

New section

3.5 Complement

3.5.1 The parties agree that for the duration of the collective agreement, the complement of bargaining unit appointments shall not be fewer than 1341.

3.5.2 For greater clarity it is understood that the number of 1341 bargaining unit appointments consists of the following categories of positions at the University:

- a. Regular (tenured and tenure-track) faculty member appointments as per section 17.3.1;
- b. Regular librarian appointments as per section 17.7.3;
- c. The current twenty-seven CSAP appointments as per the Letter of Understanding “Continuing Special Appointment Professors (CSAP)” agreed to during the 2016-18 bargaining settlement;
- d. Regular (tenured and tenure-track) language teachers as per 17.8.2;
- e. Positions in categories a), b) and d) under active recruitment.

3.5.3 Vacant bargaining unit appointments shall be staffed without unreasonable delay.

[Existing subsequent sections to be renumbered appropriately]

- *22.2.1.4 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 average class size, calculated over the last three (3) years, based on enrolment reported to the government, department benchmarks, 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. Unless agreed to by the Member or if the Member is in her first year at the University of Ottawa, a Member shall only be assigned one course that they have not taught before;
 - (e) ~~or one whether~~ the Member's former approach to teaching an assigned course 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;
 - (ef) the Member's area of expertise;
 - (fg) the number of distinct courses to be taught by the Member;
 - (gh) the level and the type of the course;
 - (hi) the location of the course (on or off-campus);
 - (ij) special factors, such as filming or broadcasting of lectures, or the use of teleconference teaching;
 - (kj) the language of instruction.

22.2.1.8 When a member is assigned a course that has never been taught before at the University of Ottawa or assigned a newly created online or hybrid course, she will be provided with one three-credit course release during the term where she is developing the new course.

[Existing subsequent sections to be renumbered appropriately]

Improve student-professor ratios

7.2 Limits

7.2.1 In recognition of the objective to continually improve the quality of education, the parties agree to work collaboratively towards the achievement of the goals as set out in the University's strategic plan. Once a year, at one of the JCCC, the Employer will present the APUO with the previous year's data on the progress towards the strategic target of the University.

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 Faculty Members with appointments consistent with the complement appointments defined in section 3.5, as of October 31st.
- (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 October 1st of each academic year and made public.

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 Librarian Members with appointments consistent with the complement appointments defined in section 3.5, as of October 31st.
- (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/Librarian ratio shall be set out in a spreadsheet. This spreadsheet is to be provided to the association by October 1st of each academic year and made public.

7.2.4 The employer shall decrease the Student/Faculty ratio by at least thirty-five hundredths (0.35) of a point each year, in line with the uOttawa Vision 2020 objective of reaching a Student/Faculty ratio of 18.5 by December 2020. The anticipated, resulting ratio shall be referred to as that year's Target Faculty Ratio. The employer shall decrease the Student/Librarian ratio at twice the rate of the Student/Faculty ratio. The anticipated, resulting ratio shall be referred to as that year's Target Librarian Ratio.

7.2.5 If the Target Faculty Ratio or Target Librarian Ratio is not met in a given year, an amount shall be paid to each Faculty Member or Librarian Member respectively, employed as of September 1st during some or all of the current contract year. This amount will be equal to the shortfall in the number of FTE faculty/librarian times their average salary divided by the faculty/librarian FTE as of September 1st of the 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 July 15th 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 July 1 to June 30.

[Existing subsequent sections and references to be renumbered appropriately]

22.2.1 *Teaching load

22.2.1.1 Normal teaching load per member

~~*22.2.1.1.1~~ In each ~~department~~academic unit, the normal teaching load per ~~member~~Member is determined by the actual teaching loads in that ~~department~~academic unit in the academic years 1992-1993 and 1993-1994, as per appendix J, hereinafter referred to as the "92-94" data.
~~Except pursuant to 22.2.1.8, 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 shall not be used to circumvent any reductions which result from 22.2.1.2.~~

22.2.1.1.2 With the exception of the faculty of Medicine, all existing academic units for which there is no normal teaching load data in Appendix J or for those units that were in the first three (3) years of their creation, their 92-94 normal teaching load shall be the average of their faculty's other academic units.

