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April 29, 2022

Attn: Dean JJ McMurtry, LA&PS  
Dan Bradshaw, AVP Labour Relations  
Adam Bereza, Executive Director, Faculty Relations

Sent via email

**Re: LA&PS Workload Framework document**

Dear JJ, Dan and Adam:

YUFA JCOAA representatives have had an opportunity to review the **LA&PS Workload Framework document** released last week to LA&PS.

Below we have documented the Association's initial concerns, comments, and questions regarding this document. This list is not exhaustive and YUFA reserves the right to add to these initial concerns, questions, and comments. As noted, YUFA believes there are several contract violations inherent to the text and subject to Article 9 processes. **YUFA is also giving notice of estoppel as described in more detail below.**

Given the seriousness of some of these issues, we look forward to your response to our questions and concerns as soon as possible.

**LA&PS Workload Framework document, Page 1**

Page 1, first paragraph the document states "*Under the terms of the YUFA collective agreement, Teaching load documents will be submitted to the Dean's Office following each renewal of the Collective Agreement...*". YUFA assumes this is a reference to extant language in 18.08.1 which was previously negotiated through the 2006-2009 collective agreement. Following subsequent bargaining rounds since 2006, the practice has been that units do not submit teaching workload documents following the ratification of the collective agreement. The Employer previously declined to enforce this language in the way that the Employer seems to be relying on now. YUFA relied on this past practice during the recently ratified collective agreement. **YUFA hereby gives notice that the Employer is estopped from enforcing existing collective agreement language in Article 18.08.1 which states "Following the ratification of this Collective Agreement, units shall provide updated teaching load documents".** As outlined in the

collective agreement, this process of submitted teaching load documents is initiated by units and the Employer's enforcement of this language has the effect of permitting the Dean's Office to now initiate the process. Article 17 outlines the process the Employer is expected to follow in effecting a change in existing practices. This process was not followed in this instance and even if it was followed, it is YUFA's position that the Employer is estopped since the Association relied on this practice to settle recent collective agreement negotiations and the Employer has no "reasonable grounds" as required by the collective agreement to amend such practices.

Page 1, first paragraph, the document states that units are required to submit teaching load documents *"...within three months of the agreement's start date or its ratification date, whichever is later"*. The collective agreement language does not speak to a particular time frame by which units are expected to submit these documents.

Additionally, with regard to paragraph one, with reference to 18.08.1 language of the Dean responding within 60 days, YUFA would appreciate clarity on the Employer's understanding as to whether this is working days or calendar days.

Page 1, *"Standard teaching load"*, this section assumes that SRC positions are always teaching stream; however, the parties have agreed that in certain circumstances a unit can propose a professorial SRC position. This agreement should be reflected in this document.

Bottom of page 1 suggests that the teaching stream has a minimum of 2.0 FCE; where has this been established between the parties? YUFA is not aware of any agreement between the parties on these issues and objects to the unilateral assertion of a minimum teaching load for teaching stream faculty.

## **LA&PS Workload Framework document, Page 2**

Similarly, on top of page 2, regarding CLA Professorial, CLA Teaching Stream, and SRCs, where have these minimum teaching loads been established between the parties? YUFA is not aware of any agreement between the parties on these issues and objects to the unilateral assertion of such minimum teaching loads for these positions.

On page 2, CLA Teaching Stream (2.0) is compared to the tenurable Teaching Stream. However, on page 2, there is not a similar distinction made between the two streams within the CLA (3.0) category. What accounts for the differences here? This arbitrary establishment of minimum teaching loads has the effect, for example, of precluding CLAs from taking on particular Appendix P roles or applying for other teaching releases presently available to them. As per YUFA's Notice of Termination of Estoppel to the Employer dated Nov 8/21, it is YUFA's position that Contractually Limited faculty members with less-than 12-month CLA contracts as described in Article 12.07 (a) should have a pro-rated annualized workload as described in 18.08.1.

On page 2, regarding Dean's discretionary leaves, there is an indication that mandatory training may be required for such leaves. What are some examples of training that may be required beyond the EDI example provided? For example, if a member receives a release for an editorial position at a journal, what would be the mandatory training required?

On page 2, re: course release for YUFA service, the historical practice between the parties is that course reductions for YUFA service are not subject to any teaching load minima. This should be made clear in

such a document.

On page 2-3, the document states that there is a *“standard reduction in the Teaching Load of both Canada Research Chairs(“CRC”) and York Research Chairs (“YRC”) of 50% of the standard load”*.

YUFA assumes ORCs and CERCs are also included here and therefore the word “both” should be omitted, and these other externally funded Chair-ships should be included.

On page 2, several leaves were missed in this list that offer course releases and reduced teaching load such as educational leaves and the new Art 19.33 course release for faculty who self identify as Indigenous or as racialized, among other leaves.

