

CAUT Bargaining Advisory

Introduction
Assigning Workload
Fair & Equitable Distribution of Workload
Teaching Workload
Research & Service
Librarians' s Workload
Complement
Conclusion

Workload and Complement

In pre-bargaining surveys by academic staff associations, concerns about excessive workload are near the top of the list of priorities. In response to their members' concerns, associations have made workload an issue at bargaining tables across the country.

Academic staff carry complex workloads, comprised of responsibilities for teaching, professional practice in the library, research and creative activities, and service to the institution, their professions and the community. Composition of an individual's workload can vary considerably from year to year, depending on their involvement in research, administration, service to the association and other external activities.

Multifaceted approaches are necessary to address the wide range of duties performed by academic staff. To ensure fair and equitable workload among members, distribution of workload should account for differences in individuals' balance of responsibilities.

Workload makeup also differs across a campus and among members of an academic unit. Portions devoted to teaching, professional practice, research or administration depend on an individual's involvements at the time in these areas. The collective agreement should have provisions for flexibility to meet changing circumstances. Faculty members with major research projects may be eligible for teaching load reductions. They may have course reductions for their work on committees. Faculty on sabbatical devote their entire time to research and study and have no responsibilities for teaching. Librarians are relieved of their duties in the library so they can concentrate on their sabbatical projects.

A reduction in the maximum number of credit courses assigned to full-time faculty can be a good start to improving workload. However, employers can make up for reduced contact hours with larger class sizes, increased use of per-course appointments and reduction of the full-time complement through attrition. These other facets require attention at the bargaining table.

Assigning Workload

Assignment of workload is a central feature of academic work. Unlike most occupations, academics determine a considerable portion of their work. Faculty and librarians decide on the work they do in research and scholarship, service to the community and their professions and some aspects of administrative work in the institution.

Typically teaching is the main activity specifically assigned to faculty, and library service the activity assigned to librarians. Some administrative tasks may also be assigned. The assignment should require consultation with the member and should be limited by language of the collective agreement to factors that include the maximum number of course-equivalents, reasonable balance, and equitable distribution among members.



The collective agreement at Queen's University requires consultation between the member and the unit head in the assignment of workload. Note that each member's workload must be in accordance with the workload standard of the unit. There is also an expectation that the workload assignment is completed by May 30.

37.2.3 A Member's workload shall be assigned by the Unit Head in accordance with the Workload Standard for the Unit. After consultation with the Member, the Member shall be offered an initial workload proposal in writing by April 15. The Unit Head and the Member shall use their best efforts to reach agreement on the workload assignment. The Unit Head shall provide the Member with the Member's workload in writing for the September 1 to August 31 period normally by the preceding May 30.¹

Workload assignment at UPEI is linked to the principles of academic freedom. Workload must be "reasonably balanced" so that members can exercise their rights under the UPEI academic freedom article "to teach, investigate, to speculate, to publish and to collect and make available library materials without deference to prescribed doctrine and free from institutional censorship." Workload that is not reasonably balanced could impair the ability of a faculty member or librarian to carry out research.

H.1.1

Faculty Members' Workload

The workload of Faculty Members involves, in varying proportions, a reasonable balance of those elements set out in Article A8 (Responsibilities of Faculty Members) that is consistent with the principles of academic freedom described in Article A4.

H.1.13.1

The workload of Librarians involves, in varying proportions and consistent with the primary role of Librarians to provide professional practice in the service of the University, a reasonable balance of those elements identified in Article A-9 (Responsibilities of Academic Librarians) that is consistent with the principles of academic freedom described in Article A-4.²

Fair and Equitable Distribution of Workload

Workload must be fair so that members can meet their responsibilities. Excessive demands on faculty for teaching or on librarians for serving at the reference desk will impair their capacity to engage in research and service.

The CAUT *Policy Statement on the Distribution of Workload and Sabbatical Leave* states that the following variables should be used to ensure that the total effort of each academic staff member is similar to others within the academic unit.

- a) the career stage of the member;*
- b) the member's area of expertise;*
- c) the nature and requirements of the member's ongoing research efforts;*
- d) the nature and requirements of the member's service or administrative efforts;*

- e) *whether the member will be responsible for supervising laboratory or similar workload activities outside of scheduled hours;*
- f) *the expected number of students in courses assigned to the member;*
- g) *the level, type and method of delivery of courses assigned;*
- h) *the number, methods and complexity of assessments of student work;*
- i) *the number of new and distinct preparations required;*
- j) *the size and degree of complexity of unit-wide duties or projects for which the member has specially assigned responsibilities;*
- k) *the location of teaching, research or service tasks assigned; and*
- l) *the availability of teaching and research assistants and other resources.*³

The policy statement also requires one day each week free of scheduled teaching or information service duties; a block of time in each academic year during which the bulk of the member's effort will be directed at research, professional development and non-scheduled teaching; and periodic sabbatical leaves to pursue research, teaching or professional projects.

