

2. High Quality Education and Research – Teaching Standard Assignment and Teaching Load
APUO PROPOSAL – Presented to the employer on March 11, 2021

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:

- a. a description of the Member's teaching assignment, which comprises all scheduled and nonscheduled teaching duties assigned to her or which she has agreed to assume;
- 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 22.2.1.7 (a);
- c. reference to activities, which may be academic service or any other activities consistent with the Member's role as a university Professor, which require a significant portion of the Member's time and an adjustment in some component(s) of the Member's workload or some special arrangement between the Member and the Employer.

and shall be deemed to include the general description of the scholarly activities to which, according to her annual report, the Member intends to devote a portion of her time during the academic year, it being understood that this does not prevent the Dean from communicating with the Member under 23.1.2.3.

22.2.1 Teaching

22.1 Teaching Standard Assignment and Teaching Load

22.2.1.1 Definitions

- a. Teaching Standard Assignment: The Teaching Standard Assignment (TSA) is the normal teaching workload of all Members in an Academic Unit. The TSA may vary from one Academic Unit to another.
- b. Academic Unit: For the purpose of section 22.2.1, an Academic Unit shall mean a Department, a School, an Institute or a Faculty in the case of the Faculty of Law: Common Law section, Faculty of Law: Civil Law section, Faculty of Education and the Telfer School of Management.
- c. Academic Unit Teaching Standard Assignment Committee (AUTSAC): Each Academic Unit shall constitute an AUTSAC. The AUTSAC shall be comprised of three (3) elected tenured Regular Faculty Members from that Academic Unit. The AUTSAC members shall be elected by the Regular Faculty Members during a meeting of the Academic Unit assembly. Normally, members of the AUTSAC shall serve for a period of two (2) years, with terms to be staggered. In the first year of this agreement, half of the terms will be for a period of one (1) year with the AUTSAC members deciding from amongst themselves who shall have half-terms and full-terms. The AUTSAC members shall elect a Chair from amongst themselves. By September 30 of each year, the Chair of the AUTSAC shall forward the names and term lengths of the committee members to the Academic Unit Chair, the Dean, the Vice-Provost, Faculty Relations, and the Association. The mandate of the AUTSAC is to develop or propose modifications to their Academic Unit Teaching Assignment Standards. The committee will develop its own procedures.
- d. Faculty Teaching Standard Assignment Committee (FTSAC): Each Faculty shall constitute a FTSAC. The FTSAC shall be comprised of one (1) elected tenured Regular Faculty Member per Academic Unit of the same Faculty. The FTSAC members shall be elected by the Regular

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Faculty Members during a meeting of the respective Academic Unit assembly. Normally, members of the FTSAC shall serve for a period of two (2) years, with terms to be staggered. In the first year of this agreement, half of the terms will be for a period of one (1) year with the FTSAC members deciding from amongst themselves who shall have half-terms and full-terms. The FTSAC members shall elect a Chair from amongst themselves. Within ten (10) working days of their election and no later than September 30, the Chair of the FTSAC shall forward the names of the committee members to the Dean, the Vice-Provost, Faculty Relations, and the Association. In those faculties listed in the Academic Unit definition above, the FTSAC shall be comprised of the members of the Faculty Workload Review Committee (FWRC). By September 30 of each year, the Chair of the FTSAC shall forward the names and term lengths of the committee members to the Dean, the Vice-Provost, Faculty Relations, and the Association. The mandate of the FTSAC is to review proposed Academic Unit TSA to promote equity, transparency, and academic quality across the Faculty. This committee will develop its own procedures.

22.2.1.2 Academic Unit Teaching Standard Assignment for Members: Four (4) regular one-term courses, totalling twelve (12) course credits, shall be considered the maximum TSA for all Academic Units within an academic year. Academic Units which have already achieved a lower TSA shall continue with their existing lower TSA. An Academic Unit may develop a lower TSA using the following process.

