreement of the faculty member marking assistance is provided, this credit will be reduced to a level determined by the Chair/Director. For the purpose of calculating evaluation and counselling hours, the number of students in any class or section is the number of students registered on July 1, November 1, or February 1.

2. Each faculty member will schedule at least one counselling hour per week for every three academic course hours assigned.

D. Routine Department/School Duties

No faculty member will be credited with less than one half-hour per week for the performance of routine Departmental/School duties such as Department/School Council meetings.

E. Curriculum Development

1. Before a faculty member undertakes to design a new course, or revise an existing course, the faculty member and the Chair/Director will agree in writing on the amount of time to be allowed for the task, on an hour-for-hour basis.

2. The amount of time so allowed will be deemed to be distributed evenly over the academic term for the purpose of this Article only.

F. Research Projects

Before a faculty member undertakes a research project with workload credit, the faculty member and the Chair/Director will agree in writing that at least 6 academic course hours per the academic year will be allowed for the task.

G. Special Assignments

1. Before a faculty member undertakes a special assignment, such as committee work or course coordination, the faculty member and the Chair/Director will agree in writing on the amount of time to be allowed for the assignment, on an hour-for-hour basis. Appropriate time on an hour-for-hour basis will also be allowed for assigned students in project, thesis, or independent study courses.

2. The amount of time so allowed will be deemed to be spread evenly over the academic term for the purpose of this Article only.

10.2 STUDENT CONTACT HOURS

The number of weekly student contact hours averaged over a faculty member's two teaching semesters in the academic year will not exceed 540. For the purpose of determining student contact hours, the number of students in any class or section is the number of students registered on July 1, November 1, or February 1.

10.3 PERMISSIBLE REASONS FOR REFUSAL OF TEACHING ASSIGNMENTS

A faculty member is entitled to refuse their teaching assignment before the beginning of a semester for any of the reasons listed below. Such refusal will not be cause for disciplinary action.

A. The number of assigned weekly academic course hours for the semester exceeds 16.

B. The sum of assigned weekly academic course hours over the two teaching semesters in the academic year exceeds 32.

C. The teaching span exceeds eight hours on any one day or seven hours on any two or more days.

D. The teaching span exceeds ten hours on any one day for a faculty member who, by their own request, is on a four day work week.

E. The potential aggregate of weekly workload hours for the semester exceeds the faculty member's maximum average for the academic year by 20 per cent or more.

F. The potential number of weekly student contact hours for the semester exceeds the faculty member's maximum average for the academic year by 20 per cent or more.

Note: The potential measures referred to in subsections E and F above are calculated by assuming that the number of students in any class or section on the official count date will equal the maximum number of students that will be allowed to register in that class or section.

10.4 REDRESS FOR ACTUAL WORKLOAD INFRACTIONS

A. As soon as practicable after the February 1 count date, but not later than March 31, every faculty member will be issued a Workload Statement indicating their actual aggregate workload hours and student contact hours for the academic year. Copies of all Workload Statements will be forwarded to the Association at the time that they are issued to faculty members. Any subsequent changes or corrections will also be forwarded to the Association.

B. Infractions of the aggregate workload hour limit and/or student contact hour limit will be redressed by reducing the faculty member's corresponding limit or limits for the next teaching year by 110% of the excess incurred. If these infractions are not addressed in the next teaching year, the reduction in the faculty member's corresponding limit or limits will accumulate until the redress is provided.

C. To assist in the settlement of disputes involving the facts of the Workload Statement, a Workload Facts Committee consisting of an appointee of the Vice-Provost, Faculty Affairs or designate, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data.

10.5 CLASS OR SECTION SIZE

A. A faculty member is entitled to refuse to teach the class or classes involved if, at any time during the semester, any one of their classes has a registered enrolment of more than 48 students or any two of their classes have registered enrolments of more than 44 students in each. Such refusal will not be cause for disciplinary action.

B. Normally, class or section sizes will not reach the above refusal limits. With the agreement of the faculty member, a Chair/Director may combine classes or sections, provided effective teaching is not prejudiced thereby. With the agreement of the Chair/Director, a faculty member may combine classes or sections, provided effective teaching is not prejudiced thereby.