Collective agreements should ensure fair and equitable distribution of workload among members. Good language can prevent inequitable assignments and provide the means for correcting the balance.

Laurentian's language provides members with the necessary information to assess whether their workload assignment is consistent with their colleagues.

2.10.1

*The academic workload shall be assigned in a fair and equitable manner. To help ensure this goal, each Member of a Unit shall receive a copy of the Chair's/Director's recommendations to the Dean/Director of the Library on the Member's own workload and a summary of the recommendations on all other Members in the Unit, including any recommendations for overloads, prior to the recommendations being forwarded to the Dean/Director of the Library. Each Member shall receive by June 1 a copy of the Dean's/Director of the Library's decision on these recommendations.*⁴

Brandon's language places a clear burden on the dean/director to ensure that teaching workload is fair and equitable.

9.3

Assignment of Teaching Workload

*a. The teaching workload assignment of members shall be recommended by the Department and approved by the Dean/Director who is responsible for ensuring the teaching assignments are fair and equitable.*⁵

Assignment of teaching workload at St. Thomas University is done by the department and requires balance in class size and overall equitable distribution. Note that assignment of teaching is grievable, since final authority to make course assignments rests with the Vice-President Academic.

Assignment of Teaching

17.01.1

It is expected that each Department shall ordinarily assign those courses within the Department which its members are to teach. In so doing, the Department is responsible for ensuring that there is a reasonable balance between small and large classes and that there is an equitable distribution of workload among members of the Department taking into account independent study courses, Honours thesis supervision, the varying demands of alternative teaching and evaluation methodologies. Whenever possible, there shall be prior consultation with Employees on the assignment of teaching duties.

17.01.2

In recognition of the need for new faculty to develop research programs, Departments should, whenever possible, limit the number of new courses assigned to faculty who have taught at St. Thomas fewer than four (4) years.

17.01.3

Authority to make assignments rests with the Vice-President Academic, who may in exceptional circumstances and following consultation with the Chair of the Department concerned, assign to Employees those courses they are to teach.⁶

Teaching Workload

Teaching is a central factor in workload negotiations for faculty. While teaching comprises an important aspect and significant portion of total workload, it must be manageable so that faculty have sufficient opportunity to pursue their other responsibilities. The following sections discuss the components of teaching load.

1. Factors in Assigning Teaching Workload

The collective agreement should set out the factors that must be considered when teaching workload is assigned. The agreement at the University of Ottawa lists key factors. Having the factors listed in the collective agreement provides grounds for grievance.

22.2.1.3

As the total effort required by a course can vary considerably from course to course, and in order to ensure that members' teaching loads are allocated fairly and equitably, the dean, as well as any person or committee making a recommendation regarding a member's teaching load, shall give proper consideration to relevant factors such as the following:

- (a) the expected class size, number of student contact hours (defined as the product of student enrolment and the number of hours of scheduled contact with students), and course format*
- (b) whether the member will be responsible for the supervision of laboratory work as part of the scheduled courses;*
- (c) the availability of markers or teaching assistants;*
- (d) whether an assigned course will be one that the member has not taught before, or one where the member's former approach will undergo substantial revisions, or where the assignment of a course will result in an increase in the anticipated hours for preparation, grading or administration;*

- (e) the member's area of expertise;
- (f) the number of distinct courses to be taught by the member;
- (g) the level and the type of the course;
- (h) the location of the course (on or off-campus);
- (i) special factors, such as filming or broadcasting of lectures, or the use of teleconference teaching;
- (j) the language of instruction.⁷

2. Campus-Wide Maximum Course Load

At small institutions a campus-wide maximum number of credit courses may serve as the standard. Some units may have course loads below the maximum due to particular circumstances or practices. Variations in individual teaching loads depend on involvement in other activities such as research and administration.

Laurentian's language addresses variations in workload and stipulates maximum courses consistent with the norms of different faculties.

2.10.4

The composition of the workload of Members may vary with their discipline, and will take into account the capabilities of the Members, the need to maximize their potential and any obligations placed on them within the University's operations, consistent with the terms of this Agreement. In the assignment of teaching loads, the Deans, in consultation with the academic Units, shall consider not only the number of courses taught by a Member, but the size and type of such courses as well as administrative and other duties. Members' workloads shall also be subject to the following maximum norms for assigned workloads.

