

Négociations 2011 Negotiations

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Please note: This bulletin is intended for informational purposes only.

1. KEY MESSAGES – APUO TABLES ALL NON-MONETARY PROPOSALS

Negotiations between APUO and the Employer are underway with 8 meetings held so far. APUO has tabled all of its non-monetary proposals.

Key APUO proposals for professorial members include:

- Improving leave policies so that they are more in line with other peer institutions:
 - Reducing from 8 to 7 years of credited service the time between fully compensated, full year academic leaves;
 - Instituting an enhanced reimbursement of professional expenses incurred while on academic leave;
 - Improving maternity and parental leaves; and
 - Creating a compassionate care leave policy allowing members to care for gravely ill family members for up to 6 months.
- Ensuring fair workloads by (i) incorporating the results of the 1992-94 benchmarking study (which is to act as the historical benchmark for current workloads); (ii) making more transparent the current normal teaching load of a department as well as the process followed and factors considered when an individual member's assigned teaching load seems substantially different than a current normal load; (iii) streamlining and expediting disputes resolution around workload assignments.
- Widening the definition of 'scholarly activities' in order to more explicitly include activities which pursue the scholarship of teaching and learning.
- Ensuring that all regular faculty workloads continue to include meaningful engagement with scholarly activities (in the broadest definition provided in the collective agreement Article 20).
- Increasing the number of course load reductions available to members working on APUO business.
- Several other minor wording amendments to ensure consistency within the collective agreement.

Key APUO proposals for librarians include revisions to:

- promotion criteria and process (i.e. eliminate distinct "administrative" and "scholarly" career tracks at upper ranks);
- performance assessment processes;
- the definition of professional activities; and
- the balance between scheduled duties and time for scholarly activities.

2. NEGOTIATING TEAMS AND PROGRESS

For your information, the negotiating team for the Employer is made up of the following individuals:

- Jean-Yves Leduc, Director Faculty Affairs and Labour Relations, Human Resources (Lead Negotiator)
- François Houle, Vice-President Academic and Provost
- Antoni Lewkowicz, Dean of the Faculty of Arts
- Claude Laguë, Dean of the Faculty of Engineering
- Leslie Weir, University Chief Librarian
- Pierre Mercier, Associate Vice-President, Institutional Research and Planning

The following meetings have taken place between the APUO and Employer teams. Reminder: negotiations call for a two-stage process whereby all normative provisions (Articles 1 through 39 of the collective agreement) must be settled before we negotiate monetary items (Articles 40 and 41):

- April 21st - an initial meeting to establish a common understanding of the bargaining process, to review the rights and duties of the parties and to schedule a series of bargaining meetings.
- June 1st, 15th, 16th, 29th, 30th, July 6th and 7th – meetings to exchange proposals. Meetings will resume at the end of July.
- The APUO submitted all of its normative (i.e. non-monetary) proposals on June 16th. The Employer completed tabling all of its non-monetary proposals on June 30th.

3. PROFESSORS – IMPROVING LEAVE POLICIES

A number of the current academic and other leave policies contained in (or absent from) the collective agreement need to be improved in order to reflect those at peer institutions and to take into account the new realities of the conditions that many members commented upon during the consultation phase. As such, the APUO has submitted proposals intended to improve these policies.

(a) Value of Credited Service for Academic Leaves

- Currently, APUO professorial members receive a credit of 12.5% per year of credited service for academic leave, which translates into 6 months at 100% salary after every 4 years of service and 12 months at 100% salary after 8 years of service.
- In many other peer institutions, members receive leave more frequently – e.g. 12 months leave after 7 years of service – which, over the course of a career, means that our members receive significantly less leave support for their research.
- The Association is therefore proposing an increase from 12.5% to 15% in the value of each year of credited service to be applied to an academic (sabbatical) leave. This would mean that six-month leaves would be taken after 3 years at 90% or after 4 years at 100% of nominal salary. Full year leaves could be taken after 4, 5, 6 or 7 years of credited service at respectively 60%, 75%, 90% or 100% of nominal salary. In addition the Association is proposing that the first academic leave in a member's career be taken, upon eligibility, at 100% after six years.

