

MEMORANDUM OF AGREEMENT
Further to Minutes of Settlement dated July 27, 2014
BETWEEN
CARLETON UNIVERSITY

And

Carleton University Academic Staff Association (CUASA)

RE: Article 13 in the 2014-2017 CUASA Collective Agreement

WHEREAS CUASA and Carleton University came to agreement on the 2014-17 Collective Agreement by way of minutes of settlement signed on 27 July, 2014, and

WHEREAS the Collective Agreement is retroactive to 01 May 2014, except for where stated in the minutes of settlement, and

WHEREAS Article 13.2: *Teaching Workload of Faculty Employees* and Article 13.4: *Instructor Employees*, as amended by the parties, state:

13.2 Teaching Workload of Faculty Employees

- (a) Subject to Article 13.2(b), within a normal workload, “normal teaching load” within a Faculty shall be defined by past practice in relation to the number of full-course equivalents taught per faculty member or as may be agreed to hereafter by the parties. Each faculty member will be assigned a teaching workload of less than 2.5 credits.

and,

13.4 Instructor Employees

- (b) Instructor Positions Without Individual Job Descriptions
 - (i) Subject to the Memorandum of Agreement signed by the parties on December 11, 2003 these Instructor employees shall not teach more than three and one half (3.5) credits or the equivalent of one-and-one half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period, and shall not teach more than the equivalent of one-half credit course in excess of 1.5 times the normal faculty employees’ teaching workload in any academic year ending August 31.

THEREFORE, the parties agree as follows:

Most teaching workload in all units has been assigned prior to the conclusion of CUASA – Carleton collective bargaining / negotiations on 27 July 2014;

Thus, for the 2014-2015 academic year, teaching workload in some units may not accord to the language of” 13.2 (a) *Teaching Workload of Faculty Employees*, in particular: “... *faculty member will be assigned a teaching workload of less than 2.5 credits;*”

Likewise, teaching workload in some units may not accord to the language of in Article 13.4(b)(i) for instructor employees: *"Instructor employees shall not teach more than three and one half (3.5) credits or the equivalent of one-and-one half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period;"*

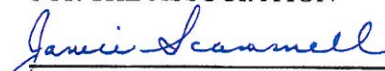
1. Subject to the provisions of ~~Article 13, in particular 13.2 (d)~~ the Collective Agreement the employer shall equalize the teaching workload to *"less than 2.5 credits"* for faculty employees by making the requisite adjustments to the workload for the forthcoming Winter 2015 term (i.e., January to April 2015); or
2. Where is it not possible to make the requisite adjustments to teaching workload by January 2015, the employer shall ensure that such faculty members (i.e., who do not have a teaching workload of *"less than 2.5 credits,"* and who do not have a workload assigned under the provisions of Article 13.2 (d)) may bank credit for their exclusive use in the academic year 2015/16 or 2016/17 at their discretion and in consultation with their Chair, keeping in mind the needs of their unit;

and

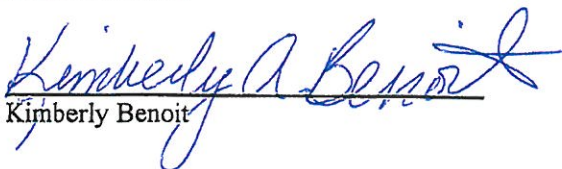
3. The employer shall also equalize the teaching workload to the *"not ... more than three and one half (3.5) credits or the equivalent of one-and-one half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period,"* for Instructor employees by making the requisite adjustments to the teaching workload for the forthcoming Winter 2015 term (i.e., January to April 2015); or
4. Where is it not possible to make the requisite adjustments to teaching workload by January 2015, the employer shall ensure that such instructor employees (i.e., who do not have a teaching workload of *"not ... more than three and one half (3.5) credits or the equivalent of one-and-one half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period,"*) shall have their teaching workload balanced between 2014/15 and 2015/16, such that each academic year would be equivalent to *"not ... more than three and one half (3.5) credits or the equivalent of one-and-one half (1.5) times the normal full teaching load of faculty employees in the same unit or sub-unit, whichever is less, averaged over each consecutive twenty-four (24) month period"* for Instructor employees.

Signed in Ottawa, this 28 day of August 2014.

FOR THE ASSOCIATION




Janice Scammell




Kimberly Benoit

FOR THE EMPLOYER



Malcolm Butler



Lisetta Chalupiak