

**IN THE MATTER OF AN INTEREST ARBITRATION  
BEFORE ARBITRATOR ELI GEDALOF**

BETWEEN:

**THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION**

(the “Association” or “UTFA”)

- and -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

(the “University Administration”)

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**THE ASSOCIATION’S INTEREST ARBITRATION BRIEF**

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## I. PART I: OVERVIEW

1. The University of Toronto Faculty Association (“UTFA” or the “Association”) represents all full-time and part-time faculty members and professional librarians at the University of Toronto. This includes approximately 3,500 faculty members and 170 librarians across the three UofT campuses (St. George, University of Toronto Mississauga, and University of Toronto Scarborough).
2. UTFA and the University Administration have been engaged in negotiations with respect to Salaries, Benefits and Workload (“SBW”) pursuant to Article 6 of the *Memorandum of Agreement* (the “MOA”)<sup>1</sup> since May 2020 and in mediation since June 2021. In that time, progress has made been in a number of areas.
3. In the summer of 2021, the parties reached agreement on a COVID LOU, dated August 9, 2021 (the “COVID LOU”),<sup>2</sup> which included a number of measures to address the impacts of the COVID-19 pandemic, and also helped to narrow the issues in the parties’ ongoing Article 6 negotiations.
4. Further, after mediation in 2021 and 2022, the parties were able to reach agreement on a Memorandum of Settlement, dated January 25, 2022, for a three-year term commencing July 1, 2020 and ending June 30, 2023 (the “2022 MOS”).<sup>3</sup> In the 2022 MOS, the parties were able to reach agreement with respect to:
  - Salary for years 1 and 2;
  - Progress-Through-the-Ranks (PTR) for years 1, 2 and 3;
  - Benefits for years 1 and 2;
  - Ongoing collegial discussions regarding the Academic Continuity Policy; and
  - A Joint Working Group regarding privacy and intellectual property.
5. Pursuant to paragraph 5 of the 2022 MOS, the parties agreed to refer salary, benefits and workload issues for the period July 1, 2022 to June 30, 2023 to Arbitrator Eli Gedalof as sole arbitrator (the “Board of Arbitration”) in place of a Dispute Resolution Panel established pursuant to and in accordance with Article 6 of the MOA.

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<sup>1</sup> **Tab 1:** *Memorandum of Agreement* between the Governing Council of the University of Toronto and the University of Toronto Faculty Association, July 2016.

<sup>2</sup> **Tab 2:** COVID LOU, dated August 9, 2021.

<sup>3</sup> **Tab 3:** 2022 MOS.

6. The parties further agreed that for the purposes of the 1% cap on compensation increases during the 12-month period under Bill 124 from July 1, 2022 to June 30, 2023, the “residual” amount available in connection with an across-the-board salary increase of 1% for any other compensation increases that may be awarded by the Board of Arbitration is \$612,060 in total.
7. On August 5, 2022, the parties further agreed that the value of the Dependent Scholarship Program (the “DSP”) would be increased from 50% to 65% and that this improvement to the DSP would form a part of the benefit improvements for Year 3 (i.e., July 1, 2022 to June 30, 2023). The parties agreed to cost this improvement at \$315,000. As such, by agreement, the remaining “residual” amount that may be awarded by the Board of Arbitration is now \$297,060.
8. In the course of mediation, in a good faith effort to narrow the number of issues proceeding to interest arbitration and in view of agreements made by the parties in the COVID LOU and 2022 MOS, UTFA agreed to withdraw a number of proposals on a without prejudice basis. These include:
  - Workload:
    - Mode of course delivery: amending the WLPP to provide that members have the right to decide mode of course delivery;
    - Course credits and reduced course loads: amending the WLPP to acknowledge the complex and time-consuming nature of delivering an online course by granting members engaged in developing and/or teaching of an online or dual-delivery course additional course credit;
    - TA support: amending the WLPP to establish various protections and supports for temporary/emergency remote teaching and other online teaching;
    - Technical support: amend the WLPP to provide that any member who is assigned to teach an online or hybrid course shall receive adequate training and assistance in the technical, pedagogical, and administrative aspects of the teaching and delivery of an online/hybrid course;
    - Librarian tech support: amend the WLLP to provide that librarians shall receive adequate training and assistance in the technical and administrative aspects of online professional practice, including as relates to the provision of support services for online teaching and research;
    - Reasonable librarian workload: amend the WLPP to include additional provisions for librarians to ensure workload is reasonable and distributed in a transparent manner that appropriately respects their professional autonomy.

- Accommodation:
  - Use of compassionate care leave: clarify and communicate to members that they are entitled to utilize Compassionate Care Leave to engage in caregiving during a pandemic or other emergency;
  - Librarian right to work from home: affirm a librarian's right to work from home, where feasible, with the agreement of their unit head or supervisor;
  - Centralized accommodation guidelines: establish centralized guidelines and communicate these to PDAD&Cs<sup>4</sup> and to members regarding accommodation for caregiving or medical needs.
  
- Precarious appointments: for any fixed-term part-time appointment or full-time CLTA appointment that expires or expired in the 2020-2021, or is set to expire in the 2021-2022, academic years, the Administration shall offer the incumbent a renewal of at least one year.
  
- Progress-through-the-ranks (PTR):
  - De-couple 5% merit award from PTR pool: Decouple the current 5% Merit Award pool from the PTR pool, and return the 5% merit award funds to the central PTR pool;
  - Revise the PTR system: revise the PTR system such that each pool of PTR be administered in two components: (i) 50% of PTR funds to be allocated through the model in place for 2018-19 and 2019-20; and (ii) 50% of PTR funds to be allocated on the basis of sufficiently satisfactory performance and career progress.
  
- Student evaluations of teaching/student course evaluations (SETS/SCES):
  - Extend PDAD&C Memo #4 and Opting Out of Quercus: amend to ensure faculty members and librarians are, by default, opted-out of the publication of course evaluation (SETs/SCE) results on Quercus while physical/social distancing measures are recommended;
  - PDAD&C Memo #4 and using SETs during academic reviews: amend to ensure that while physical/social distancing measures are recommended any faculty member or librarian is guaranteed a choice about whether their

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<sup>4</sup> "PDAD&Cs" are Principals, Deans, Academic Directors, and Chairs.

course evaluation (SETs/SCE) results can be relied upon in any academic review process.

- Professional Expense Reimbursement Allowance (PERA)
    - PERA – Increasing the Limit: increase the PERA limit by \$1000 on a one-time-only basis for the period during which physical/social distancing measures are recommended;
    - PERA – Use for expenses required for working from home: clarify that for the period during which physical/social distancing measures are recommended PERA funds can be used for expenses that are accrued because members must work from home.
  - Psychology and Mental Health Benefits
    - Include additional mental health and wellbeing programs that are not currently covered, such as the “Depression Care” module from Homewood Health.
9. A number of important outstanding issues remain, however. UTFA’s bargaining proposals for the 2022/23 academic year emphasize:
- The fundamental importance of ensuring workload transparency and basic protections against excessive and inequitable workload, particularly in relation to teaching;
  - Modest improvements to extended health benefits, building off progress made in the most recent round of negotiations; and
  - Facilitating good faith, harmonious negotiations between the parties.
10. These proposals are based on the fact that:
- UTFA members have been asked to take on increasingly heavy teaching and administrative workloads – even before the COVID-19 pandemic – and are experiencing a high degree of stress and burnout;
  - The current *Workload Policy and Procedures for Faculty and Librarians* (“WLPP”) does not adequately protect members against unreasonable and inequitable workload and requires amendment;
  - Improvements to extended health and dental benefits are necessary to ensure faculty members and librarians at the University of Toronto re-approach “top of market” status in compensation; and

- The parties' bargaining framework requires modernization to protect against unilateral changes to members' terms and conditions of employment while Article 6 negotiations are ongoing.

11. This brief outlines the issues that remain in dispute.

### **1. Bill 124**

12. UTFA has joined a coalition of unions challenging the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act*, formerly Bill 124. It is the Association's position that Bill 124 unduly interferes with the rights of workers to free and fair collective bargaining. It threatens pay equity and benefits for contract faculty (i.e., faculty members on Contractually Limited Term Appointments or CLTAs) and other marginalized workers, and will erode the foundations of Ontario's public education system. In particular, Ontario currently has the lowest per-student and per-capita funding in the country and constraining collective bargaining rights will only deepen that crisis.
13. UTFA's proposals are without prejudice to the right of the Association and its members should Bill 124 be found to be unconstitutional or should Bill 124 be otherwise modified or repealed. In addition, it is UTFA's position that any award rendered by this Board of Arbitration is without prejudice to the rights of the Association and its members should Bill 124 be found to be unconstitutional or should Bill 124 be otherwise modified or repealed.
14. Finally, UTFA proposes that, in the event that Bill 124 is found to be unconstitutional or is otherwise modified or repealed, this Board of Arbitration is seized to make whatever award on salary and compensation matters that it would have made had Bill 124 not been in effect at the time of the interest arbitration award, or that is otherwise necessary to remedy the unconstitutionality of Bill 124.
15. As outlined above, without prejudice to this position, and given the restrictions of Bill 124, the parties agreed in the 2022 MOS that for the purposes of the 1% cap on compensation increases during the 12-month period under Bill 124 from July 1, 2022 to June 30, 2023, the "residual" amount available would be \$612,060, an amount that was further reduced to an agreed-upon \$297,060 as a result of the parties' agreement to improve the Dependent Scholarship Program in Year 3.

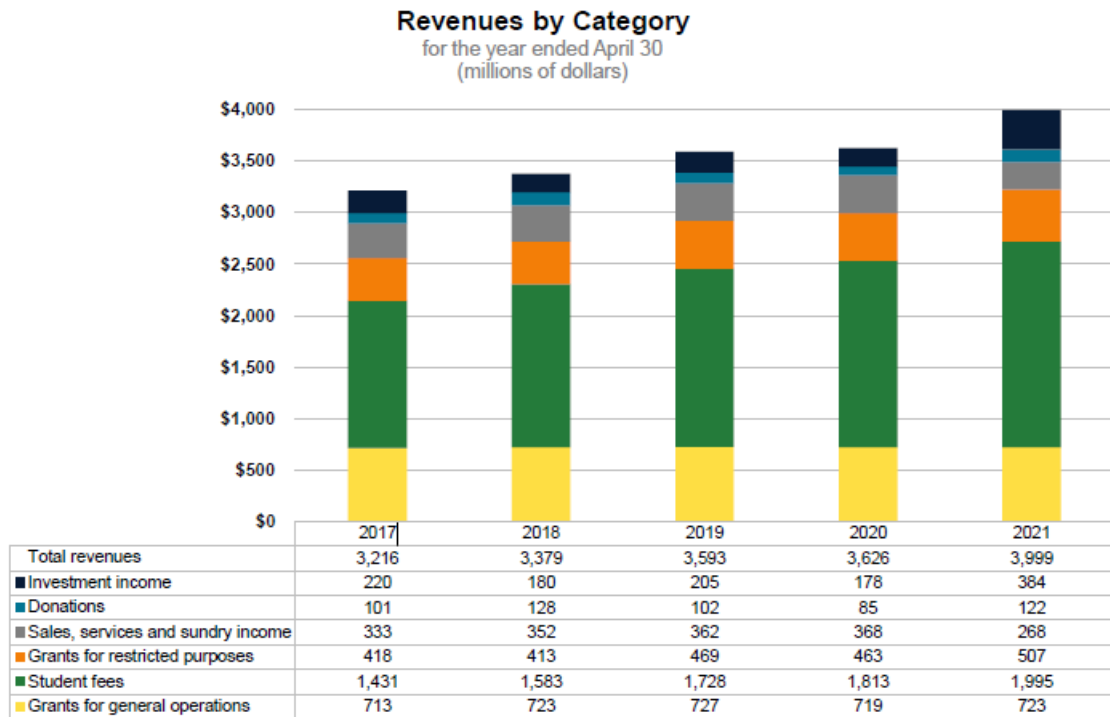
### **2. Economic Conditions**

16. The University of Toronto is in a very healthy financial position. While the University has experienced some budgetary impacts arising from the COVID-19 pandemic, particularly in the area of ancillary services, the University has been running a consistent budgetary surplus for the past several years and has a significant carry-forward of hundreds of millions of dollars. Moreover, the



University’s audited Financial Report from April 2021 reported an increase in net income of 64.6% compared to the previous year while the University’s most recent audited Financial Report from April 2022 reported a further net income increase of \$416 million.<sup>5</sup>

17. Notably, this healthy financial situation is the result of continued growth in student enrolment. In fiscal 2021, the University reported that \$2.7 billion, or 68.0% of revenues, were from student fees and government grants provided in support of student enrolments while in fiscal 2022, \$2.8 billion, or 74.2% of revenues, were from student fees and government grants related to student enrolment. In addition, the UofT reported an increase of \$445 million due to investment gains in 2020-21. In the fiscal year 2021, UofT reported an increase in net assets of \$1.6 billion (to a total of \$8.1 billion) and in fiscal year 2022, the University reported a further increase, bringing its total net assets to \$8.5 billion.



*UofT Financial Report 30 April 2021, p. 9, TAB 4*

18. This increase in revenues resulting from student fees is directly correlated to the increase in student enrolment that the UofT experienced over the course of the pandemic.
19. In 2020-2021, undergraduate student enrolment at the University increased by 3.4% as compared to 2019-2020, whereas it was expected that enrolment would

<sup>5</sup> **Tab 4:** *UofT Financial Report 30 April 2021, p. 4;* **Tab 5:** *UofT Financial Report 30 April 2022, p. 7.*

decrease. Moreover, total undergraduate international student enrolment increased by 9.7% in 2020-2021 as compared to 2019-2020. In 2022, the University reported a further 8.7% increase in international student FTEs. This is significant because international student enrolment fees are unregulated and unaffected by Provincial cuts that affect domestic tuition fees. Indeed, in its 2022 Financial Report, the University reported a \$126 million increase in student fees revenue – bringing its total revenue from student fees to \$2.1 billion – resulting mainly from increased international fees and enrollment growth.

20. According to the University's Financial Report, student enrolment has increased significantly since 2017 as a result of population growth in Ontario, increased higher education participation rates, and the UofT's growing reputation around the globe as a destination of choice for international students. As a result, the University has increased enrolment from 78,291 in 2017 to 85,747 in 2022, or an increase of 8.2%.

21. Importantly, the COVID-19 pandemic itself has only resulted in an *increase* to student enrolment at the UofT. As the Globe and Mail recently reported:

For a few institutions, such as the University of Toronto, this brave new world of university funding has been a bonanza. U of T now collects more in tuition fees from international students than it receives in annual operating grants from the Ontario government.<sup>6</sup>

22. Since a university's standing and reputation is largely determined by the leadership of UTFA's members in teaching, research, creative professional activity and librarianship, the fact that the UofT's appeal to students, both domestic and international, continued to grow during the pandemic is a remarkable tribute to the extraordinary efforts of its faculty, librarians, administrators, and support staff. This was acknowledged by President Meric Gertler in a message to the community:

To our faculty members, librarians, teaching assistants, administrative staff, tradespeople, and student services providers: you have gone above and beyond to ensure that the University of Toronto continues to fulfill its academic mission. As a result, we are delivering a high-quality online learning experience. Our research and innovation output remains robust. We are making many important contributions to the fight against the pandemic, locally, nationally and globally. And in all our operations, we are protecting the health and safety of the U of T community. At the same time, many of us have had to meet major new demands at home, from managing the schooling needs of our children to caring for our

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<sup>6</sup> **Tab 6:** *Laurentian University becomes a victim of a failing business model*, Globe & Mail, February 3, 2021.

elderly parents. Others among us are experiencing isolation and mental health challenges caused or exacerbated by the pandemic.<sup>7</sup>

23. In that light, and important to this round of negotiations, it is noteworthy that **the University reports significant growth in student enrolment and tuition revenues over the same period in which UTFA members have reported extraordinary workload increases and high stress and burnout.** In other words, the University's healthy financial picture is due in no small part to the very significant workload demands placed on, and high productivity of, UTFA members.
24. Further, all indications are that the University will continue to increase its enrolment. The University reports that "[r]evenues are expected to increase modestly over the next several years, primarily as a result of increasing international enrolment, domestic enrolment changes within the  $\pm 3\%$  flexibility of the fixed Provincial funding envelop, and modest fee increase assumptions."<sup>8</sup>
25. More specifically, the University Administration projects relatively steady student enrolment over the next five years, with an increase of 6,074 FTEs by 2026-27.<sup>9</sup>
26. The University is also realizing substantial cash savings from the absorption of its pension plan in the University Pension Plan ("UPP") as of July 1, 2021. Under the UPP, the University's pension contributions are set at an average of 10.6% of pensionable earnings. This represents a savings of 1.7% of pensionable earnings when compared to the 12.3% of pensionable earnings for July 1, 2019-June 30, 2020. In addition, the University is no longer required to make special payments for solvency relief. These payments were \$44.5 million per year for the going concern deficit and \$21.3 million per year for the solvency deficit. The University is also saving a further \$10 million per year because it is no longer required to contribute to the Pension Benefits Guarantee Fund. These are significant savings that further strengthen the University's financial position.<sup>10</sup>

### 3. Cost of Living

27. While Bill 124 imposes limits on what would otherwise be appropriate salary and compensation increases, in considering the issues in this arbitration it is important to bear in mind the extent to which University of Toronto salary levels have not kept up with increases in the cost of living. In 2021, the Consumer Price Index rose 3.4% on an annual average basis, the fastest pace since 1991.<sup>11</sup> In 2022, inflation hit record levels not seen for decades. In April 2022, year over year, Canadians paid 9.7% more for food purchased from stores, with Statistics

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<sup>7</sup> **Tab 7:** *Letter from the President: Looking to January 2021*, November 20, 2020.

<sup>8</sup> **Tab 5:** UofT Financial Report, dated April 30, 2022, p. 11.

<sup>9</sup> **Tab 8:** UofT Enrolment Report, dated February 18, 2022, p. 3.

<sup>10</sup> **Tab 9:** Actuarial Valuation as at July 1, 2019 for University of Toronto Pension Plan.

<sup>11</sup> **Tab 10:** Statistics Canada, Consumer Price Index, Annual review, 2021.

Canada observing that “this increase, which exceeded 5% for the fifth month in a row, was the largest increase since September 1981.”<sup>12</sup> Similarly, shelter costs rose 7.4% year over year, the fastest pace since June 1983. In June 2022, the rate of consumer inflation rose 8.1% year over year, the largest yearly change since January 1983.<sup>13</sup> Meanwhile, gas prices skyrocketed to a 40-year high.<sup>14</sup>

28. In the GTA, costs of housing continue to be a particular stressor and even despite the pandemic, home prices in Toronto’s housing market have continued to climb. In November 2020, the Toronto Regional Real Estate Board reported year-over-year increases of 15.2% for detached houses in the GTA, to an average cost of \$1.2 million.<sup>15</sup> In the first quarter of 2022, the average price of a Canadian home rose 25.1% year over year and, in the GTA, the acceleration in prices was even more pronounced.<sup>16</sup> In the first quarter of 2022, the average home price in the GTA increased by 27.7% year over year to \$1,269,900.<sup>17</sup> Rental prices also continued to rise. In Toronto, the average one-bedroom unit rented for \$2,065 while the average two-bedroom unit rented for \$2,849, representing an overall annual increase of 16%.<sup>18</sup>
29. Despite Toronto real estate prices moderating slightly in recent months from their early-2022 peak, with a potential correction continuing in 2023, Toronto real estate prices continue to remain sky-high and well above 2021 prices. Together with rapidly rising interest rates, some experts predict that - despite prices moderating slightly in recent months - housing affordability in Canada, particularly in the most expensive markets like Toronto, may soon reach its worst-ever level.<sup>19</sup> Recent data also suggests that, in addition to affecting real estate affordability, rising interest rates could mean even higher costs for those renting in major cities across the country, including Toronto.<sup>20</sup>
30. Capped at 1% increases, UTFA salary levels have simply not kept pace with the rapidly rising cost of living in the GTA.

#### 4. Applicable Interest Arbitration Principles

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<sup>12</sup> *Ibid.*

<sup>13</sup> **Tab 11:** Statistics Canada, Consumer Price Index, April 2022; **Tab 12:** Statistics Canada, Consumer Price Index, June 2022.

<sup>14</sup> *Ibid.* **Tab 13:** Toronto, GTA gas prices to hit record-high this weekend, CityNews, June 2, 2022.