(b) Reimbursement of Professional Expenses while on Academic Leave

- Currently, professorial members receive a certain amount (\$1600 this year) for professional expenses reimbursement each year. However, professors who travel outside of the Ottawa region to undertake sabbatical research are not reimbursed for any of the additional expenses they incur. Once again, this reduces our members' abilities to undertake high level and intense forms of research to which our members and the Employer strive.
- Therefore, the APUO is proposing that professors be eligible for additional reimbursement of professional expenses incurred in the course of pursuing an approved sabbatical project while on academic leave. This reimbursement would amount to a maximum of \$4,000 for a leave of less than 28 days at a single location located more than 200 kilometres from Ottawa and the member's permanent residence. It would increase to a maximum amount of \$16,000 for a leave of 28 days or more. This entitlement would not replace or be reduced by the normal reimbursement of professional

expenses, nor any conversion of salary to professional expenses, nor any other financial aid received for the project from internal or external sources.

(c) Maternity and Parental Leaves

- The Association proposes to increase remuneration during maternity leave from 95% to 100% of regular pay for the first ten working days and similarly to increase the “top-up” of employment insurance benefits to 100% during the subsequent 18 weeks of leave.
- The Association proposes the same increases to the parental leave benefit available for a total of 20 weeks (instead of 13) during the first 52 weeks after the child is born or comes into the custody and care of the parent for the first time.
- The Association further proposes that extended parental leave be extended from one year to two years (note: extended leave beyond the period of 20 weeks would be without pay) as is currently the case.

(d) Compassionate Care Leave and Allowance

- Currently, the collective agreement states that the Employer may, at its discretion, grant employees a leave of absence, with or without pay, to care for a spouse or parent (Article 29.3.1.(f)).
- The APUO is proposing a more robust compassionate care leave and allowance policy to better address the needs of members who must care for gravely ill family members. Specifically, the APUO is proposing a new entitlement of leave to care for gravely ill family members for an initial period of 8 weeks, extended by six months should circumstances warrant. A compassionate care allowance would provide members with 100% of regular pay during the two-week waiting period for EI benefits and a “top-up” to 100% for the time (up to 8 weeks) the member is in receipt of EI benefits for compassionate care. If a member is disentitled or disqualified from receiving these EI benefits, or should EI cease to provide these benefits, the member would still receive 100% of regular pay for up to 8 weeks.

4. PROFESSORS - ADDRESSING WORKLOAD ISSUES (ARTICLE 22)

Issues surrounding workload, both of volume and process for assigning annual workloads, have long been major concerns of both the membership and the APUO. In fact, over the last 10 years, this has become the dominant issue for many members. Three areas stand out: (1) concern that workloads in departments or units have significantly increased over a period of many years; (2) a sense that there is often little transparency about how *teaching loads* are assigned for each member’s annual workload; and (3) the belief that the processing of disputes that arise from workload assignments is often very lengthy (i.e. untimely) and cumbersome. The Association is therefore proposing the following:

Ensuring fair workloads

- A joint Employer–Association workload study was initiated two bargaining rounds ago has now been completed. This study established a historical benchmark, based on average teaching loads for the years 1992-94 for each department. Article 22.2.1.1 of the current agreement states that “(i)n each department, the *normal teaching load* per member shall be determined by the actual teaching loads in that department in the academic years 1992-1993 and 1993-1994. These departmental benchmarks consider course credits, student contact hours, graduate and undergraduate supervisions (during the period of time normally required to complete the degree), teaching assistance and course repetitions during the same year, and also take into account course relief, leaves and any teaching load adjustments applying to individual members in the unit.
- Now that this study has been completed, the Association proposes to remove the provisions addressing the conduct of the study itself and rather include the overall historical data as a new Appendix to the collective agreement, so that it may be made widely available to members. This data shall also be included in the annual description of a member’s workload.

Clarifying teaching load assignments

- Article 22.2.1.2 of the collective agreement states “The teaching load of a faculty member shall not differ substantially from the normal teaching load per member for her department ...”. The agreement then

specifies how the total effort required by a course is to be determined and lists exceptions to the application of this Article. For this provision to be enacted, each department is required to establish annually, for the most recent period for which such information is available, the *current normal teaching load*. Article 22.2.4.2 requires a dean, when informing a member of her teaching assignment for the next academic year, to explain how the factors or exceptions listed in the collective agreement apply that may result in a teaching load which may appear substantially different from the *current normal teaching load* in the department or unit.