~~*22.2.1.2~~ Current normal teaching load per Member

22.2.1.2.1 The current normal teaching load per Member per academic unit shall be calculated every two (2) years. The current normal teaching load per Member shall be the average of the teaching loads of Members in that academic unit for the two most recent academic years.

22.2.1.2.2 Process to calculate the current normal teaching load per Member

- (a) The Parties shall have a project planning meeting during the spring/summer term. The Employer will provide a copy of the work plan to the Association.
- (b) The Employer will collect the data using a similar system as the 2014-15 and 2015-16 data collection.
- (c) The Employer shall provide the Association with copies of the collected data during a meeting that shall happen prior to October 30th of the same year.

22.2.1.2.3 Except pursuant to 22.2.1.3.6, the current normal teaching load per Member for an academic unit shall not be increased during the period covered by this agreement. It is understood that 22.2.1.3.6 shall not be used to circumvent any reductions which result from 22.2.1.2.4.

22.2.1.2.4 The current normal teaching load per ~~m~~Member in an ~~academic department~~ or unit will be brought to 1992-1994 levels if current levels are found to be ~~higher~~excessive as per 22.2.1.2.5. In such cases, the current normal teaching load per Member in a unit must be reduced every two (2) years using any of the solutions listed in 22.2.1.2.6. It is understood that the current normal teaching load per ~~member~~Member for an ~~academic department~~ or unit will not be increased as a result of this.

22.2.1.2.5 The current normal teaching load per member of an academic unit will be considered excessive if:

- (a) the current combined undergraduate and graduate "average teaching load (credits)" is 20% higher than the similarly combined 92-94 data; or
- (b) the current combined undergraduate and graduate "average of student contact hours" is 100% higher than the similarly combined 92-94 data; or
- (c) the current combined undergraduate, thesis and memoire "average student supervisory" is 100% higher than the similarly combined 92-94 data.

22.2.1.2.6 The following solutions shall be used to reduce the current normal teaching load per Member in a unit:

- (a) hire new regular Faculty Members in that unit; and/or

- (b) reduce class sizes in that unit; and/or
- (c) reduce the teaching load of Members in that unit.

22.2.1.3 Teaching load of a Faculty Member

*22.2.1.3.1 The teaching load of a Faculty Member shall not differ substantially from the normal teaching load per member for her ~~department-academic unit~~ except where

- (a) the Member is notified pursuant to 22.1.2.43.2; and
- (b) such differences are justified by factors such as those in 22.2.1.43.2; 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 22.2.1.53.3 or 22.2.1.63.4.

*22.2.1.43.2 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:

...

*22.2.1.53.3 A Member's teaching load may be less than provided for in 22.2.1.3.1:

...

*22.2.1.63.4 A Member's teaching load may be more than provided for in 22.2.1.3.1:

- (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 hired for no more than one (1) year and, 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.

Notwithstanding the above, a member's teaching load cannot be more than one (1) three-credit course more than provided for in 22.2.1.3.

*22.2.1.73.5 The provisions of 22.2.1.3.35 and 22.2.1.3.46 can only be applied with the agreement of the Member and the Dean. In the case of 22.2.1.63.4 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. Any such agreement must be distinct from the letter of appointment. A copy of the agreement shall be delivered to the member and to the Association.

*22.2.1.83.6 Notwithstanding 22.2.1.1, the Employer may modify the normal teaching load in a department provided that:

...

*22.2.1.94 ~~Teaching assistance:~~ The parties agree with the objective of maintaining class sizes and formats that are conducive to pedagogical soundness, and the Employer agrees that Members should be provided with sufficient teaching assistance. More particularly,

...

| ~~*22.2.1.105~~ The Employer shall send to the Association, copies of the information sent to the Members pursuant to 22.1.2.2(c) and 22.2.4.2 concerning teaching duties within their departments and, if the Employer proposes to modify the normal teaching load per member in a department, any other data used by the Employer to compare the teaching activities of the departments.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Both parties agree that the current normal teaching load per member per academic unit, as per article 22.2.1.2.2, will be collected in a similar way to the method used during the 2014-2015 and 2015-2016 data collection.

The tool for data collection shall be an MS Excel spreadsheet (as sent by Jules Carrière to Michel Desjardins by email on August 16, 2016 – Sample_APUO_Workload.0731.xlsx), or a system that allows for the same data collection functionalities.

For the Employer

Date

For the Association

Date