<sup>15</sup> **Tab 14:** *Detached home sales jump 30% across the GTA as Toronto’s housing market continues to soar*, Toronto Star, December 3, 2020.

<sup>16</sup> **Tab 15:** *Real estate firm increases house price forecast for Greater Toronto Area in 2022*, CTV News, April 19, 2022.

<sup>17</sup> *Ibid.*

<sup>18</sup> **Tab 16:** Toronto GTA May Rent Report 2022.

<sup>19</sup> **Tab 17:** *Downgrading our forecast for Canada’s housing market*, RBC Economics, July 22, 2022.

<sup>20</sup> **Tab 18:** *Analysts say interest rate hike should push rent growth in Canada’s large cities*, Global News, July 14, 2022.

31. In *Air Canada v. CAW-Canada, Local 2002*, 2011 CarswellOnt 9467, Arbitrator Kevin Burkett described the key principles that guide interest arbitration awards as follows, at paras 66-68:

The terms replication, gradualism and demonstrated need are used to describe the guiding principles of boards of interest arbitration. Replication refers to the objective of fashioning an award that, to the extent possible, replicates the settlement the parties would have reached had the dispute been allowed to run its full course. In this regard, interest arbitrators look to benchmarks in the community (in our case to other major Canadian corporations and to the airline industry) and to the bargaining history between the parties.

The principle of gradualism reflects the reality that collective bargaining between mature bargaining parties, as these are, is a continuum that most often accomplishes gradual change as distinct from drastic change. It follows that absent compelling evidence, an interest arbitrator will be loath to award "breakthrough" items.

The principle of demonstrated need, as applied to a major economic item, provides a counterbalance to the principle of gradualism. It does so by establishing the basis upon which a board of interest arbitration will award a "breakthrough" item. A party seeking a major or even a radical change must convincingly establish the need for such change; hence the term demonstrated need.<sup>21</sup>

32. Moreover, interest arbitrators have repeatedly recognized that the University of Toronto's competitive position *vis a vis* other Ontario and Canadian research universities should be a guiding factor in determining the terms and conditions of UTFA's members' employment. In UTFA's contention, this principle applies not only to salaries and benefits, but also to the UTFA members' terms and conditions of employment more generally.
33. The "top of market" principle has been recognized by interest arbitrators for almost forty years. For example, in his 1982 interest arbitration award between these two parties, Arbitrator Burkett underscored "the important role played by a pre-eminent university such as the University of Toronto, and the contribution made by its faculty in furthering objectives of the institution and serving the needs of society."<sup>22</sup>
34. Similarly, in his 2006 interest arbitration award between these two parties, Chief Justice Winkler emphasized that increases to compensation will be driven by the mutual commitment of the University Administration and the Association to

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<sup>21</sup> **Tab 19:** *Air Canada v. CAW-Canada, Local 2002*, 2011 CarswellOnt 9467 (Burkett).

<sup>22</sup> **Tab 20:** *University of Toronto v University of Toronto Faculty Association Interest Arbitration Award*, dated June 3, 1982 (Burkett).

ensuring that the University is, and remains, a leader among the world's best teaching and research institutions of higher learning, as well as a leader in the university sector 'marketplace' within which this goal is pursued:

In essence, the University has staked out a position at the top of the relevant market or "industry segment". **It implicitly admits that maintaining that position depends to a large degree on maintaining the quality of its faculty and librarians.** That in turn requires, leaving aside the intangibles, ensuring that the **total compensation** package available to those faculty members and librarians is sufficient to place them at the top of the market as well. That will be the starting point for our analysis of the specific proposals. [Emphasis added.]<sup>23</sup>

35. Just as these principles guide interest arbitration awards respecting salaries and benefits, they should equally guide decisions about the policies that define the terms and conditions of UTFA members' employment. This is especially true in relation to workload policies, given the close relationship between workload and compensation. Indeed, given the very high expectations placed on UTFA members to achieve a consistent level of excellence in their professional activities, it is all the more important to ensure that UTFA members also enjoy fair and appropriate terms and conditions of employment—both as fundamental workplace protections, and to ensure that they have the conditions within which to continue to attain excellence in their work.
36. Faculty members and librarians at the University of Toronto should therefore maintain "top of market" status in compensation *and* in respect of their other terms of conditions of employment. As Chief Justice Winkler recognized in 2006, these parties share an abiding commitment to excellence and to the reputation of the University. In striving every day to achieve that standard of excellence, UTFA members require – and are entitled to – clear, fair, and equitable workload policies. This is currently not the case.

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<sup>23</sup> **Tab 21:** *University of Toronto v University of Toronto Faculty Association Interest Arbitration Award*, dated March 27, 2006 (Winkler), at para 20.

## II. PART II: UTFA'S PROPOSALS

### 1. Workload

37. UTFA's members continue to experience crushing workloads that are inequitably distributed within units and disproportionately borne by equity-seeking members.<sup>24</sup> While the COVID-19 pandemic has magnified significant structural gaps in the workload protections available to UTFA members, excessive, inequitable workload has been a major problem identified as a priority issue by UTFA for more than a decade and - without concrete policy change - will remain a major, persistent concern among UTFA's membership into the future.
38. UTFA's workload proposals are designed to incrementally address longstanding, significant inadequacies in the workload protections available to its members.
39. Since its implementation in 2011, the *University of Toronto Workload Policy and Procedures for Faculty and Librarians* ("WLPP") – and the local unit workload policies the WLPP requires – have proven to be ineffective in protecting members from excessive, unreasonable and/or inequitable workloads.
40. A major contributing factor is that the WLPP does not establish a sufficient degree of transparency with respect to workload norms and assignments to enable members to demonstrate when their workloads are excessive, unreasonable and/or inequitable or when comparable work is not weighed in the same manner.
41. A second major contributing factor is that, unlike comparator institutions across the province, the WLPP establishes few if any concrete, consistent parameters or limits to counteract members' inequitable, excessive and ever-expanding workloads, especially in relation to teaching. For Teaching Stream faculty in particular, the problem of excessive, unreasonable, and/or inequitable workload is especially intractable.
42. To address these significant inadequacies in the workload protections available to its members, UTFA proposes to:
  - Require that unit heads consider the level and/or hours of technical and/or pedagogical support for online teaching available when determining the teaching component of a member's workload (Proposal 1A);
  - Ensure clearer, more transparent, and more consistent standards for TA support across the University and within divisions (Proposal 1D);

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<sup>24</sup> As discussed further below, survey data from 2006, 2010, and 2014 surveys as well as a more recent survey from 2020 document a clear pattern of over-work that particularly affects female and racialized faculty.

- Require that unit workload policies expressly address the factors known to most significantly impact teaching and service workload (Proposal 1G);
- Require that course releases be distributed equitably within units (Proposal 1H);
- Require that units annually prepare a Unit Workload Document setting out the assigned teaching and service loads within the unit for the year in order to enhance transparency and equitable workload distribution (Proposal 1I);
- Require that unit workload policies and member workload letters expressly set out members' distribution of effort ("DOE") (Proposal 1J);
- Limit Teaching Stream teaching load to not more than 150% of the Tenure Stream teaching load within the same unit (Proposal 1K);
- Ensure units provide teaching and service release for pre-tenure/pre-continuing status faculty members prior to their interim reviews and some professional practice and service release for pre-permanent status librarians (Proposal 1L); and
- Clarify that librarians' research and scholarly contributions are self-directed (Proposal 1M).

### ***The WLPP***

43. UTFA has been raising its members' concerns regarding workload with the University Administration for well over a decade. These efforts arose in response to the persistent plea from a large number of UTFA members, from all three streams, and from contract and part-time faculty, to manage an overwhelmingly heavy workload. In surveys of UTFA members from 2008, workload was consistently described as "crushing" and unreasonable, while the distribution of workload was repeatedly characterized as inequitable and lacking in transparency.
44. As a result, workload was a key issue going into the 2007-2009 round of bargaining. However, at that time UTFA had no right to negotiate workload under Article 6 of the MOA and its ability to address the structural problem of excessive workload was significantly curtailed. The parties ultimately agreed to a joint committee on workload and work/life balance.
45. The limitations on UTFA's ability to negotiate led UTFA to seek to expand Article 6 of the MOA to allow UTFA to negotiate workload. Ultimately, in the 2009-2011 round of negotiations, the parties agreed to critical amendments to the scope of bargaining in Article 6, which now includes Workload, and to the creation of the WLPP in January 2011.



46. While the addition of Workload to the scope of Article 6 bargaining was a significant step forward, because faculty and librarian workload at the University had been essentially unregulated until that point, it was apparent to UTFA that significant progress would be required over the years to come in order to bring the University of Toronto in line with its comparator institutions. At other universities, important elements of workload have been governed for decades through clear, consistent collective agreement workload protections (e.g., teaching load caps, explicit distribution of effort language, minimum entitlements to TA/Marker/Grader support, measures to ensure transparency in workload, course release entitlements, etc.). By comparison, no such measures existed at the University of Toronto and a wide array of practices existed across the University.
47. When UTFA and the Administration negotiated the WLPP in 2011, a key, shared goal was to establish conditions for the fair, reasonable, and equitable distribution of workload. This objective was ultimately articulated in Article 1 of the WLPP, which commits the University of Toronto to establishing and assigning workload to faculty members and librarians according to the following three principles, among others:
- “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;”
  - “Assignment of individual workload based on the principle that **comparable work will be weighed in the same manner.**”
48. Notably, UTFA understood that the full realization of these important goals would have to be incremental over time, and would require refinement as the parties gained on-the-ground experience. As UTFA’s President stated in a bargaining newsletter to members at that time:
- [O]ur firm position is that **workload is far too complex a problem for us to solve all at once**, a perception that is strongly echoed by the experiences of faculty associations whose comprehensive bargaining frameworks have allowed for **incremental improvements to workload articles based on the accumulation of experience over years. We too will need to refine our approach in years to come.**<sup>25</sup>
- [Emphasis added.]
49. In UTFA’s submission, the WLPP continues to be inadequately equipped to achieve these important objectives, and it is not yet an effective tool to address

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<sup>25</sup> **Tab 22:** UTFA Bargaining Report #3, dated August 5, 2009.

the workload problems that gave rise to the WLPP to begin with. The incremental changes anticipated by UTFA in 2009 must continue to be made. The Association's current proposals are designed to further the Association and Administration's shared goals by creating stronger mechanisms within the WLPP to achieve these commitments. These amendments are critical to addressing the ongoing and persistent workload concerns of UTFA members.

50. As stated, for years UTFA members have consistently described their workload as "crushing" and unreasonable, while the distribution of workload has consistently been viewed as inequitable and lacking in transparency.
51. Notably, these workload concerns have disproportionately impacted equity-seeking members. In particular, female faculty members have expressed a much higher rate of dissatisfaction with their workload compared to their male colleagues in both the Tenure Stream and the Teaching Stream.
52. Librarians have also expressed a persistent concern with heavy workloads.
53. The depth of UTFA members' concerns was highlighted in a series of comprehensive surveys commissioned by the University Administration referred to as the "Speaking Up" or "Speaking Out" surveys. The first two Speaking Up surveys, conducted in 2006 and 2010, revealed a significant concern by UTFA members about unreasonable workloads, particularly among female faculty members.<sup>26</sup> A third Speaking Up survey was conducted in 2014, and a fourth survey, called the "Speaking Out" survey, was conducted in 2020. Key themes from these surveys are summarized at **TAB 23**.
54. In brief, the surveys reveal that female faculty consistently express particular concern about the burden of unreasonable administrative responsibilities and teaching responsibilities, and significant dissatisfaction with their ability to balance the teaching, scholarship, and service activities expected of them. These concerns were also disproportionately raised by visible minority faculty. Not surprisingly, a disproportionately high proportion of female and visible minority faculty, as well as librarians, responded that their workload was heavy or much too heavy, and reported that the stress of work negatively affected their job performance. Concerns about unreasonably high and inequitably distributed workloads have also been a consistent and prominent feature identified in the various surveys UTFA has conducted of its own membership, including several more recent surveys.<sup>27</sup>

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<sup>26</sup> Survey questions varied somewhat between the three survey years, as did the demographic breakdown of the groups polled, making comparison across years more challenging. The survey also tracked members of other equity seeking groups, however in many cases this data was not disclosed to UTFA because of an ethics protocol which redacted information from small groups that could identify the responding individuals.

<sup>27</sup> Membership surveys conducted by UTFA include: 2008 Workload Survey; 2008 Librarian Workload Survey; 2017 General Membership Survey; 2017 Part-Time Appointment Survey; 2020 Teaching Stream Survey.

55. Taken together, the survey data, which spans more than a decade from the earliest survey in 2006 to the most recent surveys in 2020, demonstrate a clear and consistent pattern of over-work for many years, particularly affecting female and racialized faculty.
56. While these significant workload concerns have persisted for years at the University, the COVID-19 pandemic highlighted the severity of these issues and their disproportionate impact on women and other equity-seeking groups. The pandemic has underscored the inadequacy of measures in place to ensure transparency in workload and to protect faculty from excessive teaching loads – as well as the urgency with which these issues must be addressed.

***Arbitrator Kaplan’s 2020 Interest Arbitration Award***

57. The WLPP was most recently amended after the last round of negotiations (2018-2020) and Arbitrator William Kaplan’s Interest Arbitration Award dated June 29, 2020.<sup>28</sup> Attached at **TAB 25** is a draft of the WLPP prepared by the University Administration subsequent to the Kaplan Award.<sup>29</sup>
58. In the 2018-2020 round, UTFA proposed amendments to the WLPP that would have introduced greater transparency in members’ distribution of responsibilities and given meaningful protection to the right to “reasonable” time to conduct scholarship for Teaching Stream faculty. Specifically, UTFA proposed:
  - a. That s. 2.18 of the WLPP be amended to require: (i) that members’ workload letters include details with respect to the member’s teaching and service assignments, including the proportion of the member’s overall responsibilities that the member is expected to devote to each of teaching and service and (ii) that where a member’s assignment is materially different from the unit’s workload norms, the variation and the reason for it should be communicated to the member in the workload letter.
  - b. That s. 7.2 of the WLPP, a provision that entitles Teaching Stream faculty to “reasonable time” for scholarship - be amended by adding the words: “normally, scholarship and/or pedagogical/professional development

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<sup>28</sup> **Tab 24:** *University of Toronto v University of Toronto Faculty Association Interest Arbitration Award*, dated June 29, 2020 (Kaplan).

<sup>29</sup> UTFA has not agreed to the changes made to the WLPP in this draft. UTFA does not agree with the phrase “in writing or orally to the Committee” in Article 2.11. UTFA had proposed “in writing and orally to the Committee” while the University Administration had proposed “in writing or orally to the Committee.” This issue was not before Arbitrator Kaplan. While references to the WLPP in this brief are references to this draft, UTFA is referring to this draft only for convenience and only for the purposes of this arbitration. Reference to the WLPP herein shall not be interpreted as UTFA’s agreement with this draft and shall be without precedent or prejudice to UTFA’s position on the language of Article 2.11 or any other issues arising from changes to the WLPP made by the University Administration in this draft.

accounts for no less than the service component of a Teaching Stream faculty member's workload", in order to ensure all members have protected time to engage in scholarship and/or pedagogical/professional development appropriate to their stream.

59. Arbitrator Kaplan was persuaded that changes were needed to the WLPP to improve workload transparency. He held that members "should have their workload written down and available for review and comparison," explaining that "[i]t is only fair that faculty members know how workload is distributed, particularly where it is asserted that workload distribution has a negative impact on members of equity-seeking groups."<sup>30</sup> He therefore ordered that where an individual's workload assignment materially differs from the unit's workload norms, the variation and reasons for it should be identified and communicated to the member.
60. However, Arbitrator Kaplan declined to require that members' distribution of effort be outlined in their workload letters. He also declined to award UTFA's proposed amendment to Article 7.2. In declining to grant these proposals, Arbitrator Kaplan described UTFA's proposals as "major" changes. He opined that these were not pressing issues requiring arbitral attention, primarily because there had only been two formal workload complaints referred to the Workload Adjudicator under the WLPP. He concluded these issues were "best left to the parties to resolve".
61. Respectfully, for the reasons outlined in more detail below in respect of similar proposals UTFA makes this round, the Association disagrees with Arbitrator Kaplan's conclusions in this regard. In particular, in UTFA's submission, requiring clarity regarding members' expected distribution of effort and establishing basic parameters on teaching stream members' teaching workload are not "major" changes, they are incremental amendments to the WLPP required to bring the University of Toronto in line with comparator institutions across the province and to ensure the most minimal protections against excessive, inequitable workload. Putting in place basic workload regulations is not a radical change; it is a basic protection to which all faculty members and librarians should be entitled.
62. Further, in UTFA's submission, little can be inferred from the fact that few formal workload complaints are filed and/or result in a formal hearing before the Workload Adjudicator. In UTFA's experience, members are very reluctant to file a workload complaint or grievance, particularly where they experience more precarity in their employment (for example, part-time faculty who work on serial contracts, and pre-tenure or pre-continuing status faculty). Part-time members<sup>31</sup>

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<sup>30</sup> **Tab 24:** *Kaplan award*, at p. 5.

<sup>31</sup> The University of Toronto employs many part-time faculty members. Under the [Policy and Procedures on Employment Conditions of Part-Time Faculty, 2021](#), a part-time appointment is defined as "one that does not exceed 75 per cent of full-time employment and is not less than 20 per cent of full-time employment". Part-time Non-Tenure Stream faculty hold limited term appointments. Initial appointments at part-time ranks are generally one-year's length but may be up to two-year's length in duration. These appointments may be renewed for successive contracts. Part-time Non-Tenure Stream appointees have

are particularly vulnerable to inequitable workloads and, given their precarity, are often especially reluctant to pursue their concerns formally. This reluctance to file a grievance or workload complaint is magnified by the lack of transparency in the WLPP and in workload letters, which makes it particularly challenging for members to discern how their workload compares to others within the unit, and/or for UTFa to provide informed advice about whether a grievance or workload complaint should be filed.

63. For example, a part-time faculty member who has a 50% FTE appointment may have an appointment letter stating that the member's appointment requires them to carry out teaching, scholarship, and service. The annual workload letter might further specify that the member is required to teach 2.5 FCEs, that they will act as Undergraduate Coordinator, and that they will serve on an Admissions committee and a Curriculum committee. In these circumstances, the member has no idea:
- what their expected distribution of workload is *within* the 50% FTE, as between their teaching, scholarship, and service obligations;
  - whether they have reasonable protected time to carry out scholarship;
  - whether the specific teaching activities listed in their workload letter reasonably count as 2.5 FCEs; and
  - whether it is reasonable that they be assigned the role of Undergraduate Coordinator, and to serve on two work-intensive committees to satisfy their service workload.
64. In order to be able to compare their teaching load with that of their colleagues (including colleagues who are full-time Tenure Stream faculty, full-time Teaching Stream members, or other part-time members with various FTE appointments), the member in the above example needs to know not only what their relative teaching load is, but also what their colleagues' relative teaching load is (i.e., how their and their colleagues' teaching assignments are "counted"). Without this information, it will be much more difficult if not impossible for the member to identify and demonstrate the inequity of their workload assignment. In these circumstances, a member - especially a precarious part-time member who has no job security and is reliant on serial contracts for continued employment - is much less likely to formally challenge their workload assignment.
65. UTFa is also aware of cases where members have grieved at Step 1 by raising a concern (often informally) with their Chair, sometimes without UTFa's

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a similar breakdown of duties to a Tenure Stream appointment (i.e., generally similar to 40%/40%/20% of research/scholarship, teaching, and service). However, they are not eligible for tenure and have reduced FTEs. Under the terms of the *Part-Time Policy*, the expected workload of a part-time faculty member should be proportionate to their FTE.

knowledge, and the matter is resolved through a partial and unsatisfactory remedy, which the member is reluctant to dispute at Step 2 of the grievance process because this would require them to directly challenge their Chair's decision-making. Again, this is a particular problem for UTFA's most precarious members—who are also the ones to experience the most significant workload problems. To UTFA's knowledge, grievances resolved at Step 1 in this manner are not reported to the Dean's Office or to the Senior Administration. In UTFA's respectful submission, therefore, it is an error to conclude that because few workload issues are grieved at the higher levels of the grievance process, this means that there are no problems or inequities in the distribution of workload, or that these issues are not being grieved to chairs and unit heads, or negatively impacting on the work-lives of UTFA members.