10.6 WORKLOAD INTERPRETATIONS

A. In courses designated in the University Calendar as having two distinct teaching modes each of at least two academic course hours per week and having two distinct evaluation systems each weighted at least 25 per cent of the final grade, an evaluation and counselling credit of one hour for every nine students will be assigned for each teaching mode.

B. When more than one faculty member has an assigned responsibility for a common group of students in a course, each faculty member will be credited with an appropriate share of the teaching workload factors, except as in C. below.

C. For team-taught courses that, with the Dean's approval, require the simultaneous presence in class of more than one faculty member, each team member will be credited with the full academic course hours of the simultaneous instructional periods, and the preparation credits will be the average of full credit and prorated credit.

10.7 DECREASED TEACHING LOAD

With the approval of the Chair/Director, a tenured faculty member who has embarked on a program of professional improvement may accept a decreased teaching load at the University with a proportionate reduction in salary.

10.8 VOLUNTARY REDUCED WORKLOAD

A. A tenured faculty member will be granted up to fifty percent reduction in teaching workload with a proportionate reduction in salary, provided that:

1. the faculty member has a minimum full-time service of five years;

2. the reduction normally will be effective for a twelve-month period;

3. the request is made to the Chair/Director six months in advance;

4. the Chair/Director is able to make suitable arrangements to cover the remaining teaching workload;

5. the University reserves the right to limit the number of faculty members on reduced workload at any one time to not more than ten per cent of the total number of faculty members;

6. the University reserves the right to limit the number of faculty members on a fifty percent reduced teaching workload in a given Department/School at any one time to not more than ten per cent of the total number of faculty members of the Department/School.

B. In order to facilitate gradual retirement, for tenured faculty members whose age plus years of University service equals 80 or more:

1. The provision of 10.8.A.4. above shall not apply;

2. The University shall make every reasonable effort to accommodate such faculty members who request a fifty per cent teaching workload reduction with all of the required teaching done in one specified semester. Where the number of applicants for such a reduced teaching workload exceeds the limit in 10.8.A. 6. above, those applicants with the highest total of age and years of University service shall be granted the teaching workload reduction.

C. Notwithstanding section 10.8.A.2. above, the University will make every reasonable effort, upon request, to grant voluntary reduced workload for periods longer than twelve months and/or renewals of twelve-month reduction periods, subject to the other provisions of 10.8.

D. 1. During the period(s) of reduced workload/reduced salary, a faculty member shall receive benefits coverage as if they were employed on a full workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under that Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable Pension Plan provisions, the faculty member and the University will continue to contribute to the Pension Plan on the basis of the faculty member's full normal salary level, with the objective of not affecting adversely either the faculty member's future pension or the funding basis of the Pension Plan. Each faculty member should seek the advice of the Human Resources Department in advance of requesting

reduced workload to determine the effect, if any, of the specific provisions of the Pension Plan in which the faculty member is participating. In cases where the Pension Plan prohibits contributions on the basis of full normal salary, the University will pay the faculty member the balance of the contribution it would otherwise have had to make.

10.9 WORKLOAD OPTIONS

Faculty members appointed before January 1, 1992, may elect to accept the same range of academic duties and responsibilities required of faculty members appointed after December 31, 1991, and described in Mode II below as follows:

A. A change in workload mode will be effective at the beginning of the Fall term and cannot be changed during an academic year.

B. The faculty member will indicate in writing to their Chair/Director with a copy to the Dean on or before December 15 of their desire to change to Mode II workload provisions the following Fall term.

C. On or before the following March 31 the faculty member and the Dean will agree in writing as to which focus of emphasis (Teaching or SRC duties as defined below in Mode II) will prevail.

D. Once a faculty member commences working under the provisions of Mode II below they lose all rights to the workload provisions and protections of Mode I except those mentioned in this section on Workload Options. They also lose all rights, privileges, obligations and protections reserved elsewhere in this Agreement for faculty members appointed before January 1, 1992, and listed in Article 2.5 (Terms of Agreement – Grand Parenting Provisions), for as long as the faculty member is working under the provisions of Article 10, Mode II (Workload).

