

Improve student-professor ratios

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

7.2.1 Limits

7.2.1.1 In recognition of the recent growth in the number of students, the changing profile of the University, the objective to improve the quality of Education, the objective to improve the student experience, and the Government of Ontario's objective of improving Student/Faculty ratio, the parties agree to the following measures to improve, maintain and monitor the Student/Faculty ratio.

7.2.2 Student/Faculty ratio

7.2.2.1 The parties agree to calculate the Student/Faculty ratio as follows:

- (a) The Student/Faculty ratio shall be calculated as the full-time equivalent (FTE) Students divided by the FTE Faculty.
- (b) Whereby "FTE Faculty" shall mean the number of full-time equivalent, tenure-track and tenured Association faculty members as of 31 October.
- (c) And "FTE Students" shall mean the number of full-time equivalent University of Ottawa students, taken from the table reflecting the data from which the official student declaration report is generated for the government, and shall include both eligible and ineligible undergraduate and graduate students as defined for government funding purposes, but not medical residents who are off campus.
- (d) The number of undergraduate students included in the above calculation shall mean the combined Fall and Winter term FTE registrations, with the winter registrations being estimated based on the previous year's Winter/Fall ratio.
- (e) The number of graduate students included in the above calculation shall mean the Fall term FTE registrations.
- (f) It is agreed that the calculation of the Student/Faculty ratio shall be set out in a spreadsheet broken down by Faculty and academic unit. This spreadsheet is to be provided to the association by 1 October of each academic year and make public.

7.2.2.2 The employer shall decrease the above noted Student/Faculty ratio by at least two (2) points each year until the lower of a ratio of 17.2 or the average reference ratio for 1992-1994 is achieved (this ratio shall be referred to as the "Target Faculty Ratio"). The reduction set out under this paragraph shall be done without increasing the proportion of teaching staff who are non-APUO faculty members. Moreover, the University agrees that the number of tenure-track and tenured faculty member appointments shall not be fewer than the number of those appointments in the 2015-2016 contract year.

7.2.2.3 The Employer shall provide a report with all Student/Faculty ratios on 1 October of each year to the Association. Student/Faculty ratio shall be reported for the University as a whole and for each individual Faculty and academic unit.

7.2.2.4 If the Target Faculty Ratio is not met in a given year, an amount shall be paid to each faculty member employed as of 1 September during some or all of the current contract year. This amount will be equal to the shortfall in the number of FTE Faculty over the two consecutive years of the shortfall times the average faculty member salary divided by the number of faculty members as of 1 September of the second year of the shortfall.

7.2.3 Student/Librarian Ratio:

7.2.3.1 The parties agree to calculate a Student/Librarian ratio as follows:

- (a) The Student/Librarian ratio shall be calculated as the full-time equivalent (FTE) Students divided by the FTE Librarian.
- (b) Whereby “FTE Librarian” shall mean the number of full-time equivalent, regular Association librarians, as of 31 October, excluding individuals hired on a Part-Time basis or temporary staffing pursuant to article 17.7.2.
- (c) And “FTE Students” shall mean the number of full-time equivalent University of Ottawa students, taken from the table reflecting the data from which the official student declaration report is generated for the government, and shall include both eligible and ineligible undergraduate and graduate students as defined for government funding purposes, but not medical residents who are off campus.
- (d) The number of undergraduate students included in the above calculation shall mean the combined Fall and Winter term FTE registrations, with the winter registrations being estimated based on the previous year’s Winter/Fall ratio.
- (e) The number of graduate students included in the above calculation shall mean the Fall term FTE registrations.
- (~~a~~)(f) It is agreed that the calculation of the Student/Librarian ratio shall be set out in a spreadsheet. This spreadsheet is to be provided to the association by 1 October of each academic year and make public.