66. Members are also reluctant to bring a workload complaint precisely because the language in the WLPP itself is ambiguous and unclear. Teaching Stream faculty are uncertain what it means to have "reasonable time" to carry out their scholarship in the face of Chairs who tell them that, for example, their workload consists of 80% teaching and 20% service, and that their scholarship is "included" within the 80% teaching load (a view that, as discussed below, UTFA strongly disputes). The lack of clearer workload protections in the WLPP has, in effect, created a barrier that deters members from filing workload complaints.
67. Given this general reluctance to file workload complaints or to grieve, it is critical that the WLPP require more comprehensive, transparent unit workload policies and that the WLPP and unit workload policies provide clear direction to unit heads with respect to the allocation of workload.
68. While Arbitrator Kaplan identified the need for fairness and "full transparency" in UTFA members' workload at the University, further improvements to the WLPP are required to achieve these important goals. Currently, faculty members at the University of Toronto have one of the weakest, least comprehensive systems to regulate and ensure reasonable workload. They are clearly far from "top of market" in that regard.
69. UTFA's workload proposals in this round of bargaining, if awarded, would represent only modest, incremental improvements to members' workload protections, consistent with norms across the sector. These changes are critical to ensuring the foundational promises of the WLPP are realized, especially for equity-seeking members disproportionately burdened by crushing and inequitable workloads.

## A. Technical Support

### PROPOSAL

**Amend Article 4.2 of the WLPP by adding:**

***Level and/or hours of technical and/or pedagogical support for online teaching;***

### RATIONALE

70. Article 4.2 of the WLPP sets out relevant factors to be considered by the Unit head in determining the teaching component of a member's workload. Currently, the relevant factors set out in Article 4.2 are as follows:

- 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;
- Level and/or hours of teaching assistant support;
- 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.

71. UTFA's proposal is to add the "level and/or hours of teaching and/or pedagogical support for online teaching" to the list of relevant factors. (Note: this proposal is without prejudice to UTFA's general position that faculty members cannot be required to engage in online or hybrid teaching except in exceptional circumstances.)
72. Concerns raised by UTFA members reflect significant gaps in relation to technical support for online teaching. Many members have identified the inadequacy of technological support as one of the primary challenges in transitioning to temporary remote instruction during the COVID-19 pandemic. Further, even as COVID-19 restrictions are gradually lifted, some University courses continue to be offered remotely, underscoring the need for long-term improvements in the technical support for online teaching available at the University.
73. At present, there is *less* technological support available for online instruction than for in-person teaching. Normally, if a member encounters a technological issue in the classroom, support is immediately available in many U of T classrooms at the touch of a button. However, if a member encounters a technological issue when teaching online – where smooth functioning is that much more important – such "real time" support is generally not available. Training in the use of various temporary remote instruction platforms has also been insufficient.
74. While the University Administration claims to have increased technological supports, the availability of services remains uneven and inconsistent.
75. Pedagogical supports are equally important to the success of online teaching. In particular, when the mode of course delivery for an in-person course is changed to an online or dual mode of delivery, the course cannot simply be "moved" online and taught as though nothing has changed. Teaching online is fundamentally different from teaching in person and requires different pedagogical skills and strategies.
76. While online training modules and courses are available, there are few resources to assist members in addressing specific questions or dilemmas, or to help members learn how to restructure their courses so that they are pedagogically appropriate for online instruction. Members need support to develop appropriate skills, as well as resources to design, create content for, and deliver courses that effectively engage students and maintain the University's commitment to teaching excellence.
77. The availability of technical and pedagogical support is relevant to considering the teaching component of workload because considerably more effort and time must be expended when those supports are inadequate. As such, the level and/or hours of technical and pedagogical support that a member receives for



online teaching should be taken into consideration as one of the relevant factors affecting workload.

78. Indeed, many Ontario universities go further and expressly mandate the provision of adequate technical and pedagogical support for teaching, especially where members are teaching courses via alternate modes of delivery.
79. For example:

<b>University</b>	<b>Collective Agreement Provision</b>
Algoma	Art. 16.04(b): "The University shall endeavour to provide <u>appropriate resources</u> and support to faculty members developing distance education courses to ensure that <u>quality products are developed.</u> "
Guelph	Art. 18.21.1: "In assigning the teaching of an E-Learning course, the Dean shall take into consideration the complexity and the potentially greater level of preparation required for an E-Learning course as well as the Member's overall teaching workload. <u>The Dean will also take into consideration the amount of technical support required...</u> " Art. 18.21.2: " <u>The Dean will ensure that the appropriate technical support and training are provided.</u> "
Huron	Art. 2.6: "... <u>The Employer will provide technical support</u> , including but not limited to the maintaining of provided computing devices and ensuring access to university networks and sites, <u>to allow faculty members to perform their teaching, research and services requirements.</u> "
Ottawa	Art. 2.2.3.2: "Where a Member develops or teaches an online course, <u>professional development and technical support assistance will be made available so that she is prepared to teach in this environment.</u> "
Queen's	Appendix S: Online Courses: "Any Member assigned to teach an Online Course in accordance with this Appendix <u>shall receive access to training and assistance in the technical and pedagogical aspects of the teaching and delivery of an online course.</u> "

Trent	Art. X.6: “In the event that a Member is asked to develop and or teach, for the first time, an online course, <u>the Member shall receive appropriate professional development and technical support assistance so that they are specifically and comprehensively prepared to teach in this environment.</u> ”
Western	LOU re Online Courses, Art. 4.1: “ <u>The Employer shall ensure that there is technical support and assistance available to Members teaching Online Courses</u> , both by phone and email during Information Technology Services (ITS) helpline hours.”
York	<p>Art. 18.08.3: “In keeping with the responsibilities for maintaining an environment for work, as outlined in Article 18.39, <u>the Administration shall use all available means to provide an infrastructure, both human and material, to support technologies to enhance teaching and research activities...</u> Employees assigned to teach courses delivered by alternate modes, as defined above, <u>shall be provided with all reasonable technological and human resources required to develop and to conduct the course.</u> Employees shall be provided with necessary training in the use of required technology.”</p> <p>Art. 18.39(i): “The Employer recognizes its responsibility to <u>provide an adequate level of facilities and services in support of the work of employees, including provision of reasonable office, studio, and laboratory space, telephone, secretarial, library, computing, duplicating, technical, and other support services.</u>”</p>

80. UTFA’s proposal is significantly more modest, requiring only that the level and/or hours of technical support and/or pedagogical support available for online teaching be *considered* when teaching workload is assigned.

## D. TA Support

### PROPOSAL

#### UTFA Proposal:

#### Amend the WLPP to establish:

- 1. A requirement that members shall at a minimum be assigned 1.5 hours of TA support per student for courses with 30 or more students.**
- 2. A requirement that each Department/Division establish a minimum standard for access to TA support that is no lower than the University-wide minimum standard in D(1).**
- 3. A requirement that each Division establish a process for increased and equitable distribution of TA support to members with enrolment above the minimum standard (limit) consistent with D(1).**

### RATIONALE

81. UTFA's proposals are aimed at setting clearer, more transparent and more consistent standards for TA support across the University and within divisions.
82. TAs provide critical teaching support, including by moderating online questions and comments during lectures, leading tutorials and labs, grading assignments, marking examinations, etc. The provision of TA support therefore has considerable impact on the workload that would otherwise be borne by the faculty member.
83. Despite the importance of these workload supports, there is very little transparency about or consistency in how TA support is allocated, either across the University or within each Faculty or unit. For example, while some units allocate TA hours based on student enrolment (based on a formula that is known and communicated to members of the unit), in many other units the basis for TA allocation is opaque. UTFA has heard complaints from members about the lack of transparency and inconsistency in the allocation of TA support.
84. It is also very unclear how TA resources are allocated as between different units within a Faculty, or as between different Faculties. UTFA and its members have no understanding about how the Administration determines which faculty members should receive TA support and to what level. This is a cause for considerable frustration and inequity (real or perceived) among faculty members.

85. These concerns have only become more acute as a result of the COVID-19 pandemic. TA support is especially important to meet the heightened demands of online teaching. In particular, adequate teaching assistance is needed to engage students and support their learning in online environments. For example, online instruction typically requires smaller tutorial groups and discussion boards for effective student learning because discussion over online platforms are otherwise more difficult to facilitate. Running smaller tutorials and moderating discussion boards online during lectures requires additional teaching supports.
86. The University Administration has been unwilling or unable to provide UTFA with information about the level of support available to units, the criteria for allocating supports, or measures taken to ensure that resources are equitably and consistently allocated. This is despite UTFA's repeated requests for information necessary to be able to gauge the extent of supports available in units across the University.
87. As UTFA continues to hear from members who are unable to access adequate supports, it has become clear that it is necessary to establish minimum standards based on transparent criteria for the allocation of TA resources. UTFA's proposal aims to accomplish this goal.
88. Notably, some units within the University have set standards for allocating TA resources in their unit workload policies. For example, the unit workload policy of the Department of Language Studies at University of Toronto Mississauga states that a grader will be provided for courses with an expected enrolment exceeding 40 students and the unit workload policy of the Department for the Study of Religion in the Faculty of Arts and Sciences states that "enrolments of 50 students or higher are required for minimum TA support" and beyond that, TA hours will be "determined proportionally based on enrolment." Similarly, the unit workload policy of the Department of Civil Engineering in the Faculty of Applied Science and Engineering provides 54 hours of TA support per 25 students.
89. Such models serve the important purpose of ensuring that (a) members have access to reasonable supports, (b) these supports are allocated in a consistent and equitable manner, and (c) members are aware in advance of what supports they can rely on. However, these models are not applied consistently across the University.
90. Many other universities have well-established minimum thresholds for TA or marker-grader support set out in their collective agreements. For example:

<b>University</b>	<b>Class Size Above Which TA or marker-grader support will be provided</b>	<b>Type of support</b>
Algoma (Art. 16.02(b)(iv))	>125	Marker/ Grader

OCAD (Art. 27.7)	For lecture or studio seminar with no tutorial, with over 45 students	Typically assigned 1.5 hours per student over 45
	Courses with tutorials with 90-150 students	One Tutorial Leader, and one possible Marker/Grader
	Courses with tutorials with 151 or more students	Two Tutorial leaders, and one possible Marker/Grader
Ottawa (Art. 22.2.1.9)	(a) To be determined by a Dept. teaching assistant allocation norm or policy; and/or (b) >45	At least 2.5 hours of marker/grader assistance for each credit value of the course, for each block of five (5) students from the time the enrolment number exceeds forty-five (45)
St. Michael's (Art. 8.8)	>50; and >20 (in Faculty of Theology)	TA support
St. Jerome's (Art. 25.6.7)	>60	Grading assistance
Wilfred Laurier (Art. 18.2.4.3)	>100 with non-computerized marking	Minimum of one hour of grading/marking assistance for each student in excess of 100 to a maximum of 125 hours
York (Art. 18.44)	>50	At least a marker/grader, at least at the rate of fifteen (15) hours for each block of five (5) students, or portion thereof, exceeding fifty (50)

91. Other Ontario universities require that the Administration, or individual units or Faculties, establish transparent processes for the distribution of TA and/or marker-grader support. For example:

University	Collective Agreement Provision
Guelph	Art. 18.19.2: " <u>Each Department shall have a promulgated process for assigning teaching assistants (TAs) that is fair, equitable, and transparent.</u> A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above."

	<p>Art. 18.20: "...Appeals regarding TA support shall be submitted to the Dean."</p> <p>Art. 18.25: "The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of teaching assistants."</p>
Laurentian	<p>Art. 5.40.13: "It is acknowledged that the provision of teaching assistants is a factor to be considered in the assignment of workloads. <u>As such the Vice-President, Academic and Provost will ensure to the greatest degree possible the equitable distribution amongst the Faculties of such assistance, consistent with the identified needs of the Department/School.</u>"</p>
Toronto Metropolitan University (TMU)	<p>Art. 10.12.G: "The University is committed to supporting faculty members through the provision of Academic Assistants and hence <u>the level of support from Academic Assistants (TA/GAs) 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.</u> 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."</p> <p>Art. 10.17.D: "<u>Each Department/School may develop or alter a teaching standard provided that the standard...</u></p> <p>3. Ensures that the assignment of scheduled duties of members in the Department/School is carried out as equitable as possible;</p> <p>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 teaching assistance (TA/GA). <u>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;</u></p>
Saint Paul's	<p>Art. 20.4: "<u>Each Faculty shall adopt a policy, approved by a majority vote on the Faculty Council, to determine whether a</u></p>

	<u>given course shall have a graduate teaching assistant as well as the amount of support that may be required.”</u>
Windsor	Art. 5: <u>“Procedures for the allocation of GAs/TAs shall be communicated by the relevant Dean.”</u>

92. At a minimum, and in the alternative, UTFA should be entitled to receive:

- For all units and divisions, particulars regarding the rules, guidelines and/or practices currently in place at the unit- and division-level affecting the allocation of TA support. Specifically, and without limiting the generality of the foregoing, particulars regarding any and all rules, guidelines and/or practices currently in place within each unit and division regarding:
  - (1) the per-course student enrolment threshold typically required to trigger the provision of TA support (e.g. courses with student enrolment above “X”, will be allocated TA support);
  - (2) once this student enrolment threshold is triggered, the minimum number of TA hours typically allocated per student per course; and
  - (3) any other factors or circumstances affecting the allocation of TA support at the unit and division-level.
- University-wide data regarding the provision and allocation of TA support over the past five academic years, broken down by unit and division. In particular, for the period 2016/17 to 2021/22, data regarding: (1) the number of TA hours per course section; and (2) the student enrolment per course section for each course allocated TA support.

## G. Mandatory Unit Workload Policy Factors

### PROPOSAL

#### UTFA Proposal:

Add a new clause to Article 2 of the WLPP as follows:

***2.X Unit Workload Policies shall include consideration of the following factors:***

- a) mode of delivery;***
- b) level and/or hours of technical and pedagogical support for on-line teaching;***
- c) level and/or hours of technical support for professional practice;***
- d) class sizes;***
- e) level and/or hours of TA support;***
- f) the expected total number of students in all of a member's courses;***
- g) new or alternative mode or short notice course preparation;***
- h) graduate supervision.***

### RATIONALE

- 93. UTFA proposes that the WLPP should be amended to require that unit workload policies expressly address the factors (a)-(h) and how they are to be weighed in establishing workload.
- 94. The stated commitment in the WLPP is to a “fair, reasonable and equitable distribution of workload” and to “the principle that comparable work will be weighed in the same manner” (Article 1.2). This commitment depends, however, on transparency in the allocation of workload. As the WLPP affirms, UTFA members are entitled to 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.” (Article 1.2)
- 95. The WLPP aims to achieve these goals of transparent, fair, and equitable distribution of workload through two processes:
  - 1) the establishment of unit workload norms; and



- 2) the assignment of individual workload in accordance with those norms.
96. Unit workload norms are determined at the unit level and documented in unit workload policies subject to the approval of University Administrators. The requirement for these processes is set out in Articles 2.7 to 2.14 of the WLPP.
97. In brief, the WLPP describes a process for the establishment and approval of unit workload policies. Except for a requirement that they address workload assignments for CLTAs in relation to Tenure and Teaching Stream faculty, however, the WLPP is silent with respect to the *content* of unit workload policies. Rather, the WLPP empowers units with significant discretion to define their own norms and to describe them in any manner they wish.
98. UTFA respects and acknowledges the importance of allowing some latitude for local disciplinary and unit norms and collegial practices. At the same time, however, “local norms” must be balanced against the importance of establishing minimum protections to ensure fair and reasonable workload protections for all members across the University. Without such minimal protections built directly into the WLPP, the protections of the WLPP are essentially hollow.
99. In particular, the WLPP currently lacks any requirement that units address in their respective workload policies the most significant factors that affect the weight of assigned workload, such as class size, new/alternative/short-notice preparation, or level of TA support. This is a serious inadequacy in the current structure of the WLPP. In UTFA’s view, it is reasonable and necessary to require that units expressly turn their minds to – and expressly address in their written workload policies - specific factors that are widely understood to impact on teaching and service workload.
100. For clarity, UTFA’s proposal does not prescribe the degree or extent to which each factor should be given weight in the assignment of workload. Rather, UTFA’s proposal only requires the unit to turn its mind to each of factors (a) to (h), and to communicate to the members of the unit, through their unit workload policy, whatever conclusion it has come to about the extent to which each factor will impact on the assignment of workload.
101. The fundamental premise of the WLPP’s approach to regulating workload is that members should be able to ensure that their workloads are fair, reasonable and equitably distributed if (a) there are clear norms set out in unit workload policies, and (b) workload assignments are written down, available for review, and sufficiently detailed so that they can be compared to the workloads of other members in the unit. While this premise remains sound, the current WLPP falls short of its stated and important goals for two major reasons:
  - a. First, the vast majority of unit workload policies do not address any of the factors that are known to most significantly impact teaching and service workload.

- b. Second, members' annual workload letters lack the detail required to allow for meaningful comparison.

102. We will address each of these points in turn.

**I. Unit workload policies generally do not address the factors known to most significantly impact teaching workloads**

103. The vast majority of unit workload policies at the UofT currently define workload norms in very general, broad terms without addressing any of the factors that most significantly impact the weight of assigned teaching and service responsibilities.

104. Notably, Article 4.2 of the WLPP already describes a number of factors which are "relevant" to establishing the normal teaching load in the unit. Specifically:

4.2 **Teaching considerations.** 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;
- Level and/or hours of teaching assistant support;
- 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.
105. However, nothing in the WLPP requires units to consider or explain in their unit workload policies *how* these factors might affect the weight of work assigned to its members. Indeed, in UTFA’s experience the majority of unit workload policies do not describe how the factors in Article 4.2 should be weighed in considering workload overall.
106. For example, currently most unit workload policies define normal teaching loads as ‘X’ number of half courses per year (e.g. “2.0 FCEs per year” for tenure stream faculty), without reference to the factors that significantly impact on the amount of work involved in teaching each course, such as class size, mode of delivery, whether the course is a “new prep” or a course the member has taught before, TA supports available, etc. It is self-evident, however, that a member teaching 4 courses of 0.5 FCE each, with 300 students in each course, will have a considerably heavier workload (assuming no TA support) than a member teaching 4 courses of 0.5 FCE each, with 30 students in each course. Both faculty members carry a “normal teaching load” of 2.0 FCEs, yet the effort required to teach a course increases with the number of students. It would clearly be unreasonable and inequitable to treat these as comparable workloads. Further, as explained below at paragraph 154, the lack of guidance on how the most significant factors affecting the weight of workload particularly negatively impacts Teaching Stream faculty because they are routinely assigned the largest courses and the most “new preps.”
107. UTFA’s submission is that unit workload policies must include sufficient detail in order to be meaningful. This means that, at a minimum, unit workload policies must take into account the most significant factors that affect the weight of workload and must explain, in a transparent way, how those factors matter. In other words, it should be clear that teaching a course with 300 students is more work than teaching a course with 30 students. Similar considerations apply with respect to other factors affecting workload, including TA support, mode of delivery, new course preparation, etc.

108. UTFA's proposal is therefore that units should be required to consider—in an express and transparent manner—the most significant factors that affect workload.
109. Notably, some units at the University have already chosen to include details in their unit workload policies about how certain factors affecting the weight of assigned courses should be taken into account. For example, the unit workload policy of the Department of Materials Science & Engineering ("MSE") establishes a point system whereby some courses with large class sizes or that have a lab component are given more weight than regular courses. Similarly, the MSE workload policy assigns less weight to courses that involve less work, such as 2-hour lecture courses and graduate courses. The MSE workload policy and other policies that include details about factors affecting the weight of assigned work are included at **TAB 26**.
110. Again, UTFA is not proposing to dictate *how* these factors should be taken into account by units in their unit workload policies; rather, UTFA's proposal is only to require that units *consider* these factors and incorporate them into their workload norms as the units deem appropriate.

## **II. Annual workload letters lack detail required for meaningful comparison**

111. With respect to individual workload assignments, annual workload letters generally lack sufficient detail for members to meaningfully compare their own workload to the workloads of other members in the same unit.
112. Using the same example above at paragraph 106, the two members—one teaching an aggregate of 120 students and the other teaching an aggregate of 1200 students—would both have received workload assignment letters listing "4 half courses". Relying on the documentation, the member with 1200 students would have difficulty either identifying, or demonstrating, that they carry a significantly heavier workload than their colleague because both workload assignment letters list the same number of courses and both seemingly indicate that the member is carrying a "normal" workload.
113. The lack of detail in individual workload assignment letters means that members cannot discern when their workloads exceed unit norms and cannot compare their workloads to the workloads of their peers. The lack of detail also makes it impossible to ascertain whether comparable work has been given comparable weight. UTFA's proposal 1I, discussed below, addresses this gap in the WLPP.
114. In UTFA's submission, transparency is a necessity to achieve equity in workload.