E. During the first three years of working under the provision of Mode II the faculty member may, by giving notice in writing to the Chair/Director, with a copy to the Dean, on or before December 15, return to the workload provisions of Mode I effective the following Fall semester.

F. The right to choose the provisions of Mode II of Article 10 (Workload) as articulated in 10.9.B. and 10.9.C. above may be exercised a total of three times. It is understood that the third such choice is final and binding such that the faculty member's workload and consequent rights, privileges, obligations, and protections will, until retirement, be those applicable to faculty members hired after December 31, 1991.

G. No faculty member who has not exercised for the third time the choice described in 10.9.B. and 10.9.C. above will be required to elect the workload provisions applicable to faculty members hired after December 31, 1991.

10.10 CHANGES TO THE PROVISIONS OF MODE I

A. Changes to Mode I of Article 10 (Workload) require negotiation and ratification by two-thirds of the faculty members hired before January 1, 1992, and still working under the provisions of Mode I.

B. Changes to Mode I of Article 10 (Workload) cannot be made as a result of arbitration.

C. Mode I of Article 10 (Workload) forms a part of this Agreement until all faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

WORKLOAD PROVISIONS - MODE II

The workload provisions of Mode II of Article 10 (Workload) apply to all faculty members hired after December 31, 1991, and to those faculty members hired before January 1, 1992, who have made the choice described in 10.9 B. and C. of Mode I above.

10.11 ACADEMIC DUTIES AND RESPONSIBILITIES

A. The academic duties and responsibilities of faculty members shall be an appropriate combination of:

1. teaching, curriculum development and student counselling, evaluation and supervision (hereinafter, "Teaching duties");

2. administrative duties and service to the profession and community (hereinafter, "Service duties"); and,

3. scholarly, research and creative activities (hereinafter, "SRC duties").

B. The distribution of these responsibilities may vary among Departments/Schools and may vary between individual faculty members. The "appropriate combination" mentioned in A above is determined by University standards and local norms (i.e., within the Department/School and Faculty). All references, in earlier Collective Agreements, to Focus of Emphasis (Teaching or SRC) shall have no further force and effect in the administration of the Collective Agreement; but this notwithstanding, Focus of Emphasis shall be considered in tenure and promotion decisions as part of the faculty member’s career history.

10.12 TEACHING DUTIES

A. Teaching Responsibilities

Faculty members are obligated to develop and maintain their scholarly competence and effectiveness as teachers, and perform the teaching duties assigned to them. Faculty members' teaching responsibilities include, but need not be limited to, the following:

1. to prepare and to present courses which reflect the current state of knowledge and the course description in the University Calendar;

2. to adhere to the Senate's policy on Course Management;

3. to be available for student consultations, including the posting and observance of reasonable office hours (a minimum of one appropriately scheduled hour per week for every three academic course hours assigned);

4. to meet at scheduled times with lecture, tutorial, seminar, studio and laboratory groups; and to obtain advanced approval from the Chair/Director for any deviation from their teaching schedules or courses of studies;

5. to be responsible for the preparation, supervision, coordination and grading of all course assignments, tests and examinations;

6. to submit final grades as required by the University;

7. to serve as academic advisors in the preparation and defence of theses or projects;

8. to undertake special assignments; and,

9. to supervise the work of Academic Assistants assigned to them.

B. Teaching Workload

Each faculty member shall receive a provisional teaching workload for the next academic year by May 15. This provisional workload may be changed at a later date, due to unforeseen operational requirements. Faculty members shall be provided their teaching schedule not less than ten (10) weeks prior to the commencement of the term. In the event of previously unforeseen circumstances this schedule may be changed before the commencement of the term. In such cases the change must be made as early as possible and with the agreement of the faculty member, which will not be unreasonably withheld.