7.2.3.2 The employer shall decrease the above noted Student/Librarian ratio by at least forty (40) points each year until the lower of a ratio of six hundred (600) or the average reference ratio for 1992-1994 is achieved (this ratio shall be referred to as the “Target Librarian Ratio”). The reduction set out under this paragraph shall be done without increasing the proportion of librarian who are non-APUO members. Moreover, the University agrees that the number of permanent librarian appointments in the Association shall not be fewer than the number of those appointments in the 2015-2016 contract year.

7.2.3.3 The Employer shall provide a report with all Student/ Librarian ratios on 1 October of each year to the Association.

7.2.3.4 If the Target Librarian Ratio is not met in a given year, an amount shall be paid to each librarian member employed as of 1 September during some or all of the current contract year. This amount will be equal to the shortfall in the number of FTE Librarian over the two consecutive years of the shortfall times the average librarian member salary divided by the number of librarian member as of 1 September of the second year of the shortfall.

22.1.2 Annual description

*22.1.2.2 Without limiting the generality of the principles stated in 22.1.1, and subject to other provisions of this agreement, the description sent by the dean to the member shall include:

- (b) the description of the member’s teaching assignment, shall include information relating to the factors of a member’s actual teaching load as set out in section 22.2.1.45(a);

Section 22.2 - Teaching

22.2.1 Teaching load

*22.2.1.1 In each department, the normal teaching load per member is determined by the actual teaching loads in that department in the academic years 1992-1993 and 1993-1994, as per appendix J.

Except pursuant to 22.2.1.98, the normal teaching load per member for a department shall not be increased during the period covered by this agreement. It is understood that 22.2.1.8-9 shall not be used to circumvent any reductions which result from 22.2.1.2.

- *22.2.1.3 The teaching load of a faculty member shall not differ substantially from the normal teaching load per member for her department except where
- (a) the member is notified pursuant to 22.1.2.45; and
 - (b) such differences are justified by factors such as those in 22.2.1.54; or
 - (c) such differences are justified by the extent of the members' respective involvement in nonscheduled teaching duties such as supervision of individual work or studies by undergraduate or graduate students, or responsibility for directed reading courses; or
 - (d) such differences occur pursuant to 22.2.1.5-6 or 22.2.1.67.

*22.2.1.4 Class sizes

- (a) It is agreed by both parties that for the reference years 1992-1994, the distribution of undergraduate class sizes at the University of Ottawa were as follows: X% of all undergraduate courses had between one (1) and twenty-nine (29) students, Y% of all undergraduate courses had between thirty (30) and one hundred (100) students, and Z% of all undergraduate courses had more than hundred (100) students.
- (b) Every year for the duration of this agreement, the distribution of class sizes across the University of Ottawa will adhere to the following limits
 - (i) the proportion of total undergraduate level classes which have between one (1) and twenty-nine (29) students will not be less than X%
 - (ii) the proportion of total undergraduate level classes which have between thirty (30) and one hundred (100) students will not be greater than Y%.
 - (iii) the proportion of total undergraduate level classes which have more than hundred (100) students will not be greater than Z%.
- (c) For any graduate level class, enrolment will be capped at twenty (20) students.
- (d) Notwithstanding 22.2.1.4(c), the DTPC may revise upward or downward the cap on graduate level class-size for any course given in the department, provided this modification is based on well-established current pedagogical practices in the subject.
- (e) Each department or unit will establish caps on class sizes for all undergraduate level courses given by the department or unit. These caps will take into account the overall university-wide limits given in 22.2.1.4(b) above, as well as the overall pedagogical goals of the department. These departmental caps will be reviewed each year by the DTPC or an equivalent committee comprised of faculty members within each department or unit. In order to respect these caps, multiple sections of the same course must be created when necessary.
- (f) No later than 15 July of every year, the employer will provide the APUO with data on class sizes for all courses given at the University of Ottawa in the previous year from 1 July to 30 June.