22.2.1.3 An Academic Unit, by vote at an Academic Unit assembly, or a Dean may initiate a review of the TSA if one or more of the following applies:

- a. There has been a significant change in the resources of the Academic Unit;
- b. There has been a significant change in the academic program obligations of the Academic Unit;
- c. There has been a significant change in some or all of the variables listed in 22.2.1.8 as being relevant to the formulation of a TSA;
- d. The current TSA provides for a scheduled review.

Notwithstanding the above, each Academic Unit shall initiate a review of the TSA at least once every five (5) years.

22.2.1.4 An Academic Unit may develop or alter a TSA provided that the new Standard:

- a. is in accordance with the provisions of this Collective Agreement, including sections 20.2 and 22.2;
- b. ensures that the academic program obligations of the Academic Unit are met;
- c. ensures that the assignment of the teaching load of Members in the Academic Unit is carried out as equitably as possible;
- d. addresses normal teaching activities, including but not limited to: curriculum development and revision; preparation and presentation of courses (including mode of delivery); supervision of students (including interns, placement, practicum, field, clinical, thesis and research supervision of undergraduate and graduate students); evaluation; academic counselling; supervising teaching and academic assistants, course administration, and instructional development;
- e. where applicable, provides for reductions in teaching load due to specific activities;

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- f. addresses the teaching load norms and practices established in similar disciplines in universities with similar academic obligations, taking into account expectations in the three (3) broad areas of academic workload;
- g. addresses the nature of specific courses, including but not limited to: course enrolment; method of instruction; method of evaluation; the role of technology; course level; the number of times the course has been taught by a Member; and the availability of teaching assistants;
- h. ensures program quality and the ability to meet student needs;
- i. considers the resource implications of the proposed TSA;
- j. ensures the provision of required service teaching to other programs;
- k. where appropriate, considers other relevant factors such as scholarly activities and administrative expectations.

22.2.1.5 Teaching Standard Assignment process

- a. The AUTSAC shall be provided all workload-related information they request from the Academic Unit Chair and/or Dean.
- b. The AUTSAC may invite, separately, the Dean and a representative of the Association to discuss the TSA process.
- c. The AUTSAC shall develop new and/or propose modifications to existing TSA. Any newly developed or modified TSA shall be proposed by the AUTSAC to the FTSAC, if applicable.
- d. The proposed TSA shall be forwarded to the FTSAC for review and comment. The FTSAC shall respond to the proposal of the AUTSAC within eight (8) weeks.
- e. Following receipt of the comments of the FTSAC, the proposed TSA must be ratified by the Regular Faculty Members of the Academic Unit concerned, during an Academic Unit Assembly meeting to be held within nine (9) months of the initiation of a review or modification. If there is a substantive change in the TSA as it moves through the process, the new version must be ratified as above.
- f. The Chair of the AUTSAC shall provide a copy of the ratified TSA to the Dean and to the Association within two (2) weeks of ratification by the Academic Unit.
- g. Upon receipt of a ratified TSA from an Academic Unit, the Dean shall respond to the Academic Unit, with a copy to the FTSAC and the Association, within three (3) months. The Dean shall accept a ratified TSA provided that it permits the Academic Unit to fulfill its academic program obligations. If the Dean is unable to accept the ratified TSA, they shall:
 - a. indicate in writing, where appropriate:
 - i. how the ratified TSA does not allow the Academic Unit to fulfill its academic program obligations in a sustainable fashion;
 - ii. why the ratified TSA is not equitable, financially viable, and/or consistent with the strategic plans of the Academic Unit or the Faculty;
 - iii. what changes to program delivery and/or resources of the Academic Unit or changes to workload would be necessary to gain approval of the ratified TSA; and
 - b. meet with the AUTSAC to address their concerns and endeavour to come to some agreement on an acceptable TSA. The committee shall invite a representative from the Association be present at these meetings. Should the Dean and the committee agree to a TSA that is significantly different from that which was proposed, it must be ratified by a majority of Regular Faculty Members in the Academic Unit.
- h. In the event that the Dean and the Academic Unit are unable to resolve their differences in respect of establishing a new or modified TSA, the matter shall be referred to the FTSAC who

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shall consider all the issues presented by the AUTSAC and the Dean, and shall formulate a written recommendation within six (6) weeks. The FTSAC shall forward a copy of their recommendation to the Dean, the AUTSAC, the Chair of the Academic Unit, the Association and the Provost and Vice-President, Academic Affairs.