Assignment of teaching load to a faculty member shall be determined in a fair, equitable and transparent manner, based on the existing Department/School Teaching Standard and shall depend on relevant factors including but not limited to the following:

1. the number of different courses or course areas taught by each faculty member;

2. the number of scheduled hours per course;

3. teaching and evaluation methods, and the number of hours of preparation, grading and administration per course;

4. the expected student enrolment in each class, and the total number of students in a faculty member's classes;

5. the number of hours of academic counselling and consulting per course;

6. the degree of teaching and/or marking support provided to the faculty member teaching a given course;

7. the type (lecture, studio, placement, fieldwork, practicum, laboratory, seminar, etc.) of each course;

8. the level (introductory, upper year, graduate etc.) of each course;

9. the availability of academic assistants;

10. additional hours of preparation for a new course or substantially revised course;

11. the amount of field, clinical, research, thesis, the number of approved directed studies courses and other academic supervision of students;

12. supervisory responsibility for laboratory or tutorial sessions;

13. off-campus teaching.

C. Teaching Standard - Mode II

1. The maximum course load for tenure-stream faculty members will be four half course equivalents during an academic year, generally 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/Schools, it may be lowered when Department/School practices or norms, as approved by the Dean, provide for a lower teaching load or through the process described in Article 10.17. Departments/Schools which have already achieved lower teaching assignments that are financially sustainable and academically sound will continue with their existing standard.

2. In individual cases where a tenured faculty member prefers a variation in the relative balance of teaching, SRC, and service activities, they may choose a teaching assignment one half course greater than the member's Department/School teaching standard. Where a tenured faculty member chooses such an increase in teaching assignment, there will be a reduced expectation of SRC engagement, but not zero SRC activity. A tenured faculty member shall notify their Chair/Director of their desire for increased teaching workload no later than December 1 of the preceding academic year. While a faculty member is entered into such an arrangement they cannot be assigned an additional course under Article 10.12.C.4 and entering into such an arrangement shall not be used as a reason to assign an additional course under Article 10.12.C.4. The change in relative levels of activities in teaching, SRC, and service resulting from such a voluntary arrangement will not be used as a rationale to give the faculty member a teaching assignment greater than the Department/School's teaching standard in the academic year immediately following the end of the voluntary arrangement. The Association shall be notified of all such arrangements.

3. Faculty members will teach a minimum of one half-course in each of the required two teaching terms. It is understood that there may be exceptions which are beneficial to both the faculty member and the Faculty and Department/School having regard to the workload assignment provisions of 10.12.B and a faculty member may request this and seek written approval from the Dean and the Vice-Provost, Faculty Affairs.

4. Notwithstanding 10.12.C.1. above, in unusual cases a tenured member's teaching assignment may be greater than the teaching standard in their academic unit, even where that standard is already at the cap provided for in 10.12.C.1. above, where such an increase is justified by that individual member's total contributions in teaching, SRC, and service activities over time.

If the Dean, based on an assessment that the faculty member has not met an acceptable level of SRC activity over the past two years, proposes to increase the teaching load of the faculty member to a level above the teaching standard in their academic unit, the Dean will notify the faculty member of the basis for this proposal in writing and provide the faculty member an opportunity to demonstrate

a) that the member meets or has met an acceptable standard of SRC, including ongoing SRC activity that is reasonably expected to result in dissemination of research outcomes or scholarly/creative activities that is reasonably expected to result in dissemination of research outcomes or scholarly/creative activities over a reasonable period of time (by reference of their contributions over the last two years) or

b) that the member has a plan for engaging in an acceptable level of SRC over the next twelve months.

The Dean will meet with the faculty member to discuss the matter, and if the Dean nonetheless concludes that the faculty member's SRC activities or planned SRC activities (as defined in a) and b) above) is unacceptable, the Dean will notify in writing the member of the assignment of additional teaching load in the upcoming academic year, with a statement of reasons for the increase, with a copy to the Association. If the faculty member produces a plan acceptable to the Dean, but over the next twelve months there has been no reengagement as proposed in the plan, the Dean may assign an additional teaching load in the upcoming academic year. In any event, the increase in the teaching workload shall be no more than one half course equivalent per academic year.

In determining whether a faculty member should be assigned the additional teaching load, the Dean shall have regard to any other relevant factors affecting the faculty member's total contributions in teaching, SRC and service activities. This is a collegial process intended to re-engage a faculty member in SRC activities.

