

[Carleton University's response \(using MSWord tracked change\) on the Academic Workload Plan with respect to collective bargaining with the Carleton University Academic Staff Association \(CUASA\)](#)

Without Prejudice

Date: May 11, 2012

Article 13.8: Academic Workload Plan

Preamble: The purpose of the Academic Workload Plan (AWP) is to achieve workloads for faculty and instructors, which balance fairly and appropriately each member's ability to engage in teaching, research and/or professional development, and service. In addition, the AWP is designed to promote fairness, transparency and equity in the assignment of duties both within each unit and between units within the university. Finally, the Academic Workload Plan process will ensure that all units establish a teaching workload of less than 2.5 credits for faculty members.

13.8 a) Each unit shall complete an Academic Workload Plan by January 2015.

b) The AWP shall be developed by the members of each unit or a subcommittee within the unit and shall be ratified by a majority of the unit members and approved by the appropriate Dean.

c) Once the AWP is ratified by a majority of members of a unit, and approved by the Dean, it shall be forwarded to JCAA for review. Such review shall be conducted with a view to ensuring that the AWP is consistent with the Collective Agreement.

d) The AWP shall include:

i) a description of the normal scheduled teaching workload for faculty and instructors members including the average hours spent in front of students in lecture or seminar format as well as time spent in labs, studio classes, and tutorials, with undergraduate and graduate students and any other responsibilities associated with the work of the unit.

ii) a description of the appropriate pedagogical strategies that are appropriate to the discipline within the unit and how these have a bearing on the teaching within the unit in terms of class size, types of teaching, forms of assessment, the technology or other equipment needed.

iii) a description of the unit's and/or faculty's policy on allocation of Teaching Assistants (e.g. the minimum number of students in a class deemed necessary in order to have Teaching Assistant support).

iv) a description of the supports consistent with the responsibility for the teaching program of the unit, including teaching assistants, lab assistants and any technological needs.

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y) the means to address year to year fluctuations in the teaching workload for the member of the unit and how these fluctuations are managed in a manner that is fair and equitable to all members of the unit.

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vi) a description of the number and manner of remissions from teaching for positions within the unit (e.g. chair, graduate supervisor, undergraduate supervisor) any 'exceptional' unit assignments for which teaching remission is assigned –e.g., the preparation and writing of accreditation reports, program review and development, and so forth, and also teaching release for the purpose of research, and describe how release for secondment to work in another unit is factored into the overall work of the unit.

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vii) a description of the expectations for how each member of the unit contributes to service (i.e. unit, Faculty and university committees, professional organizations, service to the community).

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The AWP shall be consistent with the provisions of the Collective Agreement.

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e) Each year, each unit shall provide to the unit, the Dean and CUASA a breakdown of the teaching workload of every member of the unit (e.g. teaching, research, service).

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i) be developed within the context of the existing resources available to the unit

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ii) not compromise the quality and integrity of the academic program(s)

iii) be developed in a collegial manner

g) the AWP shall be reviewed according to the changing needs of the unit or every ten year (whichever comes first)

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CUASA proposal

Date: May 8, 2012

<http://www.cuasa.ca/agreement/s44.html>

### ~~13.8 Committee on Workload~~

- (a)  
The parties agree that a Parity Committee of six (6) persons shall be established by the parties no later than one (1) month following the signing of this collective agreement, to examine all aspects of the workload of faculty employees, as defined in Article 13.1 and 13.2, and in particular to make recommendations to the JCAA with respect to:
- (i)  
~~ways of measuring faculty employees' teaching, research and service workload;~~
  - (ii)  
~~the redefinition of normal teaching load in Article 13.2(a);~~
  - (iii)  
~~the rights and responsibilities of employees who undertake more than the normal teaching load for their Departments, and~~
  - (iv)  
~~the factors affecting teaching workload which shall include, but not necessarily be limited to, those set out in Article 13.2(f).~~
- (b)  
The Committee shall solicit submissions from interested parties within the University, both individuals and groups.
- (c)  
The Committee shall report to the JCAA no later than eight (8) months after the ratification of this collective agreement.

**Article 19: Courses Offered Through Non-Traditional Methods**

~~The parties agree that JCAA will mandate a committee to report on how to deal with special courses.~~

**Article 19: Courses Offered Through Non-Traditional Methods**

19.1 The University aspires to enhance its academic programs and ensure universal accessibility to course content by developing new course delivery methods to respond to current and future student needs. The objective is to modernize Carleton's offerings while maintaining high academic standards in content and innovation in delivery.