## **III. The Specific Factors to be Considered in the Unit Workload Policy**

115. UTFA's proposal does not require Unit Workload Policies to consider and address all of the factors that affect workload as currently described in Article 4.2 "Teaching Considerations". Rather, UTFA has identified a subset of the most significant factors impacting on workload, and which should be addressed in the Unit Workload Policy in order for such policies to be meaningful.

Factors (a) and (g)

116. Factors (a) ("mode of delivery") and (g) ("new or alternative mode or short notice of course preparation") are already recognized as relevant factors to teaching workload under Article 4.2 of the WLPP.
117. Apart from the demands of online teaching, which requires additional effort at all stages (designing and creating content for the course, delivering the course itself, and conducting assessment/evaluation of students), in some units, such as Faculty of Dentistry, Faculty of Pharmacy and some units in Science, the effort required to deliver a course can vary greatly depending on the mode of delivery. For example, a course with lectures and multiple labs will generally require significantly more effort to deliver than a lecture-only course.

Factors (d) and (f)

118. Factors (d) ("class size") and (f) ("expected total number of students in all of a member's courses") are also already recognized as relevant factors to teaching workload in Article 4.2 of the WLPP.
119. The effort required to teach a course usually increases with the number of students. For example, the number of student inquiries and office hour visits, the number of student emails, the number of accommodation requests, the number of assignments/exams to grade, and the number of academic integrity issues, all increase proportionate to the number of students.
120. Large classes also change the way courses are taught and can result in greater complexity in design, preparation and delivery in order to engage the large number of students, and to coordinate among instructors or TAs.
121. For example, one member expressed extreme concern to UTFA about the increased workload involved in moving their course online because of its large size. The course had 13 sections of 150 to 250 students each, and 90 tutorial sections of 30 students each. The member noted that they had already invested three years in overhauling the design of the course prior to the pandemic, and would now be required to entirely reconceive this large course for online delivery.
122. Another member wrote to UTFA as follows:

- This semester I have approximately 1500 students in three undergraduate courses, one undergraduate research course, and one grad course. The number of issues and queries from students is absolutely out of control. Telling faculty to deal directly with students regarding all of the uncertainty, petitions, problems, etc. is fine for someone who has 40, 60, or 100 students; with 1500 students it becomes rather less manageable.

123. Not surprisingly, class size has been identified by an overwhelming majority of UTFAs's membership as being highly relevant to their workload.

Factor (b)

124. UTFAs's proposal 1B is to include this factor ("level and/or hours of technical and pedagogical support for on-line teaching") in Article 4.2 of the WLPP.

125. For the same reasons, UTFAs also proposes that unit workload policies be required to address this factor.

Factor (c)

126. Librarians require adequate support with technology in order to fulfil their responsibilities. With respect to online teaching and research, librarians fulfil an essential role by providing instructors and students with access to the information they need for course work and research. To perform this responsibility at the high standard expected of them, librarians must be intimately familiar with all of the different software programs used by instructors and critically understand them as information systems. This is necessary for librarians to ensure that the access to information that they provide meets the needs of instructors and students and complies with all applicable copyright permissions and restrictions. In the online environment, this can be many times more complex: when new information technologies are introduced, new dimensions of complexity are added and the quantity of information that librarians must master becomes larger.

127. The *Librarian Workload Policy* (**TAB 27**) currently does not take into account the level or hours of technical support that librarians receive for their professional practice.

128. When this support is inadequate, there can be a significant impact on workload.

Factor (e)

129. The parties agreed to add this factor ("level and/or hours of TA support") to Article 4.2 of the WLPP during the last round of negotiations.

130. The level and/or hours of TA support that a member receives can have a significant impact on workload. For example, a member with 45 students and no

TA will face a heavier teaching burden than a member with an enrolment of 51 students and a TA.

131. This factor has been identified by an overwhelming majority of UTFA's membership as being highly relevant to their workload.

## H. Equitable Course Release

### PROPOSAL

#### UTFA Proposal:

**Add a new clause to Article 1.2 to the WLPP to provide for equitable course release and course credit for service and teaching in excess of unit norms:**

***Assignment of individual workload based on the principle that comparable work will be weighed in the same manner, and teaching/service release(s) will be granted equitably within units.***

### RATIONALE

132. UTFA has received numerous inquiries from members with concerns about their entitlement to teaching/service release when asked to take on additional administrative or teaching duties.
133. In most cases, members are required to individually negotiate teaching/service release with their unit heads and the result may vary significantly between members. This violates the principle that comparable work should be weighed in the same manner. Moreover, in some cases, members have expressed that they felt pressured into accepting additional administrative and/or teaching duties without adequate release time because they lack the security of tenure or continuing status. Teaching/service release should be granted on the basis of transparent and consistent criteria to minimize subjectivity, favouritism, unconscious bias and/or discrimination.
134. The current practice is opaque, variable and inconsistent. In units where unit workload policies are silent with respect to course release/credit, unit heads give course releases/credits on a discretionary basis and do not disclose these course releases/credits to other members in the unit. As a result, a member assigned to an administrative role this year may receive different course release/credit than the member assigned to that role the previous year. Such untransparent processes disproportionately disadvantage members who are most vulnerable and who, because of their vulnerability, have fewer options when pressure is applied on them to accept additional administrative or teaching duties without corresponding release.
135. Article 1.2 of the WLPP already requires “A fair, reasonable, and equitable distribution of workload”. An equitable distribution of workload inherently requires an equitable distribution of releases (which are allocated in recognition of increased workload). The WLPP should be amended to make clear that the



principle of equity equally applies to the granting of releases as it does to the assignment of work.

## I. Annual Workload Documents

### PROPOSAL

#### UTFA Proposal:

**In order to enhance transparency and the equitable distribution of workload within a Unit, add a new Article 3.X to the WLPP as follows:**

***3.X Each Unit shall prepare, on an annual basis, a Unit Workload Document setting out:***

***(i) the assigned teaching and assigned service workload for each member in the Unit;***

***(ii) for each course that a member teaches, the assigned teaching credit, the mode of delivery, the class size, and level and/or hours of TA support; and***

***(iii) for each member, the number, if any, of teaching releases.***

***The Unit Workload Document will be provided to all members of the Unit and to UTFA by June 30<sup>th</sup> of each year.***

### RATIONALE

136. As explained in relation to Proposal 1G above, the fundamental premise of the WLPP is that members cannot ensure that their workloads are fair, reasonable or equitably distributed unless (a) there are clear norms set out in unit workload policies, and (b) their workloads are written down, available for review, and sufficiently detailed so that they can be compared to the workloads of other members in the unit. Without this level of transparency, members also cannot ensure compliance with the principle that comparable work should be weighed in the same manner.

137. With respect to written workload assignments, Article 2.16 of the WLPP states:

Each member will be provided with a written assignment of their workload duties on an annual basis that includes the member's percentage appointment and details of teaching and service or, in the case of librarians, professional practice and service, by no later than June 30th. Where an individual member's assignment is materially different from the unit's workload norms, standards or ranges, the variation and the reason for it should be identified in the individual member's written assignment of workload, subject to any accommodation agreements. 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. Provided it is technologically practical to do so, the University and UTFA will discuss in Joint Committee and endeavour to agree on copies being posted on a unit internet site or other password-protected website, accessible to UTFA and its members in the applicable unit, subject to any confidential accommodation agreements, with a target implementation date of January 1, 2020.

138. Although Article 2.16 requires that written workload assignments include “details” of teaching and service, the WLPP does not prescribe what those “details” must include. As a result, and as already described, in most units workload assignment letters consist of only a list of assigned courses and a list of assigned committees. In some cases, workload assignment letters indicate that additional duties may be assigned at a later date. These duties may never be documented.
139. This lack of detail in workload assignment letters renders them almost meaningless; without details like class size, mode of delivery, the support available, etc., members cannot meaningfully compare their workload to the workload of other members.
140. UTFA therefore proposes that each unit should prepare a “Unit Workload Document” that sets out assigned teaching and service loads for that academic year, and that includes information about the most significant factors affecting teaching – class size, mode of delivery, level and/or hours of TA support – and information about how courses are credited.
141. UTFA also proposes that the “Unit Workload Document” include information about the number of course releases each faculty member in the unit is receiving. This is to facilitate a meaningful comparison of workloads.
142. The June 30 deadline in UTFA’s proposal is important because the “Unit Workload Document” will provide members with access to information they need in order to make decisions about whether to file a workload complaint, which, pursuant to Article 9.1 of the WLPP, must be within 20 working days of the date members know (or reasonably ought to know) of their workload assignments. The June 30 deadline would help ensure that members have the information they need in time to utilize the dispute resolution process under the WLPP.
143. Moreover, many members will be reluctant to request to review the individual workload letters of other colleagues, which may appear to be uncollegial or a sign of complaint. In contrast, UTFA’s proposal is that the Unit Workload Document should be proactively sent out to all members of the unit on an annual basis, and not only on the basis of complaint.
144. The provision of annual unit-wide workload letters is a common practice at other universities:

University	CA Provision
Brock	<p><b>Article 24.05 Annual Workload Plan (AWP)</b></p> <p>a. Each Department will prepare, approve and submit to the Dean by March 1 each year an AWP that describes the specific ways in which the Department/Centre, in accordance with its NWS and the terms of this Article, will meet its obligations to teaching, research/scholarly/creative activities, and service including administrative load in the next academic year.</p> <p>b. Individual members may make contributions different from the NWS. Taking these differences into account, the Department/Centre will consider the following for the upcoming year:</p> <p>i. graduate and undergraduate courses to be taught by the Department/Centre, course enrolments for these courses, and the instructors to be assigned to these courses;</p> <p>ii. graduate and undergraduate thesis, project, practicum, and other independent study students to be supervised;</p> <p>iii. teaching resources available within the Department/Centre including: the number of full-time faculty available; any limited term appointments to be made, if relevant; the part-time teaching budget of the Department/Centre, including the number of Graduate Teaching Assistants available; and any arrangements made under the provisions of this Agreement that change responsibilities of full-time faculty members in the area of teaching;</p> <p>iv. research, scholarly, and creative activities to be undertaken within the Department/Centre (Article 24.02 (b));</p> <p><b>Art. 24.07 Approval of AWP</b></p> <p>a. The AWP shall be reviewed annually by the Department/Centre, and either be approved in its existing form or modified and approved in its new</p>

	<p>form. The AWP shall be ratified by a majority vote of all full-time faculty members of the Department/Centre. The Department/Centre shall provide the Dean with a copy of the approved AWP with any changes noted no later than March 1 of each year. The AWP may be updated by the same procedure on December 1 of the same year</p> <p>v. service and administrative responsibilities to be undertaken by members of the Department/Centre (Article 24.02 (c)).</p> <p>When preparing the AWP, the Department/Centre shall include reference to the specific teaching and known service responsibilities of individual faculty members, as well as any extraordinary research, scholarly, and creative activities of faculty members that have influenced the AWP.</p> <p>The supervision of students registered for a thesis, a project, or independent study cannot be assigned without the member's consent. Scheduled teaching loads greater than two (2) full courses cannot be assigned without the member's consent, except where imposed by the terms of Article 24.03(d).</p>
Guelph	<p>Art. 18.20: ...A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This schedule shall include, for each course, the instructor, estimated enrolment, teaching assistant support, and the current DOE of each Member...</p>
Laurentian	<p>5.40.1 The academic workload shall be assigned in a fair and equitable manner. To help ensure this goal, each Member of a Department/School shall receive a copy of the Chair's/Director's recommendations to the Dean/University Librarian on the Member's own workload and a summary of the recommendations on all other Members in the Department/School, including any recommendations for overloads,</p>

	<p>prior to the recommendations being forwarded to the Dean/University Librarian. Each Member shall receive by April 1 a copy of the Dean's/University Librarian's decision on these recommendations.</p>
Trent	<p>Art. VIII.5.1: To facilitate transparency, the Department Chair shall make available a list of teaching and service duties assigned for the current academic year. This list shall include each faculty member's graduate teaching and supervision, where known, on-load summer teaching, as well as the known (or projected) enrolments for each undergraduate course, and shall be made available to members of the Department normally no later than April 15.</p> <p>Art. VIII.5.2: Members shall have the right to request reconsideration of their teaching and departmental responsibilities on the basis of VIII.3 to their Department Chair during the two-week period immediately following the receipt of the revised staffing plan from the department chair and no later than May 15<sup>th</sup>.</p>
Western	<p>Workload, Art. 10</p> <p>At the end of each Academic Year the Dean or designate shall provide a dated report to the Members of the Unit listing the courses, or fractions thereof, actually taught by each Member and non-Member, type of Appointment of the Member or non-Member together with the enrolments in these courses, the number of graduate students for whom each Member serves as a chief advisor or supervisor, or in some other capacity involving significant commitment of time, and the existence of any Alternative Workload arrangements applying to Members of the Unit. An electronic copy of this annual report shall be sent to the Association by the Employer by December 31 following the end of the Academic Year.</p>

York	<p>Article 18.08.1: The teaching load of each member of the unit and the unit as a whole shall be made available annually to each member of that unit by 15 March of the year in which the teaching loads are applicable. The 15 March reports should be structured as follows:</p> <p>(i) full-time faculty members (including CLAs and SRCs) should be listed alphabetically with the courses they are teaching in the current year (i.e., by 15 March 2010, courses taught in Summer 2009 and Fall/Winter 2009-10 should be listed);</p> <p>(ii) where the teaching assigned to a faculty member in a given year is different from the unit's normal load, an explanatory note should be added, specifying the amount of difference attributable to a particular cause, including changes arising from Article 18.11</p> <p>[Note: Arti. 18.11 relates to exceptional increases or decreases in a member's teaching load or service commitments on account of the member's research/scholarly/creative and service contributions].</p>
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## J. Distribution of Effort in Unit Workload Policies and Workload Letters

### PROPOSAL

#### UTFA Proposal:

**Amend Article 2.0 of the WLPP to ensure Unit Workload Policies quantify the distribution of effort in a normal workload in percentages for faculty (e.g. 40/40/20; 60/20/20) and librarians.**

**Amend Article 2.17 of the WLPP to require workload letters to include a members' distribution of effort and additional details regarding teaching and service assignments.**

### RATIONALE

145. University policy recognizes that there are three principal components of a faculty member's appointment. As the PTR section of the Administration's *Academic Administrative Procedures Manual* ("AAPM") recognizes, for example: The PTR scheme allows each unit to determine the balance amongst the **three principal components** of a faculty member's activities, teaching, research and service" (emphasis added).<sup>32</sup> The WLPP similarly provides: "individual units shall determine the balance amongst the **three principal components** of a faculty member's activities: teaching, research, and service" (emphasis added). All faculty appointments, whether in the Tenure Stream or Teaching Stream, consist of these same three principal components.
146. It is important to recognize that the Teaching Stream is a full partner in the scholarly and intellectual functions of the University of Toronto. Over the last twenty years, the status of the Teaching Stream as a scholarly stream has been confirmed and strengthened. In 2003, as outlined in the University's *Policy and Procedures on Academic Appointments* (the "PPAA"),<sup>33</sup> Lecturers were assessed on "scholarship as evidenced in teaching and related professional activities."<sup>34</sup> Since then, and in particular in the last 5-10 years, there has been a growing recognition of the value of a scholarly Teaching Stream. This has included:
- An Association grievance in 2008-09 which resulted in an explicit recognition of the right of Teaching Stream faculty to engage in and be

<sup>32</sup> The PTR section of the AAPM is accessible [here](#).

<sup>33</sup> The PPAA is accessible [here](#).

<sup>34</sup> The PPAA, in section 30, subsection vii, states: "[a] positive recommendation [for promotion to senior lecturer] will require the judgment of excellence in teaching and evidence of *continued* future pedagogical/professional development" (emphasis added).



credited for discipline-based scholarship, and not only pedagogical scholarship;

- The adoption of professorial titles for Teaching Stream faculty in 2015;
- The normalization of the PhD, or equivalent, as the qualification for appointment;
- The revision in 2015 of the *PPAA* affirming that to obtain continuing status, Teaching Stream faculty are required to engage in scholarship: “evidence of demonstrated and continuing future pedagogical/professional development”; and
- The recognition of the rank of full Professor, Teaching Stream in 2015.

147. In particular, it is significant that the policies governing the conferral of continuing status and promotion to Professor, Teaching Stream (the *Policies and Procedures on Academic Appointments* and the *Policies and Procedures on Promotion in the Teaching Stream*, respectively), both require that Teaching Stream faculty engage in scholarship. In other words, a Teaching Stream faculty member will not have their contract renewed or be given permanent employment status, or advance further in their career, if they do not engage in a meaningful way in scholarly activities. Furthermore, these policies specifically define scholarship to include pedagogical/professional development, creative professional activities, and/or discipline-based scholarship in relation to, or relevant to, the field in which the faculty member teaches.

148. Importantly, the three activities or responsibilities comprising workload - teaching, research and service – are referred to as the “three principal components” which means that each activity is both *principal* (i.e. first in order of importance or main) and a *component* (i.e. a separate part). This is reflected in the PTR section of the AAPM, which requires that the three principal components of workload for Teaching Stream faculty be evaluated separately:

A separate weighting of teaching, pedagogical/professional development and service should be made for teaching-stream faculty. Teaching stream faculty members shall be evaluated on their pedagogical and/or discipline-based scholarship in relation to the field in which they teach and/or creative/professional activity that allows the faculty member to maintain a mastery of their subject area<sup>1</sup> and this evaluation will be appropriately weighted in the PTR assessment.<sup>35</sup>

149. The WLPP does not, however, establish transparent parameters for the three principal components of a faculty member’s expected “distribution of effort”

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<sup>35</sup> See the PTR section of the AAPM [here](#).

(“DOE”), or the general expectation about how they will allocate their effort across their three main areas of responsibility. Faculty members continually juggle their academic responsibilities to ensure that they are devoting an adequate level of emphasis to fulfill each of the *three* principal components for which they are responsible, but without a clear understanding of the expected distribution of effort expectations about teaching and research vary widely and make it difficult for faculty to gauge when they have met their obligations in one area and are justified in turning their attention to their other responsibilities.

150. Moreover, as a matter of fairness, it is only appropriate to communicate to members in advance, before they start the academic year, the relative distribution of responsibilities upon which they will ultimately be assessed. This is especially true for precarious early career faculty. Given the financial consequences resulting from PTR and tenure/continuing status decisions, clarity and transparency in workload has material and long-lasting consequences.
151. This failure to articulate a clear distribution of effort between the three principal components of workload is a serious gap in the regulations that govern the workload of faculty members. The WLPP’s commitment to the equitable distribution of workload and to giving comparable weight to comparable work cannot be enforced without greater transparency in members’ distribution of responsibilities between the three principal components of workload.
152. In the Tenure Stream, norms with respect to distribution of effort are generally deeply embedded in the University of Toronto culture (and in the university sector more broadly). For example—and as reflected in University policy—it is commonly understood that workload generally follows a “40/40/20” distribution of effort for Tenure Stream faculty. The PTR section of the AAPM, for instance, acknowledges the long-standing and widespread practice in the Tenure Stream of a 40/40/20 distribution of effort as follows:

Some units have employed a ten-point scheme as a model, based on **four points for teaching, four points for research and two for service**. This will be varied for those faculty who hold an appointment as Lecturer/Senior Lecturer (or Tutor/Senior Tutor) and for librarians whose assessment criteria will be different.

[Emphasis added.]

While the *PTR Policy* suggests that “some units” have employed a ten-point scale, to UTFA’s knowledge most, if not nearly all, units assessing PTR for Tenure Stream faculty members apply this 40/40/20 distribution of effort.

153. These norms, however, do not yet exist consistently across the University in the Teaching Stream. While in some units Teaching Stream faculty carry a 60/20/20 distribution of workload (with 60% teaching, 20% pedagogical/professional

development, 20% service), in other units the teaching load can be significantly higher—with considerable variation in teaching load across the University.