At the faculty member's request, after at least one year and thereafter no more than once per year, a meeting will be held to review any changes to the total workload contribution and a return to the teaching standard.

5. Faculty members will not teach more than twelve (12) academic course hours per week averaged over the term. An academic course hour is a fifty minute period scheduled for the instruction of students. For the purpose of calculating academic course hours the time spent teaching in

studio format is deemed to be equivalent to that spent in classroom teaching.

6. Subject to Article 10.12.C.1. above, in a given academic year, a faculty member may, with their consent, teach more than two or three half-course equivalents in one semester (whichever is applicable), provided there is a corresponding reduction in their academic course hours in the other semester. The Association will be notified of any such arrangement.

D. The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours including a meal period. However, by mutual agreement, the daily teaching span may be extended to ten hours to achieve a four day teaching week.

E. A faculty member shall not be required in any academic year to teach more than one full course (one two-semester course) or two half-courses that begin at or after 6 p.m. (A course taught on a Saturday shall be deemed equivalent to an evening course as mentioned in this paragraph.) Where there are available scheduled courses, a faculty member may request up to two (2) evening courses per academic year as part of their regular normal workload but in no case will this be required.

F. Faculty members will not be required to teach more than two semesters in any academic year. Notwithstanding the fact that the non-teaching term is normally Spring-Summer, in any given year by mutual agreement a faculty member may elect the Fall or Winter as a non-teaching term.

G. The University is committed to supporting faculty members through the provision of Academic Assistants and hence the level of support from Academic Assistants will, as a minimum, be maintained at the 2015/16 academic year and continue in accordance with current Faculty and Department/School practices or as indicated in the Department/School teaching standard. It is understood that where there is a change in course delivery, enrolment or other similar factors that reduces the need for Academic Assistants, reallocation may be made within individual Faculties.

H. Pre-tenure faculty members in their first year will teach one less half-course than the Department/School standard. At the pre-tenure member's request this half-course reduction may be deferred to any semester during the probationary period.

I. Notwithstanding the local definition of a course, a member who is assigned three courses in one semester and two in the other semester of an academic year will have fewer assigned academic course hours in the two-course semester than in the three-course semester.

J. Workload Redress

1. A faculty member who believes that the workload provisions, as they apply in the member's Department/School, have been violated may ask that the Dean review their teaching assignment in terms of the Department/School teaching standard and SRC and Service activities. If the Dean agrees with the faculty member they shall record in writing a mutually satisfactory resolution of the violation. Such resolutions may be, but are not limited to, agreements involving adjustment of the current workload, appropriate workload reduction in the following semester or academic year, or support from academic assistant(s).

2. If the Dean disagrees with the faculty member, the faculty member may request that their workload be evaluated by a three person ad hoc committee drawn from the membership of the FPC, one selected by the faculty member, another by the Dean and a third mutually agreeable person to serve as chair. If there is a dispute involving the facts of the teaching workload assigned, a Workload Facts Committee consisting of an appointee of the Vice-Provost, Faculty Affairs or designate, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data. The decision of the ad hoc committee is binding on both the Dean and the faculty member.

   The ad hoc committee referred to in this section will normally report its decision no later than 45 days after the request for a review of their workload as made by the faculty member.

K. With the approval of the Chair/Director, a tenured faculty member who has embarked on a program of professional improvement may accept a decreased workload at the University with a proportionate reduction in salary.

10.13 SRC DUTIES

A. Faculty members have the right and responsibility to devote a reasonable proportion of their time to scholarly, research or creative activities so as to contribute to the advancement and application of knowledge in their discipline/field as well as to maintain discipline currency.

B. Faculty members shall indicate in their published or exhibited work(s) their affiliation with the University and acknowledge the work and cooperation of others.

C. Faculty members have the right to choose the topics or areas in which they will carry out their SRC duties.

D. As set out below, SRC can and does take on a diversity of forms.

Beyond applying for grants and/or other forms of support from appropriate public and private agencies, it is understood that peer review of SRC activities constitutes a cornerstone of academic scholarship. In those disciplines where peer refereed publication is not the norm, the results of such work shall be accessible to and recognized through impartial assessment by the relevant scholarly community.

