

## Framework Agreement

**B E T W E E N:**

**Brock University**

**(“University”)**

**And The**

**Brock University Faculty Association**

**(“BUFA”)**

**Re: Process to Implement Recognition For A Workload  
In Excess of a Reasonable Amount of Unscheduled Teaching**

**Whereas** the Parties have recognized in Article 24.04(a)(iv) of the Collective Agreement that “In addition to reasonable unscheduled teaching responsibilities, the maximum normal scheduled teaching load for faculty members shall be two (2) full graduate or undergraduate courses”;

**And Whereas** the Parties desire a process that defines at what point extra recognition is appropriate because a member has worked in excess of a reasonable amount of unscheduled teaching;

The Parties agree as follows:

### **Commencing September 1, 2011**

1. The Parties agree to the creation of a joint four-person Workload Task Force (WTF) of which two members will be appointed by BUFA and two members will be appointed by the University.
2. The WTF will have a one-year mandate unless otherwise agreed by the Parties. The WTF will commence within 30 days of the ratification of this Agreement. At the end of the one-year period the WTF will provide a report to BUFA and the University.
3. The mandate of the Committee is to review, collect, and collate workload data for the NDWS process and to make recommendations on appropriate workload data collection and dissemination to the Parties. Workload data shall include but is not limited to the following information:

- a. Scheduled graduate/undergraduate teaching loads by individual faculty member, by semester, Department and Faculty.
- b. Overload teaching by individual faculty member and by semester.
- c. Unscheduled graduate/undergraduate teaching loads by individual faculty member, by semester, and by Faculty and Department including the number of graduate/undergraduate students supervised by individual faculty member and by semester.
- d. Comparisons with other Ontario Universities of similar size and range of programs.

#### **Commencing - September 1, 2012**

4. Departments drawing from the data set out in the WTF report will review and update as required their Normal Department Workload Standards ("NDWS"). This will be done in a manner consistent with the Collective Agreement by December 1<sup>st</sup>, 2012. It is understood that any prior NDWS submitted by a Department or approved by a Dean is without prejudice between the Parties.
5. NDWS will be forwarded to the applicable Dean by the Department. The Dean after a review of the data generated by the WTDF may approve the NDWS if it is reasonable. If the Dean does not approve the NDWS, he or she will provide written reasons.
6. If, after the process set out in Article 24.06(a) is completed, a Dean and a Department are unable to agree on the unscheduled teaching component of the NDWS, the dispute will be forwarded to an expedited mediation/arbitration process by no later than March 1<sup>st</sup>, 2013, to the mutually agreed upon Arbitrator Kaplan for resolution. The Parties will prebook two (2) hearing dates with Arbitrator Kaplan for no later than March 31<sup>st</sup>, 2013. A conference call will be held with Arbitrator Kaplan 21 days in advance of the mediation/arbitration hearing to determine the expedited process to be used by the Parties.
7. Arbitrator Kaplan will have the jurisdiction to determine the reasonableness of the NDWS including;
  - a. What is a reasonable amount of unscheduled teaching within a Department beyond which a member should be recognized;
  - b. The course stipend equivalency of unscheduled teaching components; and
  - c. What portion of the teaching overload stipend set out in the Collective Agreement the member should be compensated as a result working beyond a reasonable amount of unscheduled teaching.

In making a decision, Arbitrator Kaplan will base his decision on the normative unscheduled workloads in Departments, Faculties, and other Ontario universities as gathered by the WTF and any other data the parties view as relevant.

8. Prior to being submitted to mediation/arbitration, the Parties will hold a meeting to see if resolution of any of the disputes is possible.

### **Commencing – May 1, 2013**

9. Faculty members may apply for recognition of a workload in excess of a reasonable amount of unscheduled teaching at the time they submit their Annual Report, by submitting an application to their Department Chair or Centre Director. Faculty members may submit an application for both the 2011-12 and 2012-13 academic years.
10. The Chair, after the application(s) is received, will forward the application(s) and the applicable NDWS, to the Dean. The Dean will review the application(s) and the NDWS, and approve the application if the member has worked in excess of a reasonable amount of Unscheduled Teaching as defined by the NDWS. The member will be able either to bank equivalent course relief for use in a subsequent year or to have the equivalent payment deposited to his/her PDR account based on the overload stipend rate in effect at that time.
11. A member whose application is denied may refer the dispute to an expedited mediation/arbitration process chaired by Arbitrator Kaplan for resolution after completing Step 1 of the grievance process set out in Article 10.07 of the Collective Agreement. The Parties agree that all the disputes will be grouped in one expedited hearing before Arbitrator Kaplan. The Parties will prebook two (2) hearing dates with Arbitrator Kaplan for no later than July 31<sup>st</sup>, 2013. A conference call will be held with Arbitrator Kaplan 21 days in advance of the mediation/arbitration hearing to determine the expedited process to be used by the Parties.

### **Disputes Regarding the Framework Agreement**

12. Any dispute regarding the application, administration, or interpretation of this Framework Agreement will be determined in a conference call with Arbitrator Kaplan. A copy of this Agreement will be provided to arbitrator Kaplan.
13. The Parties shall share the costs associated with Arbitrator Kaplan where his services are required by this Agreement.

### **General**

14. This Agreement forms part of the Parties' July 1, 2011 to June 30, 2014, Collective Agreement.

Dated this \_\_\_\_\_ day of September 2011

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For BUFA

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For the University