(Change numbering for the remainder of this section)

- *22.2.1.67 A member's teaching load may be more than provided for in 22.2.1.3 (a) —when a member's teaching skills justify a heavier involvement in teaching and the FTPC finds, in light of the member's annual report, that the time for doing so is available because of a lesser involvement of the member in scholarly activities or academic service; or (b) —in the case of a replacement professor in the first year of employment, provided the professor is not required to do research beyond that necessary for her teaching and is not expected to assume any academic service activities.

*22.2.1.78 The provisions of 22.2.1.56 and 22.2.1.76 can only be applied with the agreement of the member and the dean. In the case of 22.2.1.67 the member shall not unreasonably refuse such agreement. Where the member and the dean agree to such an arrangement, the terms of the arrangement shall be explicitly recorded in the member's file and shall be taken into account in the course of any future evaluation of the member's performance.

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

APUO Complement

THE PARTIES AGREE that:

1. For the duration of the 2016-2020 Collective Agreement, the Employer agrees that the number of APUO members shall not be fewer than 1301 members.
2. The 1301 member count is inclusive of the **Continuing Appointment Professors (CAP)** appointments.
3. The Employer will create and start the hiring process for 80 net new tenure-track professors, 1 tenure-track language teacher and 1 continuing appointment librarian throughout the duration of this Collective Agreement.
4. Prior to the expiry of the 2016-2020 Collective Agreement, the APUO complement shall be 1301 members plus 80 net new tenure-track professors, 1 language teacher and 1 continuing appointment librarian for a total of 1383 members.
5. From the expiry date of the 2016-2020 Collective Agreement, the 1383 positions number will become the new complement base number to be relied upon by both parties, unless negotiated otherwise.

For the Employer

Date

For the Association

Date

Preferential Right of Teaching

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Article 7 Employment of non-members

7.1 **Conditions** The parties recognize that members of the Association have primary responsibility for the development of academic programmes, the development of pedagogies and teaching at the University. As such, members shall be given preference over any non-members in the allocation of the teaching of courses on campus. Persons who are not members of the bargaining unit covered by this agreement, hereinafter called non-members, may be assigned work of the type normally included in the workload of members of the bargaining unit only under the following conditions.

(c) Any courses which are not staffed by members of the bargaining unit as part of their assigned teaching load may be assigned to APTPUO part-time professors, **sessional lecturers**, visiting **professors** or **professors** seconded **professors from other institutions**. In any two (2) consecutive terms, **a sessional lecturer or an APTPUO part-time professors, visiting or seconded professors** shall not be given a teaching assignment equivalent to more than five (5) regular one-term courses.

*22.2.5 **Additional teaching** Faculty members may request to teach courses in addition to their assigned teaching load subject to the following conditions.

- a) The request shall be submitted to the department chair before the chair forwards the proposed teaching assignments to the dean.
- b) The dean may refuse to assign an additional course to a member if:
 - i. after consultation with the chair, she determines that a regular full-time faculty member is more suitable to teach that course;
 - ~~ii. after consultation with the chair and the DTFC and the FTFC, she determines that this is likely to interfere with the quality of the member's performance of workload duties.~~
- c) In any one academic year, a member's "additional teaching" shall not exceed the equivalent of 2 regular one-term courses. Involvement in additional teaching cannot compensate for weakness of the member's performance in other components of workload.
- d) Compensation for additional teaching shall be in addition to the member's salary and shall be in accordance with 41.6.1.
- e) The chair shall inform the department members who have requested additional courses of those courses which will not be staffed by members as part of their teaching assignment.

Sessional lecturers

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

Definition

~~SESSIONAL LECTURER: a person appointed at the University of Ottawa for the purpose of teaching, or participating substantially in the teaching of, particular regular courses and employed under the terms of a contract not exceeding 8 months' duration.~~

7.1 Conditions *The parties recognize that members of the Association have primary responsibility for the development of academic programmes, the development of pedagogies and teaching at the University. As such, members shall be given preference over any non-members in the allocation of the teaching of courses on campus.* Persons who are not members of the bargaining unit covered by this agreement, hereinafter called non-members, may be assigned work of the type normally included in the workload of members of the bargaining unit only under the following conditions.