SRC shall include but not be limited to the following:

1. research, scholarly or creative projects/investigations or works conducted individually or in cooperation with others, so that the results or products/creations are (i) published in academic and/or professional journals, public reports, conference proceedings, or as patents or (ii) presented/exhibited at conferences, seminars or showings;

2. studies, works, writings or creative productions that are published as books, chapters in books, monographs or disseminated by other suitable means;

3. experimentation with classroom, laboratory, studio and fieldwork techniques and formats, creative works and processes, etc.;

4. active supervision of graduate students to successful degree completion and/or in the activities in listed 1 and 2 above;

5. other scholarly, research or creative activities as recommended by a Department/School and approved by the Dean.

10.14 SERVICE DUTIES

A. Service to the University

1. Consistent with their primary teaching and scholarly responsibilities, faculty members shall share in the governance of their Department/School, including curricular review and quality assurance processes, to a reasonable extent and their Faculty through active membership on appropriate bodies such as Department/School councils, and shall participate to a reasonable extent in other University bodies including Department/School, and University committees, Senate and the Board, when called upon to do so or when elected to such bodies.

2. While carrying out administrative duties, faculty members shall treat academic colleagues, other employees and students ethically, so that objectivity and fairness are maintained in all deliberations, including assessment of performance of any colleague, other employee or student.

Faculty members shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

B. Service to the Profession and the Community

1. Faculty members have the right to participate in the work of learned societies, professional associations and union/labour organizations, including the Faculty Association, the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers. When a faculty member's service to such bodies conflicts with scheduled teaching and/or administrative duties, the faculty member shall make alternate arrangements subject to the approval of their Chair/Director or equivalent to ensure that such scheduled teaching and/or administrative duties are fulfilled. A faculty member's service to such societies and associations shall be considered in the assessment of the academic performance of the faculty member.

2. Faculty members are encouraged to serve the community in a manner that enhances the reputation of the University. However, except when specifically authorized to speak on behalf of the University, faculty members must make it clear that their positions and opinions are personal.

10.15 VOLUNTARY REDUCED WORKLOAD

A. A tenured member of faculty will be granted up to a fifty per cent reduction in academic workload with a proportionate reduction in salary, provided that:

1. the faculty member has a minimum full-time service of five years;

2. the reduction normally will be effective for a twelve-month period;

3. the request is made to the Chair/Director six months in advance;

4. the Chair/Director is able to make suitable arrangements to cover the faculty member's teaching and Departmental/School service functions which are part of the reduction;

5. the reduction, unless otherwise agreed to by the Chair/Director and approved by the Dean, will be prorated across the Teaching, SRC and Service components of the faculty member’s normal workload;

6. the reduction does not abrogate the faculty member's obligation to complete any contractual obligations that form a part of an SRC or Service project to which the faculty member was obligated prior to requesting a reduced workload; and

7. it is understood that the University reserves the right to limit the number of faculty members on reduced workload at any one time to not more than ten percent of the total number of faculty and to limit the number of faculty members on a fifty percent reduced workload in a given Department/School to not more than ten per cent of the total number of faculty members of the Department/School.

B. In order to facilitate gradual retirement, for tenured faculty members whose age plus years of University service equals 80 or more:

1. the provision of 10.15.A.4 above shall not apply; and,

2. the University shall make every reasonable effort to accommodate such faculty members who request a fifty per cent workload reduction with all of the work done in one specified semester. Where the number of applicants for such a reduced workload exceeds the Department/School limit in 10.15.A.7 above, those applicants with the highest total of age and years of University service shall be granted the workload reduction.

3. The maximum number of years a faculty member is eligible for reduced workload under 10.15.B is limited to four (4) years over a six (6) year period. This does not include any years prior to July 1, 2020 that the faculty member was on a reduced workload pursuant to these provisions.