- i. The Dean and the AUTSAC shall review the recommendation and attempt to resolve their differences. If, after attempting to find a resolution or after six (6) weeks have elapsed from the receipt of the FTSAC recommendation, the Dean remains unable to approve the ratified TSA, the matter shall be referred to the Provost and Vice-President, Academic Affairs, who shall meet with the Dean, the Association and the AUTSAC to review the matter. Within ninety (90) days of this meeting, the Provost and Vice-President, Academic Affairs, shall render a final decision whether to accept or deny the ratified TSA, stating reasons and recommendations in writing to the AUTSAC, the FTSAC, the Academic Unit via the Chair, the Dean and the Association. The Provost and Vice-President, Academic Affairs may also suggest modifications in an attempt to settle the dispute. Any such modifications must be ratified by the Academic Unit.
- j. Until such time as an agreement on the TSA is reached, the previous TSA will continue to apply.
- k. The Association shall be given notice of all approved new or modified TSA.

***22.2.1.6** The teaching load of a Faculty Member shall not differ from the TSA of the Academic Unit, except where

- (a) the Member is notified pursuant to 22.2.1.7; and
- (b) such differences are justified by factors such as those in 22.2.1.7; 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 22.2.1.8 or 22.2.1.9.

***22.2.1.7** 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, or one where the Member's former approach will undergo substantial revisions, or where the assignment

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*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. ¶

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 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. ¶

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 *22.2.1.2 → The current normal teaching load per member in a department or unit will be brought to 1992-1994 levels if current levels are found to be higher. It is understood that the current normal teaching load per member for a department or unit will not be increased as a result of this. ¶

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of a course will result in an increase in the anticipated hours for preparation, grading or administration;

- (e) the Member's area of expertise;
- (f) the number of distinct courses to be taught by the Member;
- (g) the level and the type of the course;
- (h) the location of the course (on or off-campus);
- (i) special factors, such as filming or broadcasting of lectures, or the use of teleconference teaching;
- (j) the language of instruction;

(k) whether the Member is directing and examining of theses, and supervising of postdoctoral fellows.

Notwithstanding the above, the credit allocation to a Member teaching a course shall always be equivalent to the credit allocation given to the students taking the course.

*22.2.1.8 A Member's teaching load may be less than the Academic Unit's Teaching Standard;

(a) when such reduction is justified by academic service activities and the like as per 22.2.1.12 included in the Member's workload; or

(b) when the Member is granted teaching releases from the Association as per 6.3.3 or 6.3.4; or

(c) when the Member is granted teaching releases from the Employer as per 6.6; or

(d) where, subject to budgetary feasibility, such reduction is justified by the Member's exceptionally heavy involvement in scholarly activities; or

(e) where other circumstances exist which, in the Dean's opinion, justify a relatively lighter teaching load for this Member for the academic year in question.

(f) so that a newly appointed regular, non-tenured Member may balance the need for time to prepare new courses and to establish a research program, it being understood that a regular, non-tenured Member shall teach one (1) less regular one-term course than the Academic Unit TSA. This reduction shall apply for every academic year prior to the Faculty Member being awarded tenure. At the request of the regular, non-tenured Faculty Member, the one-term course reductions may be deferred to any term prior to being awarded tenure. Such a request shall not unreasonably be refused.