154. The absence of clearly articulated workload norms leads to varying types of problems, depending on the unit/department/chair:

- Some Teaching Stream faculty are misunderstood to be teaching-only, and are overloaded with courses. In some units, Teaching Stream faculty are assigned 200-300% of the normal teaching load for Tenure Stream faculty in the same unit.<sup>36</sup> Teaching Stream faculty members in these units are generally assigned an 80-20 distribution of effort, and directed to integrate pedagogical professional development/scholarship into their teaching time, leaving them without any protected time to carry out their research/scholarship/creative professional activity. Teaching Stream faculty have the right to dedicated time for research/scholarship/creative professional activity, independent of course development and teaching, as expressly recognized in Article 7.2 of the WLPP.<sup>37</sup>
- Other Teaching Stream faculty are held to overly high standards for research/scholarship/pedagogical and professional development—for example the expectation that they will publish peer-reviewed articles in high-ranking journals— but find that these standards are extremely challenging to meet because of the heavy teaching load they carry and the requirement that they meet the highest standard – excellence – in teaching. This is the experience of many recently hired Teaching Stream faculty who possess strong research credentials that they and their departments expect them to continue to develop. Notably, Tenure Stream faculty are not required to meet the standard of excellence in teaching: nearly all Tenure Stream faculty are awarded tenure based on excellence in research, in which case they need only demonstrate competence in teaching.

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<sup>36</sup> For example, the following units assign Teaching Stream faculty 200-300% of the normal teaching load of Tenure Stream faculty in the unit: Aerospace Studies, Astronomy and Astrophysics, Biomaterial & Biomedical Engineering, Chemical Engineering, Civil Engineering, Computer Science, Earth Sciences, Ecology & Evolutionary Biology, Economics, Geography and Planning, Mathematics, Mechanical and Industrial Engineering, Faculty of Music, Physics, UTM Computer Science, UTM Economics, UTM Mathematics.

<sup>37</sup> For ease of reference, Article 7.2 of the WLPP provides: “Scholarship refers to any combination of discipline-based scholarship in relation to or relevant to the field in which the faculty member teaches, the scholarship of teaching and learning, and creative/professional activities. Teaching stream faculty are entitled to reasonable time for pedagogical/professional development in determining workload as set out in paragraph 30(x)(b) of the PPAA\*. \*e.g. discipline-based scholarship in relation to, or relevant to, the field in which the faculty member teaches; participation at, and contributions to, academic conferences where sessions on pedagogical research and technique are prominent; teaching-related activity by the faculty member outside of his or her classroom functions and responsibilities; professional work that allows the faculty member to maintain a mastery of his or her subject area in accordance with appropriate divisional guidelines.”

- A third group of Teaching Stream faculty are assigned a nominally reasonable distribution of effort, for example an implicit 60-20-20, with the promise of dedicated time for scholarship. However, these faculty are routinely assigned the biggest and most demanding courses, the most time-consuming service assignments (without release), the most new teaching preparations, and/or extra summer responsibilities. As a result, their assigned six half-courses proportionately add up to significantly more than “1.5 times” the time and effort of the four half courses assigned to their Tenure Stream colleagues, far exceeding 60% of their total workload. At the same time, as mentioned above, Teaching Stream faculty are held to the highest standard – excellence – in teaching. This group finds that the principle that “comparable work will be weighed in the same manner”, promised by the WLPP, is unenforceable because individual faculty members are not clearly or explicitly told what their expected distribution of effort is, and cannot compare as against the distribution of effort of their Tenure Stream colleagues. The result is that even despite a formal recognition of 60-20-20 (or in some cases 70 teaching-10 scholarship-20 service) excessive teaching and service loads leave almost no time for scholarly work, and the workload overall is crushing.

155. Comments on UTFa’s 2020 survey of Teaching Stream faculty highlighted the lack of transparency in the expected distribution of effort and lack of transparency in the balance of those three areas when evaluating each of the three areas in PTR, and the lack of protected time for scholarship that results from a lack of transparency in the expected distribution of effort:

- “Time. I teach double a research professor. If they have 40/40/20 for teaching/research/service and I have 80/20 for teaching/service and do the same amount of service as a researcher...that research comes out of my own time.
- “There should be dedicated time for scholarship/research/CPA [i.e., creative professional activity]. The faculty does not recognize the 60/20/20 split for teaching stream appointments”.
- “Review of 80/20 workload distribution – correct this to make a consistent policy; i.e, support of research from supervisors should concur with official workload distribution for TS faculty”.
- “If “scholarship = research,” then that takes time. An explicit 60/20/20 breakdown of workload is essential, by lowering the teaching load to make space for faculty members to meaningfully engage in research endeavours. Anything else amounts to an expectation that people overwork in order to meet criteria for performance and promotion — clearly not a sustainable expectation!”

- “Time. My teaching and admin load consumes more than 80% of my work time. Scholarship is done on the side of the desk”.
  - “Our department's PTR letters continue to refer to an 80/20 split—or some other two-way teaching/service split that has been, in the past at least, unilaterally determined and communicated by the Chair after the fact. This representation of the distribution of effort is not in keeping with the three distinct areas of work that are recognized for the teaching stream at the University of Toronto, nor is it helpful or instructive for faculty members as they strive to plan their time and their career paths (especially in the continued absence of effective mentorship in these areas)”.
  - “Since 80% of time is committed to teaching, there is no time provided to scholarship/research. In order to conduct scholarship/research, this must be done on one's own time (if you have the energy after long teaching days)”.
  - “The perception that Teaching Stream faculty should be teaching more than non-Teaching Stream faculty, and as such that we should be working 80/20/20”.
  - “Time. At 80% teaching 20% service and 20% scholarship there is no time for scholarship. Being assessed at 60/20/20 means you have to find the time and give up other parts of yourself to fit it in”.
  - “[A priority should be] formalizing the 60/20/20 workload and encouraging a PTR process that reflects that” and “more REAL time allocated to research and scholarship”.
156. For part-time faculty, which are a significant proportion of the Teaching Stream, the problem is particularly acute. Part-time faculty express particular concern about heavy teaching loads that leave them almost no time for research/scholarship, causing more concern about their job security due to their precarious employment status:
- “I want to emphasize this point again: I don't have enough time to pursue research and pedagogy innovation as needed unless I overwork all the time. And, it has become a culture, a hidden rule of game in my unit that people are competing on who can sleep less and less. Very unhealthy and not sustainable.”
  - “Priority #2: Workload. Why? For the better part of 8 years there have been too many weeks I have worked 5-6 days/week although I am 0.75. This is due to the minute details that need to be attended to well before the course starts all the way through to after the end of each course....I am required to engage in scholarship development to even have a glimmer of hope to

move up to a full time position but the course/teaching and service workload has been so heavy, it has been almost impossible to engage in scholarly activities...”.

- “Work load is excessive for 50% appointment - no time for development and improvement of courses - worried about job security as most people in my department have been let go”.
- “Workload and job security. My part time status is temporary due to a health issues, but the ambiguity of what amount of work constitutes a % partial appointment compared with a full appointment creates on-going conflicts over workload, and makes me worry about my job security”.
- “Workload, especially as it relates to progress and career progression. Part-time people are often asked to do work that protects/relieves tenure and tenure-stream people (e.g. committee work, dealing with students), making it even harder for part-time people to get ahead on the metrics that count (e.g. grants and publications). Part-time people are moved from one course to another, which takes more time than having one consistent course over several years. Movement from part-time to tenure stream is very difficult without an extremely supportive and organized department Chair. Related to these issues are questions of increased student enrolments, with little to no additional support for part-time people. For example, we could have an additional 20 students in a course and there would be no additional time or resource allocated. Sometimes resources are cut because of "budget constraints".
- “Teaching workload exceeds appointment level and salary, with no time for research/creative professional activities. As a result, I am not able to receive proper merit pay”.
- “I teach as many courses as my tenured colleagues, and do as much (usually significantly more) research. And yet my job is described as "part-time" and valued at 58% of a "full-time" job. There is no reasonable justification for this”.
- “Research and CPA [i.e., creative professional activity] are recognized but often have to be done outside of paid work time. I essentially work full time on a part time salary”.

#### UTFA's 2017 Part-Time Appointments Survey

157. The persistent, significant concern with heavy, disproportionate, and inequitable teaching loads, and lack of protected time for research, make it plainly apparent that the *WLPP* is not fully equipped to accomplish what it was designed to do.

158. Notably, in the 2018 round of collective bargaining, which culminated in Arbitrator Kaplan's June 29, 2020 interest arbitration award, UTFA similarly proposed that individual workload letters include "the proportion of the member's overall responsibilities the member is expected to undertake relating to each of teaching and service" – i.e., an explicit articulation of a member's distribution of effort. As stated, Arbitrator Kaplan declined to award UTFA's proposal. In rejecting UTFA's proposal, he emphasized that "the workload of faculty and librarians is inherently fluid and cannot be rigidly quantified or measured according to units of time." He also characterized UTFA's proposal as a "major" change.
159. Respectfully, requiring that members be advised of their expected distribution of effort is not a "major" change, it does not amount to a "rigid workload formula", nor it does it in any way interfere with the inherently fluid nature of members' work. On the contrary, describing a member's workload in distribution of effort ("DOE") terms is already a wide-spread, common practice within the University.
160. For example, many units already include references to the relative weight in the division of a faculty member's work in their PTR instructions. In other words, the units themselves understand and expect that the weight attributable to teaching, research/scholarship, and service can be articulated or quantified in some respect, and that this can be communicated to faculty members in order to guide their professional activities. In addition, some units have developed PTR evaluation rubrics that establish very specific details with respect to the quantum of points to be assigned for each type of activity, taking into account the time commitment required by a faculty member for each type of activity.
161. More generally, expressly articulating members' distribution of effort is a widely accepted practice in the university sector. Indeed, distribution of effort is one of the most common formulations of workload expectations in the sector. For example, the collective agreements for the following universities establish a default 40/40/20 DOE for bargaining unit members: Brock, Guelph, Laurentian, UOIT, OCAD, Waterloo, McMaster, Huron. See the relevant provisions set out at **TAB 28**.
162. Likewise, several universities establish certain parameters regarding members' DOE and/or require that members be expressly advised of their expected DOE, whether through individual appointment letters or unit policy. For example:
  - *Waterloo:*

The overall rating (R) for each member shall be computed as the weighted average of the individual's ratings in teaching, scholarship and service for the year(s) being reviewed...The weight for each area shall be as specified in the member's letter of appointment. In the absence of specified weights for professorial positions, the normal weights shall be 40 percent for teaching, 40 percent for scholarship, and 20 percent for service; for lecturer

positions, the normal weights shall be 80 percent for teaching and 20 percent for service. Weights and duties may be adjusted in a formal agreement between the member and the chair (with the approval of the Dean): Article 13.5.5(a).

The weights shall be at least 20 percent in every category, except in the case of lecturer appointments. The weight redistribution does not modify the performance quality expected in any of the three areas, though expectations for quantity will change: Article 13.5.5(b).

The Chair shall inform the member in writing of her/his final individual and overall ratings and shall provide an opportunity for the member to discuss her/his performance evaluation: Article 13.5.8.

- *Western:*

Article 1.1: Subject to the provisions of Clause 2 of the *Article Alternative Workload*, the Normal Workload, as defined in this Article, of Probationary or Tenured Members shall balance Teaching, Research and Service such that the commitment of activity in each of Teaching and Research shall be approximately equal and each shall be greater than in the area of Service.”

- *Guelph:*

Article 18.11: A [Distribution of Effort] DOE for each Member shall be defined in his/her Letter of Appointment and as mutually negotiated in any subsequent agreements documented in the Member’s Official File. The DOE defines the relative effort with respect to activities undertaken in fulfillment of his/her academic responsibilities in the areas of Teaching, Scholarship and Service.

Article 18.12: The DOE shall be the basis for the assignment of duties. The translation of DOE percentages into Teaching and Service assignments, while it may vary from Department to Department, must be clearly delineated for the Members of each Department. DOE may only be modified through negotiation and agreement of the Dean and the Member.

Article 18.13: Unless otherwise agreed to in writing by the Dean and the Faculty Member, the default DOE shall be forty percent (40%) teaching, forty percent (40%) Scholarship, and twenty percent (20%) Service.”

- *Northern Ontario School of Medicine:*

A. Teaching Faculty (i) The workload of a Member shall normally balance teaching, research and service such that the commitment of activity in each of teaching and research shall be approximately equal and each shall be greater than in the area of service.



- *Victoria:*

Standards for Faculty Members in Academic Units:

Each Academic Unit must have a written Standard for the Distribution of Duties and Responsibilities of Faculty Members (hereafter, the “Standard”), and must review the Standard, and amend it as required, within six months of every renegotiation of this Agreement to ensure that the academic objectives and mandate of the unit are achieved.

Article 27.2: The Standard will describe the norm for Faculty Members holding tenured, tenure-track, Assistant Teaching Professor, Associate Teaching Professor, Artist-in-Residence and Limited-Term appointments.

163. The problem is that, at the University of Toronto, it is often *only* Tenure Stream faculty who have the relative weighting of their responsibilities clearly and consistently articulated, either through an explicit or assumed 40/40/20 DOE.
164. In UTFA’s experience, the problem of lack of transparency in workload becomes more acute the less well it aligns with that of a typical faculty member’s appointment in the Tenure Stream. For those faculty members whose appointments most closely reflect the “norm”, i.e. full-time tenured faculty members without extra administrative responsibilities whose workload reflects a typical 40/40/20 distribution, the expected distribution of workload may be broadly understood because of the deeply ingrained norms that exist within the Tenure Stream at the University of Toronto (and more broadly within the university sector). These members are much less likely to need to rely upon the *WLPP* to assist them in understanding or regulating the expected distribution of emphasis within their workloads.
165. However, a sizable proportion of UTFA faculty members do not fall within this normative model. As of the Fall of 2020, while approximately 2138 of the faculty members working at the University of Toronto were Tenure Stream faculty (62 of whom were part-time and the remainder of whom were full-time), around 800 faculty fell into other streams, including approximately:
  - 475 full-time Teaching Stream (253 of whom, or 53.3%, identify as female or “X”);
  - 244 part-time Teaching Stream (149 of whom, or 61.1%, identify as female or “X”);
  - 79 CLTAs (36 of whom, or 45.6% identify as female).
166. Notably, the Tenure Stream continues to be significantly male-dominated—approximately 63% male—whereas the other streams are more highly feminized.

167. Given that a 40/40/20 distribution of effort for the Tenure Stream is already a deeply embedded norm within the University so much so that is it reflected in University policy – and given that specifying members’ DOE is common more generally within the university sector - clearly outlining in the WLPP the default DOE for faculty members in *all* streams should be uncontroversial. Notably, for Librarians, a normative DOE has been included in the *Librarian Workload Policy (Tab 27)* since 2012. This further underscores the fact that, at the UofT, clearly outlining a default DOE would not constitute a major change.
168. Embedding these norms into the WLPP is important. Members’ ability to know their assigned distribution of effort is critical information to ensure the equitable distribution of workload. And the WLPP is where many members, particularly the most precarious members and members whose workload does not neatly align with the workload of a typical Tenure Stream member, look to understand the parameters governing their workload and to assess whether their workload is reasonable and fair, especially when compared with their colleagues’. Outlining DOE norms for all streams in the WLPP – and in individual workload letters – is therefore necessary to ensure clarity and transparency in workload and to equip members with the information they need to assess and – where appropriate – challenge unreasonable and/or inequitable work assignments. This will, in turn, go some distance to helping members address pressing and longstanding concerns regarding overwork and inequitable distribution of work.
169. Without this clarity, the WLPP’s promises of reasonableness, equity and transparency in workload and that equal credit will be given for equal work will too often ring hollow.

## K. Teaching Stream Course Load

### PROPOSAL

#### UTFA Proposal:

Add a new Article 7.X to limit Teaching Stream teaching load relative to Tenure Stream teaching load within a unit to not more than 150%.

### RATIONALE

170. UTFA's proposal is designed to address the Association's long-standing concern that—as already discussed in relation to Proposal 1J above—Teaching Stream faculty members in some units carry too heavy a teaching load.
171. Notably, UTFA's proposal in this round of bargaining is distinct from that proposed before Arbitrator Kaplan in 2020. In 2020, UTFA proposed that Article 7.2 of the WLPP be amended to require that “scholarship and/or pedagogical/professional development account for no less than the service component of a Teaching Stream faculty member's workload”. In this round, UTFA proposes instead that the teaching load of Teaching Stream faculty be limited to no more than 150% of their Tenure Stream unit counterparts. While both proposals aim to establish reasonable parameters on teaching stream workload, unlike UTFA's 2020 proposal, UTFA's current proposal is not prescriptive. Embedded in the proposal is a recognition of the inevitable variations between units and across campuses. That is, UTFA is not proposing a rigid, uniform FCE cap on the number of courses a teaching stream faculty member can teach (e.g., six half courses) -- those decisions continue to be left up to individual units. UTFA's proposal would simply ensure some internal proportionality and equity in teaching load as between Tenure Stream and Teaching Stream faculty members within the same unit.
172. Indeed, UTFA's current proposal is in some ways analogous to the recently amended Article 9.1 of the WLPP, a provision the parties agreed to in the last round of bargaining, and which provides that “*the teaching load of a CLTA faculty member shall be no more than that of a comparably situated member in the same continuing track (i.e. Tenure Stream or Teaching Stream)*”. Both the new Article 9.1 of the WLPP, and UTFA's current proposal, strike a balance between recognizing the diversity and autonomy of units while also establishing some proportionality and equity in workload between members within the same unit.
173. More generally, very similar limits on teaching stream teaching load exist at other Ontario universities. For example, both Trent and Carleton impose limits on teaching load for Teaching Stream faculty relative to non-Teaching Stream faculty:

- Trent, Art. III.2.3.2.2: “Duties and responsibilities expected of all teaching-intensive appointees shall be as set out in VII.1.1 except that teaching-intensive appointees shall generally be assigned a teaching load of 150% of their department’s general faculty members’ normal teaching load annually.”
- Carleton, Art. 13.4(b)(i): “Subject to the Memorandum of Agreement signed by the parties on December 11, 2003 these Instructor employees [i.e., instructors without individual job descriptions] shall not teach more than three and one half (3.5) credits or the equivalent of one-and-one-half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period...”

### ***The Problem of Unregulated Teaching Load for Teaching Stream Faculty***

174. Article 7.4 of the WLPP provides that the amount of service for both Tenure and Teaching Stream faculty will be generally the same. A faculty member’s remaining time is divided between teaching and scholarship. Given that the normative distribution of effort in the Tenure Stream is 40/40/20, with 20% of a Tenure Stream faculty member’s effort allocated to service, this means that Teaching Stream faculty members are also expected to allocate approximately 20% of their effort to service.
175. However, while Article 7.2 of the *WLPP* entitles Teaching Stream faculty to “reasonable time” for scholarship, it fails to establish sufficiently clear or robust parameters for protected time for scholarly activities.
176. As reflected above, the results of UTFA’s 2020 Teaching Stream Faculty Survey identified lack of time as the main impediment for Teaching Stream faculty to engage in scholarly activities. For many, the number of courses they are expected to teach - and the lack of time for scholarly activities built into their workload responsibilities - means that they must pursue their research or scholarly interests on their own time.
177. In order to ensure that Teaching Stream members have sufficient time in their appointments to engage in scholarly activities, UTFA proposes that Teaching Stream teaching loads be capped at 50% more than Tenure Stream faculty (i.e. 150% of the Tenure Stream teaching load).
178. This is in fact already the case in some units across the University. As set out below, a number of units have established that the normal teaching load for Tenure Stream faculty is 4.0 FCE, while the normal teaching load for Teaching Stream faculty is 6.0 FCE.

179. The following are examples of units that have set the normal course load for Teaching Stream faculty at 150% (or less) of the normal course load for Tenure Stream faculty:

Full Course Equivalent (FCE) Ratios, Teaching Stream: Tenure Stream

Centre for Aboriginal Initiatives (3.0:2.0)

Anthropology, FAS (3.0:2.0)

Applied Psych. & Human Development, OISE (3.0:2.0)

Cinema Studies, FAS (3.0:2.0)

Curriculum, Teaching, and Learning, OISE (3.0:2.0)

French, FAS (3.5:2.5)

French and Linguistics, UTSC (3.0:2.0)

Germanic Language and Literature, FAS (3.5:2.5)

Italian Studies, FAS (3.5:2.5)

Leadership, Higher, and Adult Education, OISE (3.0:2.0)

Linguistics, FAS (3.0:2.0)

Centre for the Study of Religion, FAS (3.0:2.0)

Social Justice Education, OISE (3.0:2.0)

Women Studies and Gender Studies (3.0:2.0)

See **TAB 29** for a selection of these policies.

180. However, and as described in relation to Proposal 1J, Teaching Stream faculty cannot rely on well established norms for distribution of effort, and in many units across the University, Teaching Stream faculty teach course loads well in excess of their Tenure Stream colleagues, including as much as 300% of a Tenure Stream faculty member's course load. Such crushing teaching loads are plainly excessive and unreasonable and should not be permitted.