(a) Teaching Members: In the assignment of teaching loads by the Deans, in consultation with the academic Units, the maximum normal teaching load per academic year shall be two full courses or 12 credit equivalents in the Faculty of Science and Engineering and two and one-half full courses or 15 credit equivalents in other Faculties. It is understood that these teaching load norms continue prevailing past practices in the Faculty of Science and Engineering and in much of the Faculty of Social Sciences and Humanities. The norm of two and one-half courses in the rest of the Faculty of Social Sciences and Humanities and in the Faculties of Professional Schools and Management shall be brought into effect by July 1, 2006.⁸

A reduced teaching load at UPEI comes into effect in the third year of the collective agreement:

H.1.4.1

In accord with Article H1.8 and effective September 1, 2008, the normal teaching workload shall be reduced to five (5) courses (15 contact hours) for full time tenured and probationary Faculty Members.⁹

The collective agreement at Brock University sets the maximum teaching load at two full courses. Alterations to the maximum are allowed, but only with majority approval by the academic unit.

ARTICLE 24A – NORMAL TEACHING LOAD

24A.01 *The maximum normal teaching load for faculty members shall be two (2) full courses as of July 1, 2006.*

24A.02 *The maximum normal teaching load may be altered under the terms of Article 24.04.*

24.04

Alterations in Workload

a. *Taking into account 24.01 (a) and (b) above, an increase by the University of the normal workload of a Faculty, department, or program, including the normal teaching load component of the workload, that is larger than can reasonably be considered to be normal year-to-year variation shall occur only with the agreement by majority vote of the members of the Faculty, department or program, as appropriate. The reasons for the alteration, its duration and procedures for reassessment in the future, shall be presented to the members of the Faculty, department or program so affected, in writing, with a copy to the Union.¹⁰*

3. Reduced teaching load for new faculty

In the beginning years of their appointment faculty members face substantial challenges. Most of their courses require considerable preparation since they are being taught for the first time. In addition to teaching, recent PhD graduates have to design research projects, write proposals, file grant applications and consider working with their new colleagues on possible collaborations, and establish ties to the community. Service to the institution requires working on departmental, faculty and institution-wide committees.

At UPEI new faculty receive a reduced teaching load to promote scholarly endeavours.

H.1.5.1

In order to promote scholarly endeavours within the University, the teaching workload for each full-time Faculty Member in the first year of a probationary appointment shall be a maximum of two (2) courses in each the Fall and Winter terms (and no courses in the summer sessions) and in the second year shall be a maximum of five (5) courses across the Fall and Winter terms.¹¹

The agreement at Acadia University provides an additional course reduction for faculty in their first year of employment.

17.31

The Parties recognize that teaching patterns vary appreciably from one academic discipline to another and that in consequence the teaching expectation in certain Departments may depart from the normal teaching expectation. To enhance externally recognized scholarship, Professors have a teaching expectation of 15 credit hours.

New tenure track Employees shall have a teaching load of twelve (12) credit hours in the first year of employment.¹²

4. Maxima for class size and number of students

The number of courses is just one component of teaching workload. Teaching workload also varies with class size. Larger classes require that faculty provide more time for student consultations and spend more time grading students' assignments and exams.

Employers might respond to a reduced course load by increasing the size of classes in each course. In terms of total teaching workload faculty might be no better off than with a larger number of courses and fewer students in each class.

The collective agreement at St. Thomas University sets a maximum class size and a maximum number of students per semester, appropriate to the size of the institution and its commitment to small class sizes.

17.03 Class Size

17.03.1 The Parties recognize that small class sizes are central to the educational mission of St. Thomas University.

17.03.2 The standard for maximum class size shall be sixty (60) students. No Employee shall be required to teach more than 60 students in a class.

17.03.3 No Employee shall be required to teach more than one hundred and forty (140) students per semester in the standard teaching load. The goal for the minimum standard teaching load shall be sixty (60) students. The standard teaching load is defined in Article 17.02.1 [five (5) three-credit courses effective July 1, 2009 ed note]. If an Employee is requested by the Department Chair to exceed the maximum number of students in a semester, the Chair will reduce the Employee's teaching load in the following teaching semester by the same number of students.

17.03.4 The Vice-President Academic shall provide annually a report to Senate on average class sizes, by Department and programme. The Employer will provide an annual report to the Union on the average class size together with the course registrations for each Employee.¹³

5. Funds for teaching assistant support

The heavy workload of teaching large classes can be somewhat ameliorated by employing graduate students as teaching assistants. Under the faculty member's supervision, teaching assistants typically assume tasks of grading and consulting with students on course-related matters. Teaching assistantships also provide a training experience for graduate students.

The collective agreement at the University of Ottawa has a formula for marking and grading assistance.