(c) Any courses which are not staffed by members of the bargaining unit as part of their assigned teaching load may be assigned to APTPUO part-time professors, ~~sessional lecturers~~, visiting professors or ~~professors~~ seconded ~~professors from other institutions~~. In any two (2) consecutive terms, ~~a sessional lecturer or an APTPUO part-time professor~~, *visiting professors or seconded professors* shall not be given a teaching assignment equivalent to more than 5 regular one-term courses.

7.3.1 The Employer's liaison officer advises the Association:

- (a) of the budgets, as of 1 May of the current year, which have been allocated in each faculty for the appointment of teaching staff with professorial ranks and language teachers who are members of the bargaining unit, visiting or seconded professors, *part-time professors* ~~sessional lecturers~~, and students assigned teaching duties;
- (b) of the salaries paid in each faculty during the fiscal year in the categories described above;
- (c) of the number of teaching staff, as of 1 May of the current year, with professorial ranks and language teachers who are members of the of the bargaining unit, visiting or seconded professors, part-time professors, and students with assigned teaching duties.*

*10.1.2 It is understood that the provisions of this article apply only to the conduct of the representatives of the employer and members of the bargaining unit. The employer, however, acknowledges that, where possible and appropriate, similar standards shall be applied in regulating the actions of its other employees ~~as well as sessional lecturers~~.

17.1.1.4 A person may also be appointed as ~~a sessional lecturer, or as~~ an adjunct professor, in accordance with the provisions of 17.5.

Section 17.5 - ~~Sessional Lecturers and adjunct~~ Adjunct professors

~~17.5.1~~ Sessional lecturers

~~*17.5.1.1 Any qualified person may be appointed as a sessional lecturer, for the purpose of teaching, or participating substantially in the teaching of, particular courses which are not staffed by members.~~

~~*17.5.1.2 The term of appointment of a sessional lecturer shall not exceed 8 months but there shall be no limit on the number of reappointments.~~

17.5.21 Adjunct professors

*17.5.21.1 A scholar, an artist or a professional may be appointed as an adjunct professor in a University of Ottawa academic unit, for the purpose of performing a specific and valuable academic function --

such as supervising internships, research or theses, or conducting seminars, workshops or special classes -- which is not in the circumstances performed by members of the academic staff.

*17.5.21.2 The term of appointment of an adjunct professor shall not exceed sixty (60) months but there shall be no limit on the number of reappointments.

*17.5.32 **Consultation** In the matter of appointment or reappointment of ~~sessional lecturers or~~ adjunct professors, the decision is made by the employer after consultation with the department concerned and its chair. The procedures governing such consultation shall be established by the department assembly.

~~17.8.4 — Sessional language teachers~~

~~*17.8.4.1 — Any qualified person may be appointed as a sessional lecturer in the Institute, for the purpose of teaching one or more courses which are not staffed by language teacher members as part of their assigned teaching load. A person so appointed shall be referred to as a sessional language teacher. A sessional language teacher is not a member of the bargaining unit.~~

~~*17.8.4.2 — The term of appointment of a sessional language teacher shall not exceed 8 months, and there shall be no limit on the number of reappointments.~~

~~*17.8.4.3 — In the matter of appointment or reappointment of sessional language teachers, the decision is made by the employer after consultation with the Institute and its director. The procedures governing such consultation shall be established by the executive committee of the Institute.~~

~~*17.8.4.4 — In any one academic year, a sessional language teacher shall not be given a teaching assignment equivalent to more than 325 hours of teaching.~~

*29.3.9 Part-time service with employer While on leave of absence as provided for under 29.3.1(a), (b) or (e), a member is eligible for appointment as a ~~sessional lecturer, sessional language teacher, or~~ part-time librarian or counsellor with the same remuneration and assistance as a person who is not a member of the Association.