**Units where Teaching Stream faculty teach 200% or more of the course load taught by Tenure Stream faculty**

**FCE Ratios, Teaching Stream: Tenure Stream**

Aerospace Studies	(3.0:1.5)
Astronomy and Astrophysics	(3.0:1.5)
Biomaterial & Biomedical Engineering	(3.0:1.5)
Chemical Engineering	(3.0:1.5)
Civil Engineering	(3.0:1.5)
Computer Science	(3.0:1.0) [Teaching Stream teach 300% of a Tenure Stream load]
Earth Sciences	(3.0:1.5)
Ecology & Evolutionary Biology	(2.5:1.0)
Economics	(4.0:2.0)
Geography and Planning	(3.0:1.5)
Mathematics	(3.5:1.5) [Teaching Stream teach 233% of a Tenure Stream load]
Mechanical and Industrial Engineering	(3.0:1.5)
Faculty of Music	(3.0:1.5)
Physics	(3.0:1.5)
UTM Computer Science	(3.0:1.25)
UTM Economics	(4.0:2.0)
UTM Mathematics	(3.5:1.25) [Teaching Stream teach 280% of a Tenure Stream load]

**Units where Teaching Stream faculty teach 167% - 175% of the course load taught by Tenure Stream faculty**

**FCE Ratios, Teaching Stream: Tenure Stream**

Criminology and Sociolegal Studies	(3.5:2.0)
Electrical and Computer Engineering	(2.5:1.5)
English	(3.5:2.0)
History	(3.0-3.5:2.0)

Industrial Relations and Human Resources	(3.5:2.0)
Centre for Medieval Studies	(3.5:2.0)
Materials Science and Engineering	(2.5:1.5)
Munk School of Global Affairs	(3.5:2.0)
Near and Middle Eastern Civilizations	(3.5:2.0)
Philosophy	(3.5:2.0)
Political Science	(3.5:2.0)
Public Policy and Governance	(3.5:2.0)
Faculty of Social Work	(3.5:2.0)
Sociology	(3.5:2.0)
Statistics	(3.0:1.63)
UTM English & Drama	(3.5:2.0)
UTM Sociology	(3.5:2.0)
UTM Visual Studies	(3.5:2.0)
UTSC Centre for Critical Development	(3.5:2.0)
UTSC English	(3.5:2.0)
UTSC Management	(3.5:2.0)
UTSC Philosophy	(3.5:2.0)

181. Again, if in a particular unit a course load of 1.5 FCE is understood to comprise 40% of a Tenure Stream faculty member's workload, it is untenable that a Teaching Stream faculty member in that same unit can reasonably be asked to carry a 3.0 FCE teaching load **and** 20% service **and** have "reasonable" time to engage in scholarship. In the same way, if in a particular unit a course load of 2.0 FCE is understood to comprise 40% of a Tenure Stream faculty member's workload, it is untenable that a Teaching Stream faculty member in that same unit can reasonably be asked to carry a 3.5 FCE teaching load **and** 20% service **and** have "reasonable" time to engage in scholarship.
182. In some units, chairs routinely assign Teaching Stream faculty teaching and service on the basis of an 80% teaching load and 20% service, with no dedicated and sufficient time for scholarship. The expectation is that scholarship is integrated into teaching. This, however, implies that the faculty member's scholarship must be related to the teaching of their courses which is very problematic because faculty members, Teaching Stream and Tenure Stream alike, have the right to self-direct their research, which may or may not be related to the courses they are assigned to teach. "Integrating" time for scholarship into a member's teaching load requires that the faculty member's scholarship be closely and rigidly tied to their teaching obligations. It fragments and downgrades the faculty member's scholarly activities, making the member's ability to fulfill scholarly commitments overly dependent upon the courses they are assigned to teach by others. It effectively prevents faculty from exercising their right to self-direct their research and engage in discipline-based scholarship. Such a position violates University policy, which clearly recognizes that for Teaching Stream faculty, scholarship can take the form of pedagogical/professional development, creative professional activities, and/or discipline-based scholarship.

183. Moreover, since Teaching Stream faculty enjoy the same academic freedom as their Tenure Stream colleagues, the implication that their scholarship must be related to their teaching infringes on their academic freedom.
184. Teaching Stream faculty with an 80% teaching load who teach double or more than Tenure Stream faculty cannot reasonably be expected to carry such a heavy teaching load, additional service obligations, *and* have the dedicated time and mental energy to engage in a program of scholarship.
185. Additionally, the lack of reasonable and sufficient time for scholarship and the implication that Teaching Stream faculty members' scholarship must be "integrated" into teaching violates the principle that **comparable work will be weighed in the same manner.**" If a Tenure Stream faculty member teaches a course and has additional *separate* time for conducting their scholarship, the same course taught by a Teaching Stream faculty member cannot be bundled with the extra expectation of scholarly work as part of the same course assignment. It is simply not possible to be teaching and conducting scholarship at the same time.
186. In all of the examples above, the Teaching Stream faculty member does not receive equal credit for doing the same work.
187. The protection of reasonable time for scholarship is important because Teaching Stream faculty are often assigned to teach the courses that carry the heaviest burden while maintaining the standard of excellence. For example:
  - Because of their teaching-intensive focus and pedagogical expertise, Teaching Stream faculty are frequently assigned the more complex and difficult courses to teach (from the perspective of pedagogical complexity). For example, Teaching Stream faculty are overwhelmingly assigned large introductory, mandatory, and survey courses with high enrolments, and courses with integrated laboratory and/or clinical components. Such courses are not only challenging to teach in a manner that effectively engages all students and creates an optimal learning environment, but also involve a high degree of coordination between instructors and TAs, for which faculty do not generally receive any teaching release.
  - Teaching Stream faculty are also generally assigned to teach any course that requires innovation in teaching methodologies, such as the "experiential learning" or "service-learning" courses recommended by the Premier's Expert Panel on the Highly Skilled Workforce.<sup>38</sup> In this regard,

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<sup>38</sup> In 2015, the Ontario government's "Highly Skilled Workforce Expert Panel" was appointed to develop a strategy to help the province's current and future workforce adapt to the demands of a technology-driven knowledge economy. One of the key themes of the final report was "Experiential Learning and Mentorship", and the panel recommended that post-secondary institutions should be encouraged to



Teaching Stream faculty are often expected to not only develop innovative teaching practices to meet the pedagogical objectives set by the province, University, or sometimes their own unit, but they are also then often expected to model these practices for Tenure Stream faculty in their units as well.

- Teaching Stream faculty are also generally assigned courses that involve high levels of student contact hours, such as any course that involves a placement or work co-op component. These placements also carry a considerable administrative burden, given the highly individualized work involved in identifying placement opportunities or reviewing and approving student requests for placements, providing oversight during the placements, and reviewing and evaluating student work in the placements. Courses that integrate professional practice or clinical placements also often extend into the Summer term, which, pursuant to Article 8 of the MOA, should normally be protected as a teaching-free term.
- In professional programs, where Teaching Stream faculty are hired to provide a blend of scholarly and professional education, Teaching Stream faculty are often required to have professional accreditation, such as an MSW, Nursing degree, or Ontario College of Teachers accreditation. These faculty members are often then tasked with coordinating with the licensing body and redesigning courses and program requirements to ensure that course curriculum satisfy the licensing body's accreditation requirements.
- Finally, Teaching Stream faculty are much more likely to be female and to be racialized than Tenure Stream faculty, and are therefore more likely to experience the additional labour resulting from "identity taxation."<sup>39</sup>
- Moreover, in addition to their teaching duties, Teaching Stream faculty are frequently assigned heavy teaching-related administrative responsibilities, such as the role of Program Director, Undergraduate Coordinator, or Associate Chair; and/or to serve as large course co-ordinators; and/or to chair curriculum or admissions committees. These are well-known as administrative roles with significantly time-consuming responsibilities. Thus Teaching Stream faculty often carry a heavier administrative load than their Tenure Stream colleagues as well.

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"allow and recognize longer (8-12 months) co-op placements, to better respond to business needs": see summary of recommendations [here](#).

<sup>39</sup> In 1994, scholar Amado Padilla coined the term "cultural taxation" to describe the extra burden of service responsibilities placed on racialized faculty members because of their racial or ethnic background. With their concept of "identity taxation", scholars Laura Hirshfield and Tiffany Joseph built on Padilla's work, recognizing that other marginalized social identities (such as gender, race, and sexual orientation) may result in additional non-academic service commitments for certain faculty members (see, for example, *We Need a Woman, We Need a Black Woman: Gender, Race, and Identity Taxation in the Academy* by Laura Hirshfield and Tiffany Joseph).

188. Having regard to the above, it is evident that a Teaching Stream faculty member with a 3.0 or 4.0 course load will be occupied with teaching and administrative duties for most, if not all, of their teaching terms as well as a significant portion of the remaining term, leaving little time for research and scholarship.
189. The problem of inadequate time for scholarship for Teaching Stream faculty is amply illustrated by the responses to UTFA's 2020 Teaching Stream survey, which revealed that Teaching Stream faculty continue to either be treated as "teaching-only" faculty or, at the opposite end of the spectrum, be held to similar research expectations as the Tenure Stream despite being (disproportionately) overloaded with teaching and service compared to their Tenure Stream colleagues.
190. Establishing some parameters on Teaching Stream teaching load at the University is necessary and long overdue. The University of Toronto is far out of step with its comparator institutions when it comes to regulating – and establishing reasonable limits on and adequate supports for – members' teaching responsibilities. Most other Faculty Associations across the province have the benefit of much more robust, detailed and transparent workload policies than do faculty and librarians at the University of Toronto.
191. As the table at **TAB 30** illustrates, it is normative across the university sector for University Administrations and Faculty Associations to negotiate much more clear and prescriptive limitations and parameters on teaching workload than exist at the University of Toronto, even while also recognizing local departmental norms and variation. These workload policies include some combination of:
  - clearly articulated distribution of effort across the university (see e.g., Brock, Carleton, Guelph, Huron, Laurentian, OCADU, UOIT, Waterloo, Windsor);
  - stringent caps on teaching load (see e.g., Brock, TMU, Laurentian, York, Ottawa, Wilfrid Laurier, Carleton, Lakehead, Huron, Nipissing, UOIT, OCADU, Windsor);
  - overall student enrollment caps, after which course release may be granted (see e.g., Wilfrid Laurier)
  - caps on teaching load for teaching stream faculty relative to non-teaching stream faculty (see e.g., Trent and Carleton);
  - robust obligations on the unit to communicate to the faculty member the details of their assigned teaching load and distribution of effort (see e.g., Queen's, York, Brock, Guelph, Ottawa, Laurentian, UOIT); and
  - robust obligations on the unit to communicate to the faculty member the details of assigned teaching load of other members of the unit (see e.g., Queen's, York, Brock, Guelph, Ottawa, Laurentian).

*Workload Comparator Table, TAB 30*

192. While the workload policies at other universities do not necessarily include *all* of these elements, in general they establish more stringent and prescriptive workload norms than the University of Toronto, especially in relation to teaching workload, which workload norms provide for much greater equity, consistency and transparency across the University.
193. By comparison, the WLPP has none of these mechanisms and provides much less robust protections. Without more “teeth”, the WLPP continues to fail in its commitment, expressed in Articles 1.1 and 1.2, that workload “will” be established in accordance with the principles of reasonableness, transparency, equitable distribution of workload and that comparable work will be weighed in the same manner.
194. It is also important to emphasize the extent to which the time commitment associated with members’ teaching duties has exploded in recent years, as student demands, university expectations, and enrolment levels rise year after year. UTFA hears regularly from concerned, overworked members about increasing student needs and expectations (e.g., the ever-increasing volume of student emails, accommodation requests, creation of deferred exams and make up assignments, requests for one-on-one attention, academic misconduct investigations, increased administration related to teaching, among many others). Further, unlike at some other universities, at UofT, there are no university-wide minimum guarantees of support in the form of TA support, technical support, and so forth. Put together, these conditions are a recipe for a crushing teaching-related workload at the University, especially for Teaching Stream faculty.
195. While unreasonable teaching workloads have been a longstanding concern for UTFA members, with the expectations and time-commitment associated with members’ teaching responsibilities only increasing year after year and limited guaranteed support, it is apparent that basic parameters on teaching workload, especially for Teaching Stream faculty, are needed now more than ever.

## L. Teaching and Service Release

### PROPOSAL

#### UTFA Proposal:

**Amend Article 3.2 of the WLPP to require units to provide some teaching and service release for pre-tenure/pre-continuing status faculty members prior to their interim reviews and some professional practice and service release for pre-permanent status librarians.**

### RATIONALE

196. Article 3.2 of the WLPP currently states the following:

**Temporary reductions of workloads.** In assigning workload to pre-tenure and pre-continuing status faculty, temporary reductions in teaching and service loads are to be encouraged.

197. In many units, reductions in teaching and service loads for pre-tenure and pre-continuing status faculty during the period prior to their interim reviews are common and are set out in their unit workload policies. For example, in the Department of Materials Science & Engineering, all pre-tenure faculty receive a 1.0 FCE course reduction in their first year and a 0.5 FCE course reduction in their second year. This course release is designed to help faculty adjust to the exigencies of teaching—particularly given that they may be engaged in multiple new course preparations as new faculty members—and to establish their research programs. Such course releases can therefore be very important in helping a new faculty member to develop strong teaching skills and a robust scholarly program in the lead-up to their interim/probationary review.
198. In other units, however, entitlements to such course releases may not exist and/or may not be transparent. The result is that pre-tenure and pre-continuing status faculty are unsure about what reductions they will receive, if any, and when those reductions will apply.
199. UTFA's proposal requires units to provide temporary reduction in teaching and service loads while allowing units to determine for themselves the appropriate level of such reductions. UTFA's proposal is also intended to ensure that these reductions are transparent and equitably distributed within units.
200. With respect to librarians, UTFA proposes that pre-permanent status Librarians receive some release from their professional practice and service duties in order to prepare for their permanent status reviews. In the years leading up to their permanent status reviews, Librarians receive feedback from their supervisors

and mentors and must work on areas that need improvement in order to meet the standard for promotion to permanent status.

201. For the same reasons that faculty receive reductions in teaching and service loads during the pre-tenure or pre-continuing status period,<sup>40</sup> pre-permanent status Librarians equally need reductions in their professional practice and service loads to prepare for their permanent status reviews.
202. Several Ontario university collective agreements entitle members to teaching release in the critical first 1-3 years of their probationary appointments:

<b>University</b>	<b>Release Entitlement</b>
Brescia	1 HCE (i.e. half-course equivalent) release in first year of appointment for tenure stream appointments (Art. 19.5(a))
Brock	1 HCE release for lecturers and assistant professors in probationary, tenure-track appointments in first or second years (their choice) (Art. 24.04(b)(v))
Guelph	Newly appointed members receive at least 1 HCE release at least once in their first three years of appointment (Art. 18.26)
Huron	1 HCE release in first and second year; tenure track faculty starting probationary on July 1, 2019 shall receive 1 HCE release in their second and third years (Art. 4.5)
King's	New full-time faculty will teach 2 courses in their first years and will carry a normal teaching load beginning in their second year (Appendix E.5)
Lakehead	Probationary faculty members teach up to 4 HCEs in the first year of their appointment and, at discretion of the Dean, in their second year (Art. 16.02.01.03)

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<sup>40</sup> Pursuant to paragraphs 9 and 30.viii of the PPAA, pre-tenure and pre-continuing status faculty are entitled to teaching release prior to their tenure or continuing status reviews. Paragraph 9 of the PPAA states: "Appointees who have been granted a renewal of their initial contract are entitled to request an adjustment to their workload assignment for one academic term in order to allow them to focus on preparing for their tenure consideration and to address any advice from the review of their initial appointment. Normally this term will not include assigned teaching, or service; but the term may include assigned teaching, with the candidate's agreement, in order to address advice from their review." Paragraph 30.viii of the PPAA states: "Upon reappointment, the faculty member will be offered an academic term to focus on preparing for continuing status review and to address any advice from the interim review."

Nipissing	1 HCE release for first year; Dean may extend reduction into second year (Art. 28.2)
Queen's	For the first year of a member's initial tenure-track appointment, the unit head shall assign the member a less-than-typical load of both teaching and service duties. Normally, a less-than-typical combined load of teaching and service duties should continue for the entire initial tenure-track appointment (Art. 37.2.6(a))
Renison	1 FCE release in first year of the probationary period
Saint Paul's	1 HCE release in first year (Art. 20.5)
St. Jerome's	Tenure-track members in their first year have 1 HCE release from teaching load as well as one non-teaching term (Art. 25.6)
TMU	In first year of their probationary period, members teach one less HCE than the departmental standard (Art. 10.12.H). At the member's request, this course release can be deferred to any semester during the probationary period.
UOIT	Assistant Professors in the first year of their tenure track position teaches 3 HCEs per year

## M. Librarian Research and Scholarly Contributions

### PROPOSAL

#### UTFA Proposal:

Amend Article 8.1(b) of the WLPP as follows:

***Research and scholarly contributions, including academic, professional, and pedagogical contributions or activities which are self-directed.***

### RATIONALE

203. Article 8.1 of the WLPP describes the three components of librarian workloads: professional practice, research and scholarly contributions, and service. UTFA's proposal clarifies that research and scholarly contributions are self-directed.

204. UTFA's proposal is consistent with Article 5 of the Memorandum of Agreement, which protects the academic freedom of faculty and librarians specifically with respect to research and scholarship.

205. The *Librarian Workload Policy* (**Tab 27**) also recognizes that research and scholarly activities are self-directed:

Self-directed responsibilities will consist of research and scholarly contributions.

206. Furthermore, the recently negotiated agreement on "Librarian Research Professional Development Days" expressly recognizes that librarian research is self-directed:

Each librarian shall be eligible for up to 14\* research and professional development days, with the prior approval of their supervisor and the University Chief Librarian or designate, **to pursue self-directed research**, scholarly activities, creative professional activities and/or professional development through activities including but not limited to attendance at conferences, courses or workshops.<sup>41</sup> [Emphasis added]

207. Despite these express agreements by the Administration that librarian research is self-directed, however, the Administration has refused UTFA's proposal to include such a reference in the WLPP. This is particularly concerning given that

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<sup>41</sup> **Tab 31:** *Librarian Research Professional Development Days Agreement*, dated November 2020.

Article 4.0 of the WLPP makes explicit that research and scholarship is self-directed for faculty members.

208. Librarians have reported concerns to UTFA that they are discouraged by some library administrators from pursuing certain topics and/or are facing uncomfortable questions about their intended activities when they wish to utilize their research and study days. UTFA is concerned that these actions have had a chilling effect on academic freedom that particularly impacts librarians without permanent status or who are otherwise vulnerable.
209. UTFA's proposal aims to clarify existing rights with respect to the academic freedom of librarians.



#### 4. Salary Increases

##### A. Across-the-Board Increase (ATB)

#### PROPOSAL

**UTFA Proposal:**

**In light of the limitations imposed by Bill 124, UTFA proposes an ATB increase of 1% during the moderation period.**

**If Bill 124 is found to be unlawful or is otherwise modified or repealed, UTFA proposes an ATB increase that is fair and reasonable in light of the unparalleled professional expectations faced by U of T faculty and librarians, trends in recent settlements in higher education, and broader economic considerations.**

**For clarity, UTFA's proposal to increase ATB by 1% is intended to include per course stipend rates.**

#### RATIONALE

210. During bilateral negotiations, the University Administration offered to increase salary by 1%. UTFA is agreeable to this proposal. In addition, UTFA proposes to increase the current per course stipend rate by 1%, from \$18,255 to \$18,438.
211. UTFA recognizes that these negotiations are constrained by Bill 124, the *Protecting a Sustainable Public Sector for Future Generations Act, 2019*, which was proclaimed in force on November 8, 2019. Bill 124 caps any increase in compensation to 1% per year during the three year "moderation period."
212. UTFA's proposal is entirely consistent with settlements at Ontario universities that were negotiated under the constraints of Bill 124 and represents a very modest position, especially given the University's recent growth and rapidly rising living costs in the GTA.
213. As described in the Overview of this brief, the University is in a very healthy financial position, reporting an increase in net income of 64.6% in 2021 compared to 2020 and reporting a further net income increase of \$416 million in 2022.<sup>42</sup> This is due in part to the growth in undergraduate student enrolment, which increased by 3.4% in 2021 as compared to 2019-2020, exceeding the University Administration's own projections. Moreover, total undergraduate international student enrolment increased by 9.7% in 2020-2021 and, in 2022, the University reported an additional 8.7% increase in international student FTEs.