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¹ (i) → where this applies, the Member's initial contract will include mention of the following: "The normal teaching load in the name of department or faculty is ##. New junior Professors at the rank of Assistant Professors or less in the department/faculty receive a reduction in teaching load of not less than ## for period. Reductions may be greater under certain circumstances. In your case, you will receive a reduction of ## for period."...

¹ Open, transparent and fair governance\Compensation Structure for APUO Academic Administrative Positions LOU

² Fair and equitable working conditions\Special Fund proposal

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*22.2.1.9 A Member's teaching load may be more than provided for than the Academic Unit's TSA 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,

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*22.2.1.10 The provisions of 22.2.1.8 and 22.2.1.9 can only be applied with the agreement of the Member and the Dean. In the case of 22.2.1.9, 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. Copies of all such arrangements shall be forwarded to the Association within ten (10) working days of both parties having signed the agreement.

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 (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; or¹
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 (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

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*22.2.1.11 **Class sizes** Every year of this agreement, the undergraduate class size by year levels will adhere to the following limits:

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
<u>< 30 students</u>	<u>15%</u>	<u>23%</u>	<u>40%</u>	<u>68%</u>
<u>30-60 students</u>	<u>17.5%</u>	<u>26%</u>	<u>40%</u>	<u>25%</u>
<u>61-100 students</u>	<u>25%</u>	<u>30%</u>	<u>15%</u>	<u>5%</u>
<u>101-250 students</u>	<u>40%</u>	<u>20%</u>	<u>5%</u>	<u>2%</u>
<u>251+ students</u>	<u>2.5%</u>	<u>1%</u>	<u>0%</u>	<u>0%</u>

(a) The AUTSAC may propose changes to the undergraduate level class-size caps for any course given in the academic unit, provided this modification is based on well-established current pedagogical practices in the subject. The proposed changes must be ratified by the Regular Faculty Members of the Academic Unit concerned, during an Academic Unit Assembly.

(b) For any graduate level class, enrolment will be capped at twenty (20) students.

(c) The AUTSAC may propose changes to the graduate level class-size caps for any course given in the academic unit, provided this modification is based on well-established current pedagogical practices in the subject. The proposed changes must be ratified by the Regular Faculty Members of the Academic Unit concerned, during an Academic Unit Assembly.

(d) 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.

22.2.1.12 **Compensation for Administrative Roles** Members who are assigned the following administrative roles shall be granted compensation as per the table below.

For the purpose of this section, an Academic Unit shall mean a Department, a School or an Institute.

- A small Academic Unit shall be understood to be a unit with less than fifteen (15) Faculty Members;

³ Based on CUDO H2a – Undergraduate Class Size by Year level 2016

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- A large Academic Unit shall be understood to be a unit with fifteen (15) or more Faculty Members;
- An extra-large Academic Unit shall be understood to be a unit with fifty (50) or more Faculty Members.

<u>Category</u>	<u>Teaching load releases</u>	<u>Stipend</u>
<u>Category 1:</u>	<u>x one-term courses</u>	<u>A minimum of \$x,000</u>
<u>Category 2:</u>	<u>x one-term courses</u>	<u>A minimum of \$x,000</u>
<u>Category 3:</u>	<u>x one-term courses</u>	<u>A minimum of \$x,000</u>
<u>Category 4:</u>	<u>x one-term courses</u>	<u>A minimum of \$x,000</u>
<u>Category 5:</u>	<u>x one-term course</u>	<u>A minimum of \$x,000</u>
<u>Category 6:</u>	<u>x one-term course</u>	<u>A minimum of \$x,000</u>
<u>Category 7:</u>	<u>x one-term course</u>	<u>A minimum of \$x,000</u>
<u>Category 8:</u>	<u>X one-term course</u>	<u>A minimum of \$x,000</u>
<u>Category 9:</u>	<u>x one-term course</u>	<u>A minimum of \$x,000</u>

In a year of exceptional and extraordinary responsibilities, such as during an external review, an additional 0.5 one-term course release may be provided by the Dean.