C. Notwithstanding section 10.15.A.2 above, the University will make every reasonable effort, upon request, to grant voluntary reduced workload for periods longer than twelve months and/or renewals of twelve-month reduction periods subject to the other provisions of 10.15.A above.

D. 1. During the period(s) of reduced workload/reduced salary, a faculty member shall receive benefits coverage as if they were employed on a full workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under the Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable Pension Plan provisions, the faculty member and the University will continue to contribute to the Pension Plan on the basis of the faculty member's full normal salary level, with the objective of not affecting adversely either the faculty member's future pension or the funding basis of the Pension Plan. Each faculty member should seek the advice of the Human Resources Department in advance of requesting reduced workload to determine the effect, if any, of the specific

provisions of the Pension Plan in which the faculty member is participating. In cases where the Pension Plan prohibits contributions on the basis of the full normal salary, the University will pay the faculty member the balance of the contribution it would have otherwise have had to make.

10.16 THE ACADEMIC YEAR

It is recognized that the three components of the academic duties and responsibilities described in 10.11 A above will generally be distributed unevenly across the three terms depending on such factors as when the faculty member is assigned to do their teaching, the balance among Teaching and SRC duties, the amount of administrative responsibilities involved in the service component, etc.

10.17 DEPARTMENTAL/SCHOOL TEACHING STANDARD FOR MODE II TENURE STREAM FACULTY

A. Definition of Teaching Standard: The teaching standard is the normal teaching workload in a Department/School, including the definition of a course. The teaching standard may vary from discipline to discipline.

B. The Department/School teaching standard shall be made available to Mode II members through Department/School offices and shall be distributed to all new members.

C. Each Faculty will constitute a Faculty Teaching Standards Committee (FTSC) which shall consist of the Department Chair/School Director and one elected Mode II faculty member from each Department/School. Normally members serve for two (2) years on the Faculty Teaching Standards Committee, the terms to be overlapping. In the first year of this agreement, half the terms will be for one year, the decision to be made by lot. A chair will be elected by and from the members of the Faculty Teaching Standards Committee. The purpose of the Faculty Teaching Standards Committee is to review and comment on Departmental/School proposed teaching standards to promote equity, transparency, and academic quality across the Faculty. This committee will develop its own procedures. By September 30 of each year the Chair of the committee shall forward the names of the members of the committee and the name of the Chair to the Dean, the Vice-Provost, Faculty affairs and the Association.

D. Each Department/School may develop or alter a teaching standard provided that the standard:

1. Is in accordance with the provisions of this Agreement, including Article 7 and the academic responsibilities of members in Article 10;

2. Ensures that the academic program obligations of the Department/School can be met;

3. Ensures that the assignment of scheduled duties of members in the Department/School is carried out as equitably as possible;

4. Addresses normal teaching activities, including but not limited to: curriculum development and revision, preparation and presentation of courses (including mode of delivery); 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;

5. Where applicable, local provisions for a reduction in course load due to specific activities;

6. Addresses the course load norms and practices established in similar disciplines in universities with similar academic obligations, taking into account expectations in the three broad areas of academic workload;

7. Addresses the nature of specific courses including: 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 academic assistants (AA). 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;

8. Ensures program quality and the meeting of student needs;

9. Considers the resource implications of the proposed teaching standards;

10. Ensures the provision of appropriate service to other programs;

11. Where appropriate, other relevant factors such as SRC and administrative expectations.

E. Process:

1. Any proposed alteration of a teaching standard shall be formulated by a committee of Mode II tenure-stream Members in the Department/School elected by the Mode II tenure-stream Members of the Department/School.

2. The Committee shall invite the Dean to address it on process and any other relevant matters. The committee may invite a representative of the Association to advise it.

3. The proposed teaching standard shall be forwarded to the Faculty Teaching Standards Committee for comment and advice. This committee shall respond within eight weeks. This stage of the process is envisaged as a collegial interaction between the Faculty Teaching Standards Committee and the Department/School.

4. Following receipt of the advice of the Faculty Teaching Standards Committee, the proposed teaching standard shall be ratified by the Mode II Members of the Department/School in a properly constituted meeting within nine (9) months of an initiation of a review or alteration under Article 10.17.E. and/or 10.17.E.11. If there is a substantive change in the standard as it moves through the process, the new version must be ratified as above.