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<sup>42</sup> **Tab 4:** University of Toronto Financial Report, April 30, 2021.

This is significant because international student enrolment fees are unregulated and unaffected by Provincial cuts that affect domestic tuition fees.

214. It is evident, therefore, that the University has experienced significant growth in revenue over the period of the pandemic, in part because of the significant workload (and in particular teaching and administrative load) undertaken by UTFA members under extremely difficult working conditions.

## 8. Pregnancy, Parental Leave, and Adoption/Primary Caregiver Leave Accessibility

### PROPOSAL

#### UTFA Proposal:

**UTFA proposes that the University establish a central fund to provide research and teaching supports to members taking pregnancy and parental leave or adoption/primary caregiver leave. These supports would include, but not be limited to, RAs, TAs, post-docs, lab managers, and sessionals to facilitate members taking their full leaves.**

### RATIONALE

215. UTFA members have identified difficulties taking pregnancy, parental or adoption/primary caregiver leave because of the demands of ongoing workload, and in particular the serious disruption that would occur to their research programs.
216. While members from across the University have reported such difficulties, faculty members in the Sciences appear to have had the most difficulty. This pattern is particularly concerning because it suggests that these difficulties may be more pervasive in disciplines that are known to be traditionally male-dominated fields and in some cases unwelcoming to women.
217. The barrier most frequently cited by female faculty to taking maternity leave has been feeling pressured to continue working for the University during the period of leave. This work has included teaching courses, supervising graduate students, and managing labs or research groups. In particular, where faculty members run active research labs, it may be very impractical to take a leave of absence, which could result in the disruption of lengthy, carefully controlled and complex lab experiments (either the faculty member's own experiments or those of their trainees), some of which involve expensive materials.
218. In these circumstances, members have identified that having the assistance of research assistants, teaching assistants, post-doctoral fellows, lab managers, lab technologists, or sessionals would help mitigate the difficulties of taking leave. For example, a postdoctoral fellow or lab manager could help to ensure a lab continues to function and experiments do not spoil, allowing a faculty member to preserve the fruits of their research and/or the faculty member's trainees to continue with their work, even while a faculty member takes a leave of absence. This may also significantly reduce the amount of time or frequency with which a faculty member may need to check on the lab.

219. For precisely this reason, at McMaster University, faculty members in the Sciences who are taking parental, medical or family medical leave can apply for up to \$45,000 (plus benefit costs) to pay for a post-doctoral or other dedicated research position to mitigate any impact of the leave on their research or career trajectory.<sup>43</sup> At the UofT, UTFA is aware that similar funds (i.e., around \$40,000) have been made available to faculty on maternity/parental leaves to pay for research support and that, at least in one unit, this has been the practice for a number of years. UTFA similarly proposes that the University Administration should establish a \$500,000 fund to which faculty members can apply to support the cost of hiring personnel to provide assistance and support during a period of parental leave and that access to the fund should be through a clear, fair and equitable process based on transparent criteria.
220. UTFA's proposal helps ensure that new parents are able to fully utilize their legal entitlements without facing negative personal or professional consequences. Members should not feel pressured to return early from leave, or to juggle administrative and teaching responsibilities while caring for a newborn infant.

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<sup>43</sup> **Tab 32:** McMaster Life Events Support Program information.

## 9. Psychology and Mental Health Benefits

### PROPOSAL

#### UTFA Proposal re Increasing Maximum Benefit:

**To increase the maximum annual reimbursement for psychology and mental health benefits to \$7,000 per person.**

### RATIONALE

221. Prior to the most recent round of negotiations, the University of Toronto Benefit plan provided coverage for services provided by Psychologists, MSWs and Psychotherapists up to a maximum amount of \$3000 per year and Green Shield applied its own definition of reasonable and customary to cap expense claims at a rate determined by them.
222. In the most recent round of negotiations, the parties agreed to increase the maximum amount to \$5000 per year, and to increase reasonable and customary amounts to no less than the Ontario Psychological Association's recommended hourly rate. The OPA's most recently published recommended hourly rate is \$225 per hour (2015).
223. UTFA's proposal represents a further, gradual increase to this crucial benefit. Notably, even with this modest \$2000 increase, the University's coverage would still be less than the mental health benefit at York, which covers up to \$10,000, and at Carleton, which provides unlimited coverage at 80% with a doctor referral.
224. The results of UTFA's surveys have shown that there is an urgent need for enhanced mental health support. Roughly one-quarter of members have reported that their mental health needs have increased in recent years.
225. While the full impacts of the COVID-19 pandemic on mental health are not yet known, there is a foreseeably greater need for mental health support due to changes to working conditions and care-giving responsibilities. Experts warn that the pandemic is increasing the risk of burnout amongst academics. Moreover, it is likely that the impact of COVID-19 on Canadians' mental health will be serious and long-lasting. Mental health challenges are frequently expressed in the form of anxiety, stress, and depression, which can also manifest as relationship problems and substance abuse.<sup>44</sup>

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<sup>44</sup> **Tab 33:** Faculty pandemic stress is now chronic, Colleen Flaherty, Inside Higher Ed, November 19, 2020; **Tab 34:** *The Pandemic is Dragging On, Professors Are Burning Out*, Beth McMurtrie, The Chronicle of Higher Education, November 5, 2020; **Tab 35:** *COVID-19 increasing risk of burnout amongst academics*, Colleen Flaherty, Inside Higher Ed, September 14, 2020; **Tab 36:** *Despair and suicidal*

226. It is equally important to recognize, however, that mental health concerns among faculty are nothing new. As Canadian researchers recently observed:

The research literature we gathered reveals that concerns about mental ill-health in academia are not new. **Two decades ago, Gail Kinman reviewed the research on academic stressors and strains and pointed out that faculty members in many countries consistently report high levels of stress, anxiety, and other mental health issues.** This has been corroborated with more recent studies from around the globe. A 2003 Australian study found that mental illness in academic staff was three to four times higher than that of the general population. A 2010 pan-Canadian study of academics reported that 24 per cent of their sample had a substantial level of psychological distress. A 2017 RAND Europe report stated that 37 per cent of academic staff indicated a mental health disorder. That same year, a British study found that 43 per cent of the academics they sampled had symptoms of a mild mental disorder, the most prevalent of which were depression, anxiety and burnout. **In our survey, almost two-thirds of academics reported experiencing mental health issues, such as anxiety, psychological distress, depression, and burnout, at some point in their career.**<sup>45</sup>

227. The importance of mental health benefits for members is also reflected in the high proportion of drug claims related to mental health. In 2020-2021, 13.3% of claims by active members and 10.7% of claims by retired members were for the treatment of depression, anxiety or sleep disorders. Indeed, since at least 2015-16, drug claims for depression, anxiety or sleep disorders have accounted for the second highest percentage of total claims (hypertension being the highest).
228. UTFA notes that the University has made significant efforts to improve access to mental health services for students over the past year. As the number of students with mental health concerns at the University has increased, their need for support from faculty has also increased. In turn, faculty have also experienced more stress as a result of providing care to students. Similar attention is needed for faculty and librarians.
229. UTFA's benefits consultant estimates that the employer's cost of increasing the psychology and mental health benefit from \$5000 to \$7000 would be \$75,000.<sup>46</sup>

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*feelings deepen as pandemic wears on: New nationwide survey finds Ontarians' mental health eroding,* Canadian Mental Health Association, December 3, 2020.

<sup>45</sup> **Tab 37:** Mental health in academia: The challenges faculty face predate the pandemic and require systemic solutions, I. Bourgeault, J. Mantler, N. Power, Fall 2021 Issue of Academic Matters: OCUFA's Journal of Higher Education.

<sup>46</sup> It is UTFA's position that the cost of retiree benefit improvements does not apply against the Bill 124 1% compensation cap and, therefore, does not "count" against the parties' agreed to residual amount (which was \$612,060 as outlined in the 2022 MOS and is now \$297,060 as a result of the parties' agreement to improve the Dependent Scholarship Program in Year 3). Bill 124 restricts compensation increases for employees only; retirees are not University employees. As Arbitrator Stout held in

## 10. Eldercare and Compassionate Care Leaves

### PROPOSAL

#### UTFA Proposal:

**That the Administration develop and implement a mechanism for reporting on leaves taken by, or accommodations given to, faculty members and librarians to care for family members. This anonymized report will include those UTFA members whose family members require intensive physical, psychological, and/or emotional care, including the lengths of any relevant Compassionate Care and Emergency Leaves, Unpaid Leaves of Absences, or Family Care Leaves. These reports shall be shared promptly and without unreasonable delay with UTFA at the end of every budget year or following a formal information request by UTFA.**

### RATIONALE

230. Eldercare and compassionate care leave are priorities for UTFA members. In UTFA's most recent survey, over half of the respondents indicated that UTFA should prioritize securing elder care/compassionate care benefits as "high priority/essential." Further, almost one-sixth of UTFA members report that they provide regular caregiving for someone who is not their dependent child.
231. While the need for improvements in eldercare and compassionate care leave benefits is clear, UTFA requires information about utilization and patterns of usage in order to represent its members. It is unclear, for example, whether members are self-accommodating, whether members are taking leaves, the length of the leaves (whether paid or unpaid) members are taking, and so forth.
232. Collecting more comprehensive information on a regular basis about the need for, and use of, compassionate care and related leaves will be of benefit to both parties, as they will both then be in a better position to understand the needs of UTFA members.

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*Independent Electricity System Operator v Society of United Professionals*, 2021 CanLII 137444 (**TAB 38**): "...the ordinary and grammatical meaning of the language found in Bill 124 reflects the intention of the legislature to restrict the application of the Act to "employees" and the compensation that is constrained means compensation paid to employees. The language is absolutely clear and there is no ambiguity. A retiree or pensioner is not an employee they are former employees...In my view, it must have been the intention of the legislature not to include benefits paid to retirees or pensioners who generally are not actively employed and live on fixed incomes." Accordingly, UTFA's cost estimates are based on active members only.

## 11. Staff Tuition Waiver

### B. PhD Tuition Waiver

#### PROPOSAL

##### UTFA Proposal:

**To remove any limit on the tuition waiver for the part-time Master's, part-time PhD, and flex-time PhD (including all doctorate programs not specifically designated as PhDs) for UTFA members enrolled in these programs, and to clarify that the full tuition will be waived for these programs.**

#### RATIONALE

233. In 2015, UTFA negotiated an expansion of the tuition waiver benefit to include coverage for faculty members and librarians enrolled in part-time or flex-time University of Toronto PhD programs. The parties' 2015 MOS stated:

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

234. Previously, the tuition waiver benefit covered faculty members and librarians who pursued a part-time University of Toronto degree up to and including a Master's. For Master's level programs, the amount of the tuition waiver was limited to an amount equal to the part-time program fee per academic year or the course fee, whichever was less.

235. However, notwithstanding the expansion of the tuition waiver benefit in 2015 to include those pursuing a part-time or flex-time PhD program with no corresponding cap or limit, the University Administration has been unilaterally capping the tuition waiver for these members at the part-time program rate. This unilateral cap is contrary to UTFA's understanding that, pursuant to the parties' 2015 agreement, the full cost of both part-time and flex-time PhD programs would be waived.

236. The University Administration's decision to apply this cap on members pursuing part-time and flex-time PhDs has resulted in significant financial strain on impacted members.

237. By way of background, flex-time PhD programs are available to professionals who are currently practicing in the relevant field of study. While professionals generally complete the flex-time programs at a part-time pace given their other employment obligations or professional activities, they are nevertheless required to pay full-time tuition fees for the first four years of their enrolment in the



program. That is, if an individual is a professional practicing in the same field, they must register for the PhD program as a flex-time student (rather than as a part-time student) and pay full-time fees (rather than part-time fees) for the first four years. Practically speaking, this means that UTFA members who are pursuing a doctoral degree at the University within their field must register as flex-time students and pay full-time tuition fees for the first four years of the program, even though they are completing the program at a part-time pace. The difference between part-time tuition fees and full-time/flex-time tuition fees at the University is significant. At OISE, for example, part-time fees for 2022-23 for MA and PhD programs are \$2,845.11/year whereas full-time fees (which are the same as flex-time fees) are nearly triple that amount at \$8,054.28/year.

238. The Administration's conduct in unilaterally capping the tuition waiver at the part-time program rate therefore results in members enrolled in flex-time PhD programs being forced to pay the majority of their tuition fees out-of-pocket for the first four years of their program, amounting to thousands of dollars each year.
239. Furthermore, in some flex-time PhD programs, there is no part-time option and therefore no pre-determined part-time fee. In these cases, the University Administration's application of a cap has been arbitrary.
240. The University Administration has also unilaterally excluded non-PhD doctoral programs from the tuition waiver benefit. Non-PhD doctoral programs that the Administration has unilaterally excluded from this benefit include, for example, the EdD program at OISE, the Doctor of Nursing (DN) program in the Faculty of Nursing, the Doctor of Musical Arts (DMA) program in the Faculty of Music, and the Doctor of Pharmacy (PharmD) program in the Faculty of Pharmacy. UTFA was not consulted about the Administration's decision to exclude non-PhD doctoral programs from this benefit.
241. When the parties negotiated the extension of the tuition waiver benefit to PhD programs in 2015, some of these programs did not yet exist and it was not UTFA's intention to limit the benefit to certain doctoral programs only. Indeed, UTFA members in these professional fields (e.g., education, nursing, music, pharmacy, etc.) may be more likely than others to pursue a flex-time doctoral program in their field in order to combine their prior credentials and professional experience with the academic rigor of a doctoral program. Moreover, given that achieving a doctorate can only enhance a member's professional contributions to the University, it is to the Administration's benefit to support members in such an endeavour. In UTFA's submission, by restricting the tuition waiver program to Doctor of Philosophy (PhD) programs alone, the Administration has adopted an overly narrow and unreasonable interpretation of this important benefit and has, thereby, unfairly denied access to it to those who may most benefit from it.
242. Since the non-PhD doctoral programs are just as academically rigorous as PhD doctoral programs, UTFA's position is that the tuition waiver benefit negotiated in

2015 includes non-PhD doctoral programs (including but not limited to those listed above).

243. Without prejudice to UTFA's position that the tuition waiver benefit already entitles UTFA members to a waiver of the full cost of part-time and flex-time PhD programs, and to a full waiver of tuition for non-PhD doctoral programs, UTFA proposes clarification of the benefit to remove the limits on part-time and flex-time PhD tuition fees, and to extend the benefit to include a full tuition waiver for all part-time or flex-time degree courses up to and including doctoral degree courses at the University of Toronto.

## 12. Librarians' Research and Professional Development Days

### PROPOSAL

#### UTFA Proposal:

**To increase the number of Librarian Research and Professional Development Days to 24 days, a level commensurate with other research-intensive universities in Canada and the United States.**

### RATIONALE

244. The University of Toronto Library System is Canada's pre-eminent research library, and the third largest research library in North America. Librarians at the University of Toronto provide leadership, initiative, and expertise in building, managing and sustaining the largest and best academic library system in Canada.
245. Research and scholarship is a necessary component of Librarians' workload. Article 8.1 of the WLPP defines Librarians' workload as consisting of three areas: professional practice, service, and scholarly contributions. Paragraph 6 of the *Policies for Librarians* also states: "the basis of appointment and promotion [includes] academic achievement and activities."<sup>47</sup>
246. However, due to the nature of Librarians' appointments, they often have limited autonomy and need research and study days in order to ensure that they have opportunities, time and freedom to pursue research and scholarship without interruptions from their daily professional practice duties. Unlike faculty who are entitled to a term free from teaching duties, Librarians do not have a term free from professional practice duties during which they can focus on scholarship and research.
247. For this reason, the parties have recognized the importance of dedicated Research and Professional Development Days. In November 2020, the parties agreed that the purpose of Librarian Research and Professional Development Days is to enable librarians "to pursue self-directed research, scholarly activities, creative professional activities and/or professional development through activities including but not limited to attendance at conferences, courses or workshops."<sup>48</sup>
248. Librarians are currently entitled to only 14 research and study days per year, however. Notably, while 14 days accounts for less than 5% of a Librarian's year, the *Librarian Workload Policy* prescribes that research, scholarship and service should account for 10-20% of a Librarian's time.

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<sup>47</sup> The *Policies for Librarians* is accessible [here](#).

<sup>48</sup> **Tab 31:** *Librarian Research Professional Development Days Agreement*, dated November 2020.

249. In comparison, other institutions in Canada with a smaller librarian cohort and fewer students provide a significantly higher number of research days. For example:

- McMaster University librarians have 20 days
- Queens University librarians are entitled to 24 days
- York University librarians are entitled to 22 days
- Wilfrid Laurier University librarians have 22 days
- Mount Allison University librarians have 25 days

250. UTFA's proposal would bring the number of research and study days at the University equal to the number of days at Queen's University. This would be commensurate with the responsibility of Librarians at the University to build, manage and sustain the largest and best academic library system in Canada.

### 13. Paramedical Services Benefits

#### PROPOSAL

##### UTFA Proposal:

**Increase the annual combined cap for the following Paramedical Services from \$2500 to \$5000: Chiropractor, Physiotherapist, Registered Massage Therapist, Osteopath, Acupuncturist, Dietitian, Occupational Therapist and Chiropodist.**

#### RATIONALE

251. Prior to the most recent round of negotiations, the University of Toronto benefit plan provided \$1,250 per year for the combined services of chiropractors, physiotherapists, registered massage therapists, osteopaths, acupuncturists, dietitians, and occupational therapists.
252. These benefits are of critical importance to UTFA members' health and well-being. By covering sessions with a range of health experts and healthcare practitioners, paramedical coverage helps to promote holistic, preventative care as well as members' overall sense of well-being. For these reasons, in UTFA's experience, paramedical coverage is very highly valued among its members.
253. In this latest round of bargaining, the parties agreed to increase the annual combined cap for paramedical coverage services from \$1,250 to \$2,500.
254. Even with this improvement, however, the University's paramedical coverage remains behind its GTA comparator institutions:
  - TMU's plan covers 20 sessions with each of six categories of provider, as well as unlimited coverage for physiotherapy;
  - York University's plan covers \$2,000 per provider, per year, up to a \$3,000 combined maximum for naturopaths, osteopaths, podiatrists/chiropodists, chiropractors and massage therapists as well as unlimited physiotherapy for the treatment of movement disorders.
255. Further, other Ontario institutions have plans that cover a maximum amount per service provider with no combined maximum. When added up, these plans provide more coverage than the University of Toronto's current combined maximum of \$2,500:
  - Laurentian: \$3,000/yr for each of the following seven providers: physiotherapists, chiropractors, osteopaths, speech therapists, massage therapists, podiatrists/chiropodists, and naturopaths

- Waterloo: 80% with cap of \$768/yr for each of the following nine providers: physiotherapists, chiropractors, osteopaths, speech therapists, massage therapists, podiatrists/chiropractists, naturopaths, occupational therapists and athletic therapists
  - Wilfrid Laurier: \$600/yr for each of the following seven providers: physiotherapists, chiropractors, osteopaths, speech therapists, massage therapists, podiatrists/chiropractists, and naturopaths
  - Brock: \$500/yr for each of the following seven providers: chiropractors, osteopaths, speech therapists, massage therapists, podiatrists/chiropractists, naturopaths, and acupuncturists, in addition to unlimited coverage for physiotherapists
256. UTFA's proposal to increase the annual combined maximum from \$2,500 to \$5,000 represents a further incremental improvement, building off the parties' recent achievement in bargaining, and would bring the University of Toronto's coverage more in line with its GTA counterparts and other Ontario universities.
257. UTFA's benefits consultant estimates the employer's cost of increasing this benefit from \$2500 to \$5000 would be \$97,500<sup>49</sup>

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<sup>49</sup> As explained in footnote 46, UTFA's cost estimate is based on active members only.