The teaching load releases for academic administrative positions set out above become effective on the 1 July coinciding with a new or renewal appointment to a position.

Except in exceptional circumstances approved by the Dean, no Faculty Member may receive more teaching load release credits in an academic year than the amount of teaching load release credit that would reduce their teaching load in that academic year to no teaching.

All stipends awarded for administrative roles are subject to the reporting requirements of 41.6.2.

***22.2.1.13 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,

Teaching assistance:

- a Member teaching a course shall be assigned sixty-five (65) hours of teaching assistance from the time the enrolment of her course reaches forty-five (45) but may be adjusted to reflect the actual enrolment as of the first official enrolment reporting date after the commencement of the course;
- a Member teaching an in-person laboratory course shall be assigned sixty-five (65) hours of teaching assistance from the time the enrolment of her course reaches twenty (20) but may be adjusted to reflect the actual enrolment as of the first official enrolment reporting date after the commencement of the course;
- a Member teaching a course either entirely or partially via the Internet as per 22.2.3.1 shall be assigned sixty-five (65) hours of teaching assistance in addition to the assistance provided in (a) above.

Marker and Grader assistance: marking and grading assistance on the following basis if requested by the Member:

Deleted: *22.2.1.8 - Notwithstanding 22.2.1.1, the Employer may modify the normal teaching load in a department provided that:

(a) - relevant indicators of actual teaching loads, when applied uniformly to all departments, show that the actual loads in that department are clearly different from the actual teaching loads in other departments with generally comparable teaching at all levels and all types or supervisory activities; and

(b) - the Employer has, prior to implementing the modification, consulted the department concerned and consulted the Association.

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(a) a Member teaching a course with written assignments and with examinations which are not computer marked shall be assigned at least two and a half (2.5) hours of marker/grader assistance for each credit value of the course, for each block of five (5) students or portion thereof exceeding forty-five (45); such assistance shall be provided from the time the enrolment number exceeds forty five (45) but may be adjusted to reflect the actual enrolment as of the first official enrolment reporting date after the commencement of the course;

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(b) alternatively, if the equivalent marking/grading assistance is available through the allocation of teaching assistant time beyond that provided for under a teaching assistant allocation norm or policy in a department which, at a minimum, is as determined above under (a), and the Member agrees, such marking/grading hours for the above-noted course may, instead, be provided by a teaching assistant qualified for the course.

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*22.2.1.14. The Employer shall send to the Association, copies of the information sent to the Members pursuant to 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.

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- *22.2.2.1 A Faculty Member's scheduled teaching duties shall be distributed over two (2) of the three (3) terms of an academic year, it being understood that:
- (a) the above provisions may be set aside with the prior consent of the Member concerned;
 - (b) where a Member's Dean requests that the Member accept a teaching assignment which comprises scheduled teaching duties for three (3) consecutive terms, and such an assignment is necessary for the effective functioning of a cooperative program, the Member shall not unreasonably refuse;
 - (c) the special scheduling pattern prevalent in the Faculty of Education in relation to the B.Ed. program which was in effect in the 1983-1984 and 1984-1985 academic years may continue throughout the period covered by this agreement;
 - (d) where a Member's Dean requests that the Member accept the spring/summer term as one of the two (2) terms comprising scheduled teaching duties, the Member shall not unreasonably refuse;
 - (e) where a Member requests that the spring/summer term serve as one of the two (2) terms comprising scheduled teaching duties, the Dean shall not unreasonably refuse;
 - (f) where a Member requests that all his scheduled teaching duties be scheduled in one (1) term, the Dean shall not unreasonably refuse.

22.2.2.2 Wherever possible, the Employer shall not -- unless the Member agrees otherwise -- include in the Member's workload more than one (1) course per term finishing after 7 p.m., it being understood that more than one (1) course will not be included without prior consultation with the Member, and unless justified by reasons related to the nature of the student clientele.

22.2.2.3 Teaching on weekends will be on a voluntary basis.

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