22.2.1.8

(b) marking and grading assistance shall be provided on the following basis if requested by the member:

(i) a member teaching a course with written assignments and with examinations which are not computer marked shall be assigned at least 2.5 hours of marker/grader assistance

for each credit value of the course, for each block of 5 students or portion thereof exceeding 45; such assistance shall be provided from the time the enrolment number exceeds 45 but may be adjusted to reflect the actual enrolment as of the first official enrolment reporting date after the commencement of the course¹⁴

York's agreement provides a different formula with a more generous allocation of hours. Teaching assistant support can comprise other activities in addition to marking and grading.

18.42

Teaching Assistance

A Course Directorship shall at a minimum be assigned assistance to reflect course enrolments above fifty (50) as follows:

- 1. The assistance assigned shall be at least in the form of marker/grader assistance.*
- 2. The assistance shall be at least at the rate of fifteen (15) hours for each block of five (5) students, or portion thereof, exceeding fifty (50).*
- 3. Assistance shall be provided from the commencement of the course where the projected enrolment exceeds fifty (50), but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each session.*
- 4. Where the projected enrolment is fifty (50) or less but actual enrolments as of the first official enrolment reporting date in each session exceeds fifty (50), assistance shall be provided as per (a) and (b).¹⁵*

Research and Service

Research and service have a prominent role in academic staff workload. Combined, they comprise a larger portion of workload than teaching. Unlike teaching, which is assigned, or administrative service, which may be assigned or undertaken voluntarily, academic staff determine the substance of their research and service to the community and profession. It is essential that collective agreements protect the right of academic staff to engage in research and service, and ensure that academic staff have sufficient opportunity to engage in these pursuits.

Assigning specific research projects to an academic staff member is inappropriate and could violate their academic freedom to pursue research of their own determination. The following clause from the Queen's collective agreement ensures that research and creative activities cannot be assigned. The clause also requires a balanced workload to allow sufficient opportunity for research and service (non-scheduled duties).

37.2.2 Teaching and service duties are assigned to a Member by the Unit Head as part of the Member's workload. While time can be allocated for research, scholarly or creative work, specific research or creative tasks or areas shall not be assigned. In the assignment of teaching and service duties, continuing responsibilities for previously accepted service and/or teaching duties shall be taken into account, and care must be taken to ensure that the balance of scheduled and non-scheduled duties affords adequate opportunity for each Member to participate fully in all aspects of his/her career as outlined in Article 15 (Article on Academic Responsibilities).¹⁶

Laurentian's agreement describes scholarly tasks that can be assigned and prohibits the imposition of any other tasks, in accordance with academic freedom requirements.

5

The Dean/Director of the Library may include in Members' workloads any teaching/professional library or archival assignment related to their discipline and any on campus administrative activity that the Dean/Director of the Library considers necessary for the effective operation of the Faculty/Library or of the University program. With regard to the load for teaching/professional librarianship/professional archival work, generally prevailing past practices shall apply unless these practices have been the result of Members undertaking voluntarily unpaid overloads to maintain the integrity of programmes or service commitments in Units which have suffered complement reductions due to budgetary pressures or unless specific provisions in this contract state otherwise.

6

*The determination of the workload shall be subject to the following conditions:
a) The Dean/Director of the Library, in accordance with Article 1.21, Academic Freedom, shall not impose specific scholarly tasks other than the teaching/professional librarianship duties referred to in 5 above. Specific tasks related to the internal governance of the Unit shall not be imposed by the Dean/Director of the Library, except for the appointment of an Acting Chair/Director as in Articles 5.0 and 5.1.¹⁷*

Collective agreements can protect members from excessive workload assignments by affirming their rights to carry out research. Manitoba's agreement protects the right and opportunity to carry out research.

19.A.2.4.2.1

Faculty members shall be responsible for and have the right and opportunity to carry out a reasonable amount of meaningful research, scholarly work and other creative activities.

17.A.1.1.2

Academic librarians have the right and responsibility to continue to improve themselves in their profession by keeping abreast of developments in library and information science. Academic librarians shall be responsible for and have the right and opportunity to pursue research in library and information science and/or other relevant academic disciplines and to make scholarly contributions. Academic librarians shall endeavour to publish the results of their scholarship.¹⁸

The collective agreement can also provide for time available to do research. The St. Thomas agreement allows for setting aside one day a week that is free from scheduled teaching.

17.01.6

Where possible, and upon request by an Employee, the scheduling of courses shall permit an

Employee to have one day per week for research during which he or she is not expected to teach scheduled classes.¹⁹

Librarians' Workload

1. Workload Composition

Librarians are academic staff with full rights and responsibilities to do research and service in addition to providing services in the library. The agreement at Mount Saint Vincent University clearly stipulates the components of librarians' workload.