- The Association wishes to render the required information provided to members in this regard more explicit and transparent, and increase members' confidence in the process of teaching load assignment. In this light, we propose to establish a university-wide workload review committee that will annually receive, review and issue a final determination as to the *current normal teaching load* for each department or unit.

Resolving workload assignment disputes more efficiently

- Workload disputes have become time-consuming and complex. To expedite timely and effective resolution, the Association proposes to refer such matters to the Formal Grievance Committee (FGC) for the purpose of adjudicating the application and interpretation of *normal teaching load* per member in a department or unit and/or a member's teaching assignment. These procedural changes include establishing earlier deadlines in the workload assignment process, waiving the Step-One meeting, and increasing the number of potential appointees to the FGC.

Other proposals

- In addition to these three main proposals regarding workload, the Association has also tabled a proposal to extend the reduction in teaching load granted to newly-appointed regular assistant professors to include members appointed as lecturers, pending completion of their doctorate, in tenure-track positions.

5. PROFESSORS – SCHOLARSHIP OF TEACHING AND LEARNING

In line with many other universities (see, for example, the Carnegie Foundation's definition at <http://sotl.illinoisstate.edu/downloads/pdf/definingSoTL.pdf>), the APUO sees the advancement of the scholarship of teaching and learning as an essential part of the mission of higher education and an essential component of the duties of any of its members who are engaged or wish to engage in it.

The Association therefore proposes to expand the definition of scholarly activities of faculty members, Article 20.3.1.1(d), in the following manner:

- innovation in teaching and learning
 - creating and evaluating teaching and learning methods and materials
 - publishing Articles in journals for the scholarship of teaching and learning
 - writing and reviewing textbooks and related teaching and learning material (visual aids)
 - organizing and presenting at conference workshops
 - incorporating tools and strategies from workshops into teaching and learning
 - writing opinion papers in journals on the scholarship of teaching and learning
 - creating websites and online seminars related to the scholarship of teaching and learning
 - supervising and mentoring students doing projects, research projects, and co-op projects
 - mentoring other teachers, at the university, college and high school levels
 - popularizing a field of research via the media.

6. PROFESSORS – REPLACEMENT PROFESSORS AND OTHERS

As many of our members are aware, in the previous several rounds of bargaining, the Employer sought to appoint certain types of faculty with higher teaching loads on a temporary, limited-term basis in order to deal with the temporary increase in enrolments arising from the "double cohort" following the 2003 abolition of grade thirteen from the Ontario high school curriculum. The APUO cooperated then with the Employer by

signing at that time a number of memoranda of understanding that permitted the appointment of such faculty on a temporary basis who carry higher teaching loads, in some cases, up to 21 credits annually.

These Memoranda of Understanding were, however, explicitly understood as temporary agreements aimed at dealing with a very specific and limited challenge linked to the double cohort.

The APUO continues to support members who were hired under these provisions and has worked to ensure that these members are offered the contract extensions allowed under the memoranda.

That said, it is the position of the Association that the current provisions covering faculty appointments and workload, permit to appoint regular, tenure-track faculty with higher teaching loads and to assign under certain specific conditions current faculty higher than normal teaching loads – and thus, that a new, special category of professor with higher teaching loads is not necessary. Such heavier involvement in teaching must be compensated or justified by a lesser involvement in scholarly activities or academic service. To ensure that, all in all, every member has a fair workload, the APUO has been, and continues to be, interested in working with the administration to find a way to properly implement this (already existing) flexibility of the collective agreement.

APUO believes that working with the existing provisions of the collective agreement would better serve the quality of higher education and better reflect the teaching needs of the institution and its employees, as opposed to extending the Memoranda and their current terms, or creating a new “class” of permanent positions that categorize these professors as being different and less valued. APUO believes that every faculty member should enjoy the same rights, benefits and protection offered by the collective agreement.

To the same extent, it is the position of the Association that, to preserve the uniqueness and the quality of the university teaching experience, all regular faculty members must be fully qualified and have meaningful engagement in scholarly activities in the broadest definition provided in the collective agreement (Article 20), including scholarship of teaching and learning. This may mean some Faculties need to examine their scholarly engagement requirements in career decision-making.

To define scholarship so narrowly as to preclude the hiring of faculty qualified and needed to teach in areas required to deliver programs of study is not in the best interests of the university.