### **LA&PS Workload Framework document, Page 3**

On page 3, what is meant by “caps” on particular courses? Course enrolment is variable depending on various courses in various units (e.g., Language classes). There seems to be an implication that caps are a minimum and not a maximum by the words “at least” in the 3rd, 4th and graduate level courses. YUFA objects to this latter interpretation of a “cap” and is generally unclear otherwise as to what is meant by this term as described in the current document.

On page 3, *“capped at least”* should be *“capped at at least”* – typo.

### **LA&PS Workload Framework document, Page 4**

On page 4, what is meant by “cap” here? The doc suggests that some courses are to be adjusted such that some classes are larger and others smaller but how does this relate to the principle of equity and fairness as noted on page 2 and the reference to “caps” there?

On page 4, do all of these bullets apply to all faculty, including teaching stream (e.g., bullet #2)?

On page 4, bullet 3 referencing ‘diversity of experience’ for students while well intentioned, does not necessarily accomplish what YUFA assumes the Employer means by ‘diversity of experience’. For example, if a faculty member teaches large introductory classes for several years and then gets rotated to a second- or third-year course, the faculty member may have taught a significant number of these students in previous years. If they had remained in the introductory course, the student would actually experience more diversity of instructor. While we can appreciate the principle of nobody owning courses, it might be better to state that more directly, rather than invoke other explanations.

On page 4, third bullet, the employer writes *“Courses are assigned by programmes in consultation with the Dean’s office”*. YUFA agrees that the typical practice for course assignment for faculty members is that units and programmes assign courses within units in consultation with the Dean’s Office; however, as per Art 18.08.3, normally, units determine the structure, format, and mode of delivery of courses in conformity with the requirements of curriculum approved by Senate and in accord with established practices.

On page 4, the doc suggests that *“large/introductory/required/core courses”* should be rotated. While YUFA appreciates the notion that no one faculty member can ‘own’ a course, and also that, for example, teaching stream colleagues are entitled to teach courses beyond only large/introductory/required/core

courses, presumably collegiality and expertise will be respected, particularly since certain faculty have expertise in particular fields which means they may teach certain core courses routinely, especially in smaller programs.

On page 4, what is meant by “*offload*”? This should be defined as it does not appear in the CA (which instead refers to overload). The definition JJ gave at our most recent JCOAA meeting (relating to e.g., HRM) is different from the definition used in e.g., AMPD, so to prevent confusion with respect to contractual matters at the University, this should be defined clearly, even if it is just for the purpose of this particular document.

Page 4, third bullet from the bottom regarding banking course release, YUFA assumes this is not absolute and there should be a “normally” as part of this bullet. Indeed, emergency situations do arise where a colleague may be asked to step in to teach for a fellow colleague. However, if a faculty member is required to give up their release, this would be a disincentive and under such circumstances, YUFA would object to colleagues being required to take on teaching or other responsibilities.

#### **LA&PS Workload Framework document, Page 5**

Page 5, overload is “*normally*” to be paid at the YUFA rate; what circumstances, beyond those programs already identified in Article 25.09 for which the stated overload rates do not apply, would suggest an alternative to ‘normal’ circumstances? What would an alternative be that did not violate the CA?

Page 5, second bullet referring to graduate supervision being distributed equitably, this is challenging given that matching of faculty to graduate students is based on both the students’ areas of research and the expertise and specialties of faculty. The Employer’s suggestion that “*Graduate supervision should be spread equitably*” would require more dialogue within units in relation to graduate student application and admission processes.

Page 5, bullet beginning with “*Very large courses with large numbers of Teaching Assistants...*”, YUFA has not been aware of this Employer approach being suggested to units. What is the rationale for this advice? As well, regarding the third bullet where there are “*inequities, either those imposing costs or accruing benefits, they should be shared across the unit*”, what is the practical and contractual implication of this statement?

Page 5, “*Faculty members are expected to provide service, as appropriate, at the unit, Faculty, and University levels*”; a requirement that YUFA members must engage in service work **at all of** these levels within a sabbatical cycle has never been a stated expectation or practice and violates the YUFA CA. The Association notes that this statement also excludes YUFA service. If the intention with this statement was to assert as per Article 18.08.6 and the description of service in the Senate T&P documents, that a YUFA member’s service at any of these various levels will be counted toward fulfilling service obligations, then this should be clarified so it does not read as if YUFA members are required to provide service **in all of** these areas in any one sabbatical cycle.

Page 5, last line, the implication is that professorial faculty must be granted the 18.15 research release in order to be granted sabbatical; YUFA’s position is that such an implication violates the CA.

This concludes our preliminary questions, concerns, and comments about the **LA&PS Workload Framework document** at this time. We look forward to your prompt attention to this matter.

Sincerely,

Nick Mulé  
JCOAA Co-Chair, YUFA