24.1

The following elements constitute Librarian members' workload: provision of information services to library users and the technical services required to deliver these information services; scholarly and/or professional activity, and internal and external collegial service. In addition, workload may include administrative service.²⁰

The agreement at the University of Manitoba sets out more explicitly the rights and duties of academic librarians.

17.A.1.1

Academic librarians are members of an academic community who share with faculty the responsibility for the collection, dissemination, and structure of knowledge in the University. Academic librarians' responsibilities to the University shall include the provision of a high level of professional service, the development of professional knowledge, contributions to librarianship and scholarship, and service to the University. Academic librarians have the right and responsibility to exercise freedom in making knowledge and ideas available and to ensure that censorship is not imposed on the selection or use of library materials. In carrying out their responsibilities and duties academic librarians shall deal fairly and ethically with those to whom they render professional service, taking care to provide the fullest access possible to library materials.²¹

2. Integrated Approach to Academic Workload

Librarians' workload can be negotiated in a fashion that is parallel to faculty. This is the approach in the Laurentian agreement, which specifies the range of duties in workload and stipulates a weekly maximum number of student contact hours.

2.10

2

The academic workload of a Full-time Member includes: teaching/professional librarianship/archives management, including the supervision of graduate and undergraduate students; scholarly activity including commitments to external granting agencies; University governance, administrative duties, and other contributions to the University.

3

The assignment of the workload shall be communicated in reasonable detail, in writing, to

the Member by June 1 by the Dean/Director of the Library. The Dean/Director of the Library shall request the written advice of the Unit concerned at least one (1) month prior to June 1 and the Dean/Director of the Library shall normally accept the advice of the Unit. The time-tabling of the teaching load/library assignment shall be communicated in writing to the Member by July 1 by the Dean/Director of the Library after consultation with the Registrar. For the duration of this agreement the Registrar shall have final authority in time-tabling all courses.

4

(b) Professional Librarian and Archivist Members: In the assignment of workloads by the Director of the Library, the normal hours of scheduled student contact shall not exceed twelve (12) per week, scheduled fairly and equitably and on the recommendation of the Unit.²²

The agreement at the University of Western Ontario uses a similar approach, and specifies the balance of academic duties among professional practice, academic activity and service.

53

WORKLOAD

1.

Workload – balance and magnitude

A Member's Workload consists of Professional Practice, Academic Activity, and Service undertaken in fulfillment of his or her Responsibilities in the area of librarianship or archival practice, as specified in the Letter of Appointment and job description, defined in the Article Responsibilities of Members, and modified in any subsequent arrangement documented in the Member's Official File.

1.1

The Normal Workload of a Member holding a Probationary or Continuing Appointment shall balance Professional Practice, Academic Activity, and Service such that the commitment shall be 80% in the area of Professional Practice, 10% in the area of Academic Activity, and 10% in the area of Service.²³

3. Hours of Work

Another common approach to protecting librarians' workload is to specify a weekly maximum number of hours. The language of these agreements appears to more directly protect workload. Because of the possibilities for abuse by assigning varying amounts of duties, the language at Mount Allison also requires fair and equitable distribution of workload among librarians.

12.10

a) The normal hours of work for full-time librarians shall be thirty-five (35) hours per week. The hours of work scheduled for full-time librarians in the performance of duties in the operation of the library shall not exceed thirty-five (35) hours per week and seven (7) hours per day, and shall be fairly and equitably distributed during the operating hours of the library. If hours are scheduled in excess of thirty-five (35) hours per week equivalent time-off will be scheduled.²⁴

The agreement at UPEI specifies the number of weekly hours for professional practice duties. Note that the hours are 33.75 per week. This is lower than the usual range of 35 to 37.5 hours because a librarians other academic work for research and service are conducted outside of the 33.75 hours.

H.1.13

Librarian's Workload

H.1.13.1

The workload of Librarians involves, in varying proportions and consistent with the primary role of Librarians to provide professional practice in the service of the University, a reasonable balance of those elements identified in Article A-9 that is consistent with the principles of academic freedom described in Article A-4.

H.1.13.2

The work assignments for individual Librarians shall be determined by the University Librarian, following consultation with the Librarian and taking into consideration all relevant factors, including but not limited to the Librarian's specialities and qualifications and the requirements and priorities of the Library, including public service (reference and instructional services), collections development, systems, and bibliographic access and control.