5. The Departmental committee shall provide a copy of the ratified teaching standard to the Dean within two (2) weeks of its ratification. A copy will be provided to the Association.

6. Upon receipt of a ratified Teaching Standard from a Department/School, the Dean shall respond to the Department/School, with a copy to the Faculty Teaching Standards Committee and the Association, within three (3) months. The Dean shall accept a ratified teaching standard provided that it permits the Department/School to fulfill its academic program obligations. If the Dean is unable to accept the ratified teaching standard, they shall:

    a) indicate in writing, where appropriate:

        i. how the proposed teaching standard does not allow the Unit to fulfill its academic program obligations in a sustainable fashion;

        ii. why the proposed teaching standard is not equitable, financially viable, and/or consistent with the strategic plans of the School/Department and the Faculty;

iii. what changes to program delivery and/or resources of the unit or changes to workload would be necessary to gain approval of the proposed teaching standard; and

b) meet with the Committee to address their concerns and endeavour to come to some agreement on an acceptable teaching standard. The committee may request an Association presence at these meetings. Should the Dean and the committee agree to a standard that is significantly different from that submitted, it must be ratified by a majority of Mode II members in the Department/School.

7. In the event that the Dean and the Department/School are unable to resolve their differences in respect of establishing a new or altered teaching standard, the matter shall be referred to the FTSC who shall consider all the issues presented by the Department/School and the Dean and shall formulate written recommendations within six weeks. The FTSC shall forward copies of their recommendations to the Dean, the Department/School, the Association and the Provost.

8. The Dean and the Department/School shall review the recommendations and attempt to resolve their differences. If, after attempting to find a resolution, or after six weeks have elapsed from the receipt of the FTSC recommendation, the Dean is still unable to approve the Department/School proposal, the matter shall be referred to the Provost and Vice-President, Academic, who shall meet with the Dean and the Department/School to review the issues. The Provost shall render a final decision within ninety (90) days whether to accept or deny the Department/School standard, stating reasons and recommendations in writing to the Department/School, the Dean, the affected faculty members, the Association and the Faculty Teaching Standards Committee. The Provost may also suggest modifications in an attempt to settle the dispute. Any such modifications must be ratified by the Department/School.

9. Until such time as an agreement on the teaching standard is reached, the previous teaching standard will continue to apply.

10. The Association shall be given notice of any formulation or alteration of a teaching standard.

11. A Department/School and/or the Dean may initiate a review of the teaching standard if one or more of the following applies:

a) There has been a significant change in the resources of the Department/School;

b) There has been a significant change in the academic program obligations of the Department/School;

c) There has been a significant change in some or all of the variables listed in 10.17.D. as being relevant to the formulation of a Teaching Standard;

d) The current teaching standard does not adequately lead to a fair allocation of workload in the Department/School and/or a fair balance between scheduled and unscheduled duties;

e) The current Teaching Standard provides for a scheduled review.

10.18 TEACHING ASSIGNMENTS FOR LIMITED TERM FACULTY

A. A Limited Term Faculty member who is hired with only the teaching and service components as per 4.6.A.1 shall teach at most two half courses per year more than the Mode II Department/School standard (that is, one per term); otherwise they shall teach up to the Mode II Department/School teaching standard. Notwithstanding this, the maximum teaching assignment of an LTF shall not exceed three half courses in each of the two teaching semesters of the academic year.

B. The provisions of 10.12.B. shall apply.

10.19 WORKLOAD PROVISIONS – MODES I AND II

A. Saturday and Evening Obligations

Teaching on Saturdays will be on a voluntary basis. Faculty members may be required to invigilate two Saturday examinations per academic year. Unless agreed to as a special condition at the time of employment, teaching after six p.m. will be on a voluntary basis.

B. Final Grade Submission

A faculty member's teaching responsibilities include submitting final grades as required by the University, provided that there is a minimum period of four (4) days (including Sunday if relevant) following a faculty member's last exam during which grade submissions cannot be required.