## 14. Reasonable and Customary

### PROPOSAL

#### UTFA Proposal:

**UTFA proposes that the University Administration conduct an annual audit of UTFA members' claims against the "reasonable and customary" limits applied by Green Shield (or other provider) and provide a report to UTFA on an annual basis.**

### RATIONALE

258. UTFA proposes that the University Administration conduct an annual audit of UTFA members' claims in each category of claims where "reasonable and customary" limits are applied by Green Shield and provide a report to UTFA on this audit. The report should include information about the "reasonable and customary" limits in each category and information about the claims that exceeded those limits.
259. Members have reported that their claims have been denied by Green Shield to the extent they have exceeded the "reasonable and customary" limits applied by Green Shield. Further, members have reported that the limits applied by Green Shield have been unreasonably low and have prevented members from fully utilizing various benefits.
260. In recent years, unions and arbitrators have become increasingly alive to the ways in which artificially low reasonable and customary limits may significantly decrease the value of benefits unions negotiate for their members. Recognizing this, arbitrators have not shied away from reviewing reasonable and customary rates imposed by insurers to determine whether those rates are reasonable and non-arbitrary and intervening where this is not the case.
261. As Arbitrator Schmidt recognized in *Arterra Wines Canada Inc v Teamsters Local 1979*, at para 16: "an outrageously low [R&C] limit, or one that is unreasonable or unjustifiable is subject to arbitral review".<sup>50</sup> Arbitrator Schmidt further explained that arbitrators will intervene where the R&C limits at issue are beyond a range within the industry and/or destructive of the benefit(s) at issue. As the Board of Arbitration, chaired by Arbitrator Parmar, likewise recognized in *Trillium Health Partners v CUPE, Local 5180*, at para 60: "in order for an R&C limit to survive arbitral review, the evidence should indicate that the R&C limit is supported by data."<sup>51</sup>

<sup>50</sup> **Tab 39:** *Arterra Wines Canada Inc v Teamsters, Local 1979*, 2021 CanLII 84069 (ONLA), at para 16.

<sup>51</sup> **Tab 40:** *Trillium Health Partners v CUPE, Local 5180*, 2017 CanLII 59727 (ONLA) (Parmar), at para 60.

262. While unions across the province are increasingly alert to the negative impact reasonable and customary limits can have on employee benefit entitlements, this issue is also becoming a concern in the university sector in particular. For example, in the last several months at least two faculty associations in Ontario have been advised that the reasonable and customary rates applied to their members' benefits have been unilaterally lowered by the insurance company, with material impacts on member benefits, and in at least one case the association is grieving this change.
263. Given that reasonable and customary rates can have a significant, material impact on the benefits that members receive – that is, R&C limits are not just an administrative issue entirely within the discretion of the insurer or Administration – UTFA requires regular reporting on the reasonable and customary rates imposed by Green Shield in order to fully and fairly represent its members interests, especially when negotiating benefit entitlements under Article 6.



## 15. Vision Care

### PROPOSAL

#### UTFA Proposal:

**UTFA proposes that the maximum for vision care be increased from the current \$700 to \$800 every 24 months.**

### RATIONALE

264. Prior to the most recent round of negotiations, the University's vision benefit for UTFA members was \$450 every 24 months. In bargaining this round, the parties agreed to increase the vision care benefit to \$700 every 24 months. This change represents an overdue, but much-needed improvement to members' vision coverage.
265. However, even with this improvement, the University coverage remains behind its GTA comparators: TMU's coverage is \$1,000 every 24 months and York's coverage is \$850 every 24 months.
266. UTFA members have consistently indicated that increasing this benefit is a priority. Further, since members have been working remotely due to the COVID-19 pandemic, this benefit has increased in importance as a result of eye strain from working online for long hours.
267. Even with the further, modest increase UTFA proposes, the University of Toronto's vision care coverage would still remain behind – though at least closer to – the coverage provided by its GTA comparators.
268. UTFA's benefits consultant estimates the employer's cost of increasing this benefit from \$700 to \$800 every 24 months would be \$75,000<sup>52</sup>.

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<sup>52</sup> As explained in footnote 46, UTFA's cost estimate is based on active members only.

## 16. Dental Care

### A. Reimbursement for Major Restorative

#### PROPOSAL

##### UTFA Proposal:

**UTFA proposes that the reimbursement rate for major restorative dental be increased to 100% up to a maximum of \$5000 per year.**

#### RATIONALE

269. In the 2022 MOS, the parties agreed to increase the major restorative dental care coverage maximum from \$2,800/year to \$5,000/year, though the coverage rate remained at 80%.
270. Even with the increased maximum, the University's coverage lags behind several institutions in Ontario.
271. Coverage for major restorative services at TMU, Trent, Western and Windsor is unlimited. At Trent, coverage is 100%, at TMU, coverage is 90% (effective July 1, 2022), and at Western and Windsor, coverage is 80%.
272. At York, coverage is 85% with a maximum of \$8,000/year with reimbursement for the full cost of implants and all associated procedures.
273. UTFA's proposal is incremental as it would still leave the University of Toronto's maximum coverage well behind these institutions.
274. The following is a summary of coverage for major restorative services at key Ontario comparator institutions, as noted above:

<b>Major Restorative Dental Care</b>		
<b>Institution</b>	<b>Coverage</b>	<b>Maximum</b>
Trent	100%	Unlimited
Windsor	80%	Unlimited
Western	80%	Unlimited
TMU (GTA)	90%	Unlimited
York (GTA)	85%	\$8,000/yr + full cost of implants and associated procedures

275. UTFA's benefits consultant estimates the employer's cost of increasing this benefit from \$5000 at 80% to \$5000 at 100% coverage would be \$100,000<sup>53</sup>.

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<sup>53</sup> As explained in footnote 46, UTFA's cost estimate is based on active members only.

## B. Orthodontics

### PROPOSAL

#### UTFA Proposal:

**UTFA proposes that the reimbursement rate on orthodontics be increased to 100% up to a lifetime maximum of \$5000.**

### RATIONALE

276. In the 2022 MOS, the parties agreed to increase the orthodontics coverage rate from 50% to 75% and to increase the lifetime maximum from \$2,500 to \$5,000.
277. Nevertheless, the University's orthodontics coverage remains behind that of its GTA comparators. TMU provides unlimited coverage at 90%, while York provides 75% coverage with a \$6,000 lifetime maximum.
278. Much like UTFA's major restorative proposal, UTFA's orthodontics proposal is incremental as it would still leave the University's maximum coverage behind its GTA comparators, though the University's coverage rate would be superior.
279. UTFA's benefits consultant estimates the employer's cost of increasing this benefit from \$5000 at 75% to \$5000 at 100% coverage would be \$152,000<sup>54</sup>.

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<sup>54</sup> As explained in footnote 46, UTFA's cost estimate is based on active members only.

## 17. Retiree Benefits

### PROPOSAL

**UTFA's reaffirms that all benefits improvements equally apply to all retirees as has historically been the case.**

### RATIONALE

280. At the University of Toronto, retired members are entitled to the same benefits as active members and to the same level of benefits as active members.
281. The parties' longstanding, established, consistent, and uninterrupted practice has been that whenever improvements have been made to the benefits plan, those improvements have been equally applied to both active members and retirees.
282. For UTFA members, the continuation of their benefits and the equality of access to the same level of benefits after retirement is considered a highly-valued, long-standing, well-established entitlement. Indeed, UTFA members understand that they have "paid for" their retiree benefits by accepting in many cases and for many years a lower level of benefits than those available at other universities in the province. This is evident from the information on benefits at comparator institutions presented above.
283. UTFA members across the three UofT campuses and across all categories of appointment (including members in both the Tenure Stream and the Teaching Stream as well as Librarians) are united in ranking the continuity of benefits after retirement as a top priority.
284. Accordingly, it is a top priority for UTFA that all benefits improvements in Year 3 apply equally to active members and retirees.
285. Indeed, any deviation would be a "breakthrough" that simply cannot be justified in light of the University's very healthy financial position. As the Toronto Star recently reported: "[t]he University of Toronto saw its revenue increase by 10 per cent in 2021 to \$4 billion, a rise from \$3.6 billion in 2020, a spokesperson said."<sup>55</sup>
286. Further, while it is UTFA's view that the exclusion of retirees from benefits improvements cannot be justified regardless, to do so at this time, during a global pandemic, would be perceived by many as an especially repugnant withholding of benefits from an older cohort that includes some of the most vulnerable members of the University community.

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<sup>55</sup> **Tab 41:** *How Canadian universities raked in record-high revenues amid the pandemic*, Toronto Star, August 11, 2022.

287. Any change to the structure of benefits, and any attempt to differentiate between the benefits entitlements for retirees and for active employees, would be simply unacceptable to UTFA members.

## 18. Health and Safety

### PROPOSAL

#### UTFA Proposal:

**In January 2020, the parties agreed to establish a joint central health and safety committee. UTFA proposes that this committee be recognized as a Committee that fulfills the legislative requirements of the *Occupational Health and Safety Act* and has the powers of a Joint Health and Safety Committee.**

### RATIONALE

288. UTFA and the University Administration discuss health and safety issues at a Central Health and Safety Committee (“CHSC”) which was created in early 2020 as part of the settlement of a grievance over an asbestos breach in the Medical Sciences Building.
289. It is the Administration’s position that the CHSC does not have the powers of a Joint Health and Safety Committee (JHSC) under Ontario’s *Occupational Health and Safety Act* (“OHSA”). Under OHSA, a JHSC is provided with legally defined rights and obligations that are vital to the functioning of the internal responsibility system. These legislative rights include the right to “obtain information” regarding potential or existing hazards, the right to be consulted about health and safety testing in the workplace, and the right to “obtain information” about the “conducting or taking of tests” in a workplace. OHSA also entitles a member of the JHSC to be present when tests are conducted for occupational health and safety purposes.
290. As a result of the Administration’s position that the CHSC is not a JHSC, the CHSC does not have the same rights that are guaranteed to JHSCs under the OHSA. For example, through its email of April 22, 2021, the Administration took the position that “the CHSC has been provided with numerous accesses and abilities to effectively engage in a complementary manner within our existing JHSC framework” and that the CHSC only has the right to “request to obtain information” about hazards and health and safety testing. The Administration’s perspective that UTFA’s CHSC has only the ability to “request” information and not the right to “obtain” information, is a significant problem.
291. The role of the CHSC is to “monitor, assist and provide direction to the Main Joint Health and Safety Committees”. However, it is very difficult for the CHSC to fulfill this role without the powers of a JHSC. To provide direction to JSHCs, transparency and information sharing are key.

292. The limitations of the current CHSC framework are significant because they grant no enforceable rights related to access to information such as incident reports, workplace hazards, and testing data. Throughout the pandemic, UTFA has found itself repeatedly requesting key documents without success because of the CHSC's limited powers. In fact, the Administration has routinely responded to UTFA's requests by explaining that it is not required to share the records being requested.
293. For example, UTFA's Information Request #253 requested data on "specific testing that was conducted, and steps that were taken, to verify that the building mechanical systems meet or exceed ASHRAE standards". In response the Administration provided a small amount of information, while stating, "we are providing this information in the interests of our collegial relationship and our mutual interest in promoting a reasonable and safe return to work, although we do not think these requests fall within the parameters of information that the University is obligated to provide to the Association".
294. This consistent approach on behalf of the Administration has greatly hampered UTFA's ability to represent its members, and provide oversight and monitoring to the University's JHSCs, throughout the pandemic. As a result, the CHSC is significantly less effective than a JHSC under the OHSA, which impoverishes the health and safety protections available to UTFA members overall.
295. UTFA's proposal is to recognize the CHSC as a JHSC under the OHSA with all of the rights that attach to JHSCs.



## 20. Maintenance of Salaries, Benefits and Workload during Bargaining

### PROPOSAL

#### UTFA Proposal:

**UTFA proposes to amend the *Memorandum of Agreement* to provide that, where notice has been given pursuant to Article 6 of the Memorandum of Agreement, all terms relating to salaries, benefits and workload shall remain in effect until final resolution is reached by settlement or award.**

### RATIONALE

296. UTFA proposes an amendment to the *Memorandum of Agreement* that would freeze members' existing terms and conditions of employment related to salaries, benefits, and workload while Article 6 negotiations are ongoing. In effect, this proposal mimics aspects of section 86 of the Ontario *Labour Relations Act* ("LRA"),<sup>56</sup> which prohibits an employer from altering terms and conditions of employment while the parties are engaged in collective bargaining and no collective agreement is in effect.
297. As a starting point, it is helpful to review the unique arrangement between the parties that led to the creation of the *Memorandum of Agreement*.
298. Unlike for certified bargaining units subject to the *Labour Relations Act*, the parties have instead chosen to agree to a *Memorandum of Agreement*. The MOA was created in the late 1970s. It was developed explicitly as an alternative to union certification. In 2016, the Governing Council of the University and UTFA agreed to a set of significant revisions to the MOA as a result of the Special Joint Advisory Committee (SJAC) process that began in April 2012.
299. While the parties have agreed in Article 1 that the MOA operates "outside of the [LRA]", the MOA nevertheless functions in many ways like a collective agreement and includes a number of provisions that mimic key aspects of the *Labour Relations Act*, creating a framework that seeks to facilitate free and fair negotiations.
300. For example, Article 6, which governs negotiations, includes various provisions that protect free and fair bargaining and that echo key aspects of the statutory labour relations regime in Ontario. These include provisions regarding giving notice to bargain (Art. 6.2), commencing negotiations and negotiating in good faith (Art. 6.3), and a final and binding dispute resolution process, comparable to interest arbitration (Art. 6.5 – Art. 6.28).

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<sup>56</sup> *Labour Relations Act*, 1995, S.O. 1995, c. 1, Sched. A, [s. 86](#).

301. UTFA submits that its proposed amendment to Article 6 is necessary to maintain a proper balancing of interests between UTFA members' freedom of association and the University's management rights, as well as being essential to ensuring free and fair collective bargaining.
302. As described by the Canadian labour academic Brian Langille, there is a "symbiotic relationship [between] the freeze [on terms and conditions of employment] and the duty [to bargain in good faith]," which serves to "remove the power of the employer to alter unilaterally the terms of the employment relationship" and "forces the parties to bargain collectively any such changes...ensur[ing] that collective bargaining can and does take place."<sup>57</sup>
303. The close connection between the freeze on changes to terms and conditions post-notice to bargain and the duty to bargain in good faith has also been recognized by the Canada Labour Relations Board, which has described the freeze's purpose as follows:

[The freeze] is imposed on the employer, because Parliament recognizes that in the normal course it is the employer that is in the position to implement the proceedings at the bargaining table by making decisions affecting its operation without prior consultation with the union. **By making such decisions and then acting unilaterally, the employer can undermine the authority of the employees' bargaining agent, and also poison the environment within which collective bargaining is being conducted and thereby catalyst avoidable legal or illegal industrial conflict.** Such unilateral action is contrary to the cooperative relationship envisioned by and sought to be promoted in the *Canada Labour Code*, Part V...**Our interpretation of the purposes of s. 148(b) [the statutory freeze provision]...[is to] protec[t] the exclusive authority of the bargaining agent from being undermined by unilateral employer action and encouraging cooperative collective bargaining practices and the constructive settlements of disputes.**<sup>58</sup>

[Emphasis added.]

304. The Ontario Labour Relations Board recognizes a similar purpose behind the freeze provisions in the LRA, namely to "facilitate the bargaining process by providing a fixed point of departure and a period of tranquility and stability in which to commence and hopefully conclude negotiations for a collective agreement."<sup>59</sup> In the leading decision, *Spar Aerospace*, the Board explained the purpose of the freeze as follows:

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<sup>57</sup> **Tab 42:** Langille, Brian A. "'Equal Partnership' in Canadian Labour Law." *Osgoode Hall Law Journal* 21.3 (1983): 496-536. at pp. 523-524 [Langille].

<sup>58</sup> **Tab 42:** *Air Canada (1977)*, 23 Decisions/Information 203 at 213-14, 214-15, as cited in Langille.

<sup>59</sup> **Tab 43:** *A.N. Shaw Restoration Ltd.*, [1978] OLRB Rep. June 479, as cited in *Spar Aerospace Limited*, 1991 CanLII 6094 (ON LRB).

[I]n the Board's view, [the freeze provision] read as a whole **manifests a legislative intent to maintain the prior pattern of the employment relationship in its entirety.**

[...]

[W]here notice had been served to renew an existing collective agreement ... the Board held that the freeze served, not only to freeze the terms and conditions of employment contained in the expired collective agreement, but also to freeze all other legal incidents of the collective bargaining relationship established under the expired collective agreement... **What the statutory freeze does is to simply maintain the totality of the employment relationship in the pattern existing at the time that the freeze becomes effective**, whether it be a pattern established by prior dealings on an individual basis or prior dealings on a collective basis, making it the starting point for negotiations.<sup>60</sup>

[Emphasis added.]

305. In *Royal Ottawa Health Care Group*, the Board confirmed the important role fulfilled by the freeze in the context of s. 86(1) of the *Labour Relations Act*:

The language of section 86 has to be read...with these statutory purposes clearly in mind: bolstering the bargaining process; reinforcing the status of the union as the employees' bargaining agent...and providing a firm (if temporary) starting point from which bargaining will take off. From that perspective it is necessary to pay particular attention to how the proposed change in employment conditions relates to bargaining. Is it the kind of thing that would typically be the subject of collective bargaining? And would changes of this kind, if implemented unilaterally in these circumstances, unduly disrupt, vitiate, or distort that bargaining process?...Because if the answer to these questions is 'yes', it is the kind of thing that probably falls within the ambit of section 86(1).<sup>61</sup>

306. The essential nature of the freeze to collective bargaining is confirmed by the fact that all Canadian jurisdictions provide for it in their labour relations statutes.<sup>62</sup>
307. As the jurisprudence and academic commentary cited above demonstrates, a freeze on the University Administration's ability to unilaterally change terms and conditions of employment while bargaining for a new agreement is ongoing serves a number of fundamental purposes. These include removing the power of the Administration to unilaterally alter the terms of the employment relationship

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<sup>60</sup> **Tab 44:** *Spar Aerospace Products Ltd.*, 1978 CanLII 2255 (ON LRB).

<sup>61</sup> **Tab 45:** *Royal Ottawa Health Care Group Institute of Mental Health Research*, 1999 CanLII 20151 (ON LRB).

<sup>62</sup> **Tab 46:** Adams, George W. *Canadian Labour Law*, 2nd Edition, at 10.13.

so that collective bargaining can take place, protecting the authority of the Association from being undermined by unilateral employer action so as to encourage cooperative bargaining practices, and providing a fixed point of departure and a period of tranquility and stability from which the parties can commence and conclude negotiations for a new or renewed agreement.

308. UTFA submits that all of these purposes apply equally to its circumstances and provide ample justification for awarding its proposal.
309. Furthermore, the parties' very recent history demonstrates the need for this provision. In 2020, in the midst of Article 6 negotiations, the University Administration significantly altered the terms and conditions of employment related to compensation by refusing to pay PTR in the normal course.
310. PTR is an integral component of the compensation structure for UTFA members at the University. There being no economic promotion from one rank to the next – or any salary grid – PTR is the only mechanism by which faculty members and librarians at the University of Toronto advance economically. As Arbitrator Monroe recognized almost 30 years ago in 1993: “both parties regard the PTR scheme as being at the heart of the bargaining relationship...neither party would truly wish to jeopardize the scheme nor the bargaining stability it affords – except as the last resort in the most extreme fiscal distress.”<sup>63</sup>
311. Likewise, as Arbitrator Kaplan more recently recognized:
- There is clearly an expectation that there will be PTR payments, an expectation arising from...the central role that PTR has played, without exception, for decades in the faculty and librarian compensation scheme. PTR payments have always been made.<sup>64</sup>
312. In the context of certified bargaining units, merit increases such as PTR have been recognized as a form of compensation that is protected by the freeze. For example, in *Spar Aerospace, supra*, the Ontario Labour Relations Board held that because the purpose of the statutory freeze was to maintain the prior pattern of the employment relationship in its entirety, the employer could not unilaterally rescind the long-established practice of granting an annual merit increase during the freeze period.<sup>65</sup>
313. The need for a freeze provision, however, goes well beyond PTR. Indeed, without it, the University Administration may attempt to unilaterally alter other terms and conditions of employment while the parties are in the midst of bargaining. As described above, such unilateral power in the hands of the

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<sup>63</sup> **Tab 47:** *Interest Arbitration Award of Arbitrator Monroe*, dated June 18, 1993, at page 13.

<sup>64</sup> **Tab 48:** *The University of Toronto v the University of Toronto Faculty Association (PTR Dispute)*, Decision of Arbitrator Kaplan, dated January 4, 2021, at p. 21.

<sup>65</sup> **Tab 44:** *Spar Aerospace*, 1978 CanLII 2255 (ON LRB).

Administration fundamentally undermines the fairness of the negotiation process and the ability of the parties to engage in meaningful collective bargaining.

314. Moreover, from the perspective of replication, as a result of the statutory regime, a freeze on the University Administration's ability to unilaterally change terms and conditions of employment while bargaining is ongoing is already in place for the majority of faculty associations in Ontario. Accordingly, including a comparable provision in the *Memorandum of Agreement* would serve to align UTFA with its main comparators.