H.1.13.3

Hours of Work

a) A Librarian's workload shall be such that the required professional practice duties can reasonably be performed during his or her normal working hours, averaged over the year. It is recognized that the pattern and hours of work may vary for periods of time, but will be normalized over the twelve (12) month contract year. The hours of work for full time Librarians will be thirty-three and seventy-five one hundredths (33.75) hours per week, normally at the rate of six and seventy-five one hundredths (6.75) hours per day.

b) Hours of work may include evenings, weekends and holidays because of the service component, and may vary from week to week according to the time of year and the level of service required. Weekend work may only be scheduled by the mutual consent of the Member and the University Librarian.²⁵

The agreement at Bishop's provides overtime payment above the maximum hours per week.

12.01

The hours of work of librarians shall be thirty-five (35) hours per week. Since the Library recognizes the policy of flexible hours, these hours shall be scheduled fairly and equitably in accordance with the needs of the job after agreement with the Assistant University Librarian.

12.02

The parties agree that any time commitment in excess of a normal professional load is overtime. Overtime shall be approved by the Assistant University Librarian concerned. The Member may refuse such overtime.

12.03

Approved overtime worked in excess of the regular work week of thirty five (35) hours from Monday to Saturday shall be compensated at the Member's regular hourly rate including

administrative stipends, if applicable, up to 35 hours per week and at time and a half for any other overtime hours. Approved overtime worked on Sundays and holidays shall be compensated at double time. Members will have the option of being compensated for this overtime in time off.²⁶

4. Days for Research and Scholarly Activity

Specified time can be negotiated for research and scholarly activity when librarians are not required to be on campus. At Mount Saint Vincent University librarians are entitled to 15 days a year, effective 1 July 2009.

24.1.1

To facilitate scholarly and/or professional activity members are entitled to 12 off-campus or on-campus research days per year. Effective 1 July, 2009, this entitlement shall be increased to 15 days.²⁷

Complement

The complement of full-time academic staff is a key component of workload. If complement is not protected, the employer may replace full-time positions with per-course appointments which have much lower rates of pay, virtually no job security and rarely have access to benefit plans or pensions. Since per-course appointments are usually teaching-only positions, their use tends to increase the relative work for full-time faculty to serve on department, faculty and university-wide committees.

Complement language should state the minimum number of full-time positions, require that all vacated positions shall be filled, ensure that the employer provides periodic reports to the association, and have an appointment process for any unfilled positions. The language at NSCAD University has all of these features. Note that the language covers faculty and librarians.

35

COMPLEMENT

35.01

For the purposes of this Article, the Complement is defined as the number of Regular Full-Time and Regular Pro-Rated Faculty and Librarian positions in the Bargaining Unit. Academic Administrators as defined in Clauses 34.01 (A) and (B) are excluded from the Bargaining Unit and are not included in the Complement.

35.02

At the time of signing this Agreement, the Complement equals forty-four and a half (44.5) and includes 2 Librarians.

35.03

The employer agrees to maintain the current Complement and to fill all vacancies that may occur as the result of resignation, retirement, dismissal, or sudden death.

35.04

The Employer further agrees (except for financial exigency as per Article 25 or dramatic declines in enrollment) to increase the Complement to forty-eight filled positions by June 30, 2011, prior

to the expiry of this Agreement. In order to achieve this increase to the Complement, the Employer will identify the areas most in need of additional faculty positions and establish Selection Advisory Committees in order of priority.

35.05

By September 30 of each year, the parties shall agree on an updated list of Faculty and Librarian positions (the "Complement List"). If the number of filled positions is below the established Complement, the Board shall declare the vacancies required to fill the Complement.

35.06

Any vacancy appearing on the Complement List shall be deemed to be pre-approved by the Board and a Selection Advisory Committee shall be struck in a timely manner.

35.07

Vacancies on the Complement List may be filled with Limited Term or Sessional positions only in accordance with Clause 16.02.

35.08

When a faculty member retires, a vacancy will be declared and a Selection Advisory Committee will be struck as soon as possible so that the position can be filled on July 1 following the retirement. Should the Vice-President (Academic Affairs and Research) in consultation with the Chair of the Division in which the retirement takes place, determine that declining enrollment or program changes mean that a replacement faculty member is not needed, the Vice-President (Academic Affairs and Research), in consultation with all Division Chairs, shall determine in which teaching area the vacancy will be declared.²⁸

The agreement at Wilfrid Laurier University links complement directly to teaching workload through the student to faculty ratio. There is also a commitment to reduce the ratio over the life of the agreement. There is further requirement for the employer to make specific payments when the complement falls below the requirement.