With regard to individuals currently serving in the limited-term positions created under memoranda of understanding, it is the position of the APUO that regular, tenure-track appointments be created for which these members may apply in an open, posted *bone fide* competition in accordance with all the normal criteria used to evaluate such competitions. Where prior appointments already fully met these requirements, transfers may be considered.

On an unrelated note with respect to the issue of limited-term appointments, the Association proposes to extend to 36 months the terms of replacement professors who apply for and obtain a peer-reviewed grant from a national or international funding agency.

7. PROFESSORS – WORKLOAD REDUCTION FOR APUO BUSINESS

As we all know, the size of the university and the APUO has grown significantly over the last 10 years. Student enrolment grew by 55% from 2000 to 2009 (24,500 to 38,000). The APUO membership went from 856 in 2000 to 1230 today, which, although not fully proportionate to the rise in student enrolment, represents a significant 44% growth. As a result, the APUO has also witnessed a massive multiplication and increase in complexity of the issues, challenges, and needs of its members.

In order to create the much needed capacity to meet these new responsibilities, the Association proposes a full course load reduction for the president and liaison officer of the Association (instead of the current half course load reduction) and an increase from 5 to 10 sessional course reductions in any regular term available to members conducting APUO business.

8. PROFESSORS – OTHER CLARIFICATIONS

- To achieve consistency with other provisions of the collective agreement that define scholarly works, the Association proposes to replace the requirement for “written works” in the consideration for equivalence of a doctorate with “scholarly works whose form makes peer evaluation possible, and which aim at being communicated in a form permitting peer evaluation”.
- The Association proposes that members appointed to regular, tenure-track position prior to completion of a doctorate as lecturers be promoted to assistant professors upon fulfilling the relevant requirements on the following May 1st automatically without having to file an application.

9. LIBRARIAN PROPOSALS

(a) Promotions to senior librarian ranks

- In the last negotiations, an Employer-proposed change was made to the process and criteria to the senior-most ranks 4 and 5 for librarians that created two career streams: ‘research’ and ‘administrative’. It was advanced by the Employer at the time that this enhancement of access to promotion of librarians occupying a major administrative position was necessary to motivate librarians to seek out and assume such positions and to reward those who had. Members having held a major administrative position could thus be promoted with fewer years of experience in the previously held rank, with fewer previous years of assessed performance overall and with less favourably assessed scholarly or service activities. Furthermore, members having held major administrative positions could forego external assessment in favour of assessors “from within the university community”. (art. 18.2) Librarian members have found the use of promotions to favour members on the basis of their appointed positions to be divisive and cumbersome to administer and prefer a return to a merit-driven promotions process.
- The Association proposes to eliminate the two streams for promotion to senior ranks, though maintaining the possibility for librarian members in major administrative positions to compensate for less favourable assessment of scholarly or service activities, with a more favourable assessment of performance of administrative activities. This could be compared with the possibility of “outstanding” teaching that is “significantly in excess of the norm” may compensate for less favourably assessed scholarship in promotion to full professor rank.
- The Association further proposes that assessors of the quality of scholarship in promotions be outside assessors.

(b) Performance measurement

- Librarians are assessed in the performance of their various duties as “less than satisfactory”, “satisfactory” or “more than satisfactory” (art. 23.5.1.4). To be promoted to the two senior ranks, librarians have to be ranked in the highest category, something considered by librarian members as problematic. Given that the ranks themselves are progressive, it is felt that “satisfactory” performance of one’s duties at the level expected for the previous rank is sufficient for promotion to

the next rank. This is similar to the promotion criteria for faculty, where members are expected, for promotion to both associate and full rank, to have in each case maintained a level of scholarship “of good quality”, teaching that “meets expectations” and “satisfactory” service.

(c) Librarian activities

- In addition to the removal of a distinct “administrative stream” promotion process, the Association proposes to incorporate administrative activities (art. 20.5.2) into the definition of Professional activities (art. 20.5.1) and to expand these to include activities related to information technologies.
- The Association proposes to expand the definition of librarian scholarly activities to include teaching and development of instructional methods and materials.

(d) Librarian scheduled duties

- Following up on the continued professionalization of the work of our librarian members, the Association is prepared to accept greater flexibility in librarian hours of work (Article 22.3.3) and entitlement to time free of scheduled duties dedicated to scholarly activities.

This completes the list of normative proposals (i.e. non-monetary Articles 1 through 39 of the collective agreement) tabled by the Association in the 2011 negotiations.