18.2.3

Student/Faculty Ratio and Faculty Complement:

18.2.3.1

In recognition of the recent growth in the number of students, the changing profile of the University, and the Government of Ontario's objective of improving student/faculty ratios, the Parties agree to the following measures to maintain, improve and monitor the faculty complement:

(a) the University agrees that the number of tenure-track and tenured appointments in the Bargaining Unit shall not be fewer than the number of those appointments in the 2004-2005 contract year (365);

(b) the University agrees to continue to use the FTE student/FTE faculty ratio of 23:1 in determining the faculty complement. During the life of this Agreement, the University shall endeavour to lower the student/faculty ratio to 21:1;

(c) the calculation of the student/faculty ratio (full-time equivalent (FTE) students to full-time equivalent (FTE) faculty) shall be according to the calculation in 2004-2005, i.e.:

(i) the number of FTE students equals the number of full-time registered undergraduate and graduate students plus the total number of part-time student headcounts divided by 3.5;

(ii) the number of FTE faculty equals the current full-time faculty as calculated for Statistics Canada, excluding seminary faculty and faculty on unpaid leaves of absence, plus the value of salaries paid to Contract Academic Staff divided by the average salary of full-time faculty;

(d) the University agrees that the complement of full-time faculty members in 2005-06, and for the balance of the Agreement shall be in accordance with the ratio as set out in (b). In adding new full-time faculty positions, the University confirms that all Faculty Members who resign, retire or otherwise terminate their employment with the University will be replaced;

(e) for each new additional full-time appointment made to reach the number in (b) above, plus any appointments in addition to those numbers, the University may add in the initial year of the appointment the equivalent of two one-term intramural courses to the number of courses not included in the limit of courses taught by non-members under 34.4(a);

(f) should revenues from tuition fees and government grants fail to provide sufficient funds to finance the additional full-time faculty appointments specified above, the University shall consult with the Association. In light of these changed circumstances, the Parties shall attempt to revise the schedule of appointments in such a way as to maintain the student/faculty ratio of 23:1, and to maintain the ratio of intramural courses taught by Members and non-members established under Article 34. If these twin objectives cannot be met, the Parties shall agree to revise the student/faculty ratio commensurate with the revenues available.

18.2.3.2

For monitoring student/faculty ratios and the effect of student enrolment on Members' workload, the University shall provide the following reports to the Joint Liaison Committee with a copy to the Association:

(a) by December 1, an initial report on faculty complement and student/faculty ratios. The report shall include: the number of full-time faculty as reported to Statistics Canada; the number of full-time students and full-time equivalent (FTE) students in the November report to the Government of Ontario; the student/faculty ratio for the current academic year expressed as both full-time equivalent (FTE) students to full-time equivalent (FTE) faculty as defined under 18.2.3.1(c), and the student/faculty ratio (FTE students to FT faculty) for the University and for each academic unit, namely the Brantford Campus, the Faculty of Arts, the Faculty of Music, the Faculty of Science, the Faculty of Social Work, and the School of Business and Economics;

(b) by February 15, a final report on faculty complement and student/faculty ratios shall include the information itemized in (a) above. For the report on student numbers, the FTE student enrolment shall be the average of the fall and winter term enrolments as reported to the Government of Ontario. For the report on faculty numbers, the number of FTE faculty shall be the average of the number reported under (a) above, and the number of FTE faculty in the winter term;

(c) when such reports become available, the most recent report of COU and Ministry of Colleges and Universities report on student/faculty ratios for Ontario universities.

18.2.3.3

The University shall have met its obligations under 18.2.3.1(b) if the student/faculty ratio target is met by the report of February 15 under 18.2.3.2(b). If the University has not met the student/faculty ratio target, and no adjustment has been made under 18.2.3.1(f), the University, on or before April 18, shall pay the following:

An amount equal to the shortfall in the number of FTE faculty times the salary of the floor of the assistant professor divided by the number of Members of the Bargaining Unit shall be paid to each Member employed during some or all of the preceding contract year.²⁹

Wilfrid Laurier has separate language for Librarians' complement, as follows.

9.3

Complement of Librarian Members:

19.3.1

The University recognizes the impact of the growth in the number of students on the workload of librarians and the importance of professional librarians in the academic mission of the University. Accordingly, the University agrees to the following:

(a) during the term of this Agreement, any Librarian Members employed in Provisional, Candidacy or Continuing Appointments, who retire, resign, or for other reasons leave the employ of the University shall be replaced by Provisional, Candidacy or Continuing Appointments;

(b) the complement of Librarian Members shall be increased by two (2) Members in 2005-2006, by two (2) additional Members in 2006-2007, and by one (1) additional Member in 2007-2008³⁰

The agreement at Saint Mary's sets a clear percentage of credit courses that must be taught by full-time faculty, with direction that the employer must follow if teaching by full-time faculty falls below the required level.

4.7

With respect to the percentage of credit courses taught by full-time vs part-time faculty:

(a) In each academic year, the full teaching capacity of the authorized full-time faculty allotment including overloads as defined in 15.1.12(m) shall be greater than 70% of the total number of credit courses (FCEs) offered by the University.

i) Full teaching capacity shall be determined by summing the standard teaching loads assigned to each authorized faculty position, including overloads, as defined in Article 15.1.12, excluding any reduction(s) in a member's standard teaching load that has been granted for research or administrative purposes.

(b) No later than February 1 the University shall provide the Union with a list of courses and lab sections taught, together with the names of instructors and the provision of Article 10 under which each instructor held an appointment.

4.8

In the event that the full teaching capacity of the authorized full time faculty allotment falls below the level required under 4.7(a), the University shall authorize an appointment or appointments under Article 10.1.23 sufficient to restore the percentage to at least the required level, taking into account any additional positions that have been authorized under 10.1.10(a) and (b). In the allocation of the additional appointments the needs of those academic units whose full teaching capacity falls most below 70% shall be taken into account. The academic units receiving such appointments may proceed to fill those positions for the following academic year.³¹

Conclusion

Ensuring that workload is fair, reasonable and equitable is a complex matter that involves several components of work. In the areas of assigned workload, the burdens can vary considerably among individual members. Teaching workload for faculty must account at least for the number of credit hours, size of classes, total number of students, and modes of delivery. Professional practice for librarians must account for total number of hours, student contact hours and the nature of projects and collections work that must be performed. Ultimately the total workload of academic staff is affected by total complement and student enrolment.

This advisory suggests best practice in addressing these matters. For further assistance with negotiating workload and complement, please contact CAUT.■

Endnotes

1. Collective Agreement (Faculty, Librarians and Archivists) Between Queen's University Faculty Association (QUFA) and Queen's University at Kingston (2008-2011).
2. Collective Agreement Between the University of Prince Edward Island Board of Governors and the University of Prince Edward Island Faculty Association Bargaining Unit #1, Expires June 30, 2010. Hereafter UPEIFA.
3. CAUT Policy Statement on the Distribution of Workload and Sabbatical Leaves, approved by CAUT Council, November 2001.
4. Collective Agreement between Laurentian University and Laurentian University Faculty Association 2005 - 2008. Hereafter LUFA.
5. Agreement between The Board of Governors, Brandon University and the Brandon University Faculty Association April 1, 2005 to March 31, 2008.
6. Collective Agreement Between St. Thomas University and the Faculty Association of the University of St. Thomas 2007 - 2010. Hereafter FAUST.
7. Collective agreement between the University of Ottawa and the Association of Professors of the University of Ottawa 1 May 2004 to 30 April 2008. Hereafter APUO.
8. LUFA.
9. UPEIFA.
10. Collective Agreement between Brock University and the Brock University Faculty Association (BUFA) July 1, 2006 to June 30, 2008.
11. UPEIFA.
12. Twelfth Collective Agreement Between the Board of Governors of Acadia University and the Acadia University Faculty Association, 01 July 2007–30 June 2010.
13. FAUST.
14. APUO.
15. Collective Agreement between The York University Faculty Association and The Board of Governors of York University 1 May 2006 to 30 April 2009.
16. Collective Agreement (Faculty, Librarians and Archivists) Between Queen's University Faculty Association (QUFA) and Queen's University at Kingston (2008-2011).

17. LUFA.

18. University of Manitoba Faculty Association, 2004-2007 Collective Agreement. Hereafter UMFA.

19. FAUST.

20. Collective Agreement between Mount Saint Vincent University Board of Governors and Mount Saint Vincent University Faculty Association July 1, 2007 – June 30, 2010. Hereafter MSVUFA.

21. UMFA.

22. LUFA.

23. Collective Agreement between The University of Western Ontario and The University of Western Ontario Faculty Association – Librarians and Archivists July 1, 2006 - June 30, 2009.

24. COLLECTIVE AGREEMENT between MOUNT ALLISON UNIVERSITY and THE MOUNT ALLISON FACULTY ASSOCIATION (FULL-TIME FACULTY AND LIBRARIANS) July 1, 2007 to June 30, 2010.

25. UPEIFA.

26. Collective Agreement for Association of Professors of Bishop's University Librarians July 2006 to June 2009.

27. MSVUFA.

28. Collective Agreement between The Board of Governors of the Nova Scotia College of Art and Design (The “Employer”) and Nova Scotia College of Art and Design Faculty Union (The “Union”) July 1, 2007 – June 30, 2011.

29. AGREEMENT between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Full-time Faculty and Professional Librarians July 1, 2005 to June 30, 2008. Hereafter WLUFA.

30. WLUFA.

31. Agreement Between SAINT MARY’S UNIVERSITY and SAINT MARY’S UNIVERSITY FACULTY UNION September 1, 2006 to August 31, 2009.