19.2 In order to accomplish this goal, faculty members who are interested will submit projects for consideration by the appropriate academic unit(s) as part of the regular curriculum planning process and for approval by their respective Dean.

19.3 A faculty member involved in course design will be eligible to receive a teaching release equivalent to the value of the course for one term to assist in providing time to develop the course (i.e. if a faculty member is developing a half credit course, they would be granted a half credit teaching release for one term). This release is subject to decanal approval.

19.4 The university will purchase, at the appropriate contract instructor rates, a contract instructor replacement to teach a course which would normally have been taught by the individual to whom the release applies.

19.5 Nothing herein shall prevent the performance of instructional duties by contract instructors hired to replace employees who have been granted teaching release under Article 19.3.

19.6 The intellectual property remains that of the course developer as governed by the CUASA collective agreement (see Article 14).

## Article 27: Employment Of Non-members

- 27.1 (a) The employer agrees not to employ non-members of the bargaining unit to teach courses in the Summer Session without first circulating the advertisement of all such courses to members of the bargaining unit.
- (b) The employer shall normally give preference to members of the bargaining unit applying to teach courses in the Summer Session where the members' qualifications are demonstrably equal to those of non-member applicants.
- 27.2 (a) (i) The employer recognizes the desirability of minimizing contract instructor expenditures.
- (ii) In each academic year, the number of full-course equivalents that may be taught by non-members of the bargaining unit during the Fall and Winter terms (excluding those taught by persons referred to in Articles 27.3, 27.4 and 27.5 and academic staff retired from Carleton University) shall not exceed  $y$  where  $y=0.404 \times$  the number of members paying dues to CUASA or charity as reported on the November dues print-out transmitted to CUASA by December 10.
- (b) In the event of a declaration of financial stringency by the Board of Governors pursuant to Article 17, the employer shall reduce the amounts as determined in Article 27.2 (a) by 60% within twelve (12) months of such declaration.
- 27.3 Nothing herein shall prevent persons holding professorial rank, who occupy academic or administrative posts or serve as members of the Board of Governors and are employed full-time, from doing academic work at Carleton University.
- 27.4 Nothing herein shall prevent the performance of instructional duties by students currently registered in a program in the Faculty of Graduate Studies at Carleton University in accordance with the rules of that Faculty as of the signing of this Collective Agreement.
- 27.5 Nothing herein shall prevent the performance of instructional duties by contract instructors hired to replace employees who have been granted any form of leave or teaching release.
- (a) The employer agrees to provide the Association by June 30th of each year, with a report on the number of full-course equivalents taught in accordance with Article 27.2 during the previous academic year.

- (b) In addition, within two (2) months of the beginning (of classes) of the Fall Term and the Winter Term, the employer agrees to provide the Association with the numbers, by department, of non-members appointed to teach and the number of courses to be taught by non-members.

27.6 Except as provided for in this Article, no instructional work in the credit programs of the University shall be performed by non-members of the bargaining unit.

**Appendix I: Agreement With Respect To In Class CUTV Teaching**

1. Intellectual property rights are governed by the CUASA collective agreement (see Article 14).
2. This contract applies to the CUTV broadcast of \_\_\_\_\_  
for the \_\_\_\_\_ term and to re-use as specified in clause 6.
3. Resource Allocation
  - (a) The employer will provide sufficient resources to produce tapes of the course for broadcast.
  - (b) Sufficient production support will be provided, time permitting, to allow minimal editing in order to produce an acceptable product.
  - (c) The following production resources in addition to normal technical support, will be provided:
    - (i) additional voice mail for the instructor YES/NO
    - (ii) additional voice mail for the TA's YES/NO
    - (iii) TA's YES/NO  
If Yes, Number of TA's \_\_\_\_\_
    - (iv) computer YES/NO
    - (v) other

4. Workload

The workload credit for teaching on CUTV (whether a half or full credit course) during an academic year shall be one half ~~the~~ credit ~~value of the course~~. Variation from this shall be by mutual written agreement. (Information on workload credit shall be transmitted to CUASA.)

- (a) The workload credit applies YES/NO
- (b) If no, the following workload credit is given: \_\_\_\_\_

5. Cancellation

The employer may cancel the CUTV portion of a course which is the subject of this agreement at any time and must give notice to the instructor. If the notice of cancellation is given to the instructor less than 30 days before the first scheduled class, the instructor will be provided with the agreed workload credit set out in clause 4.

6. Re-Use and Compensation

- (a) It is intended that this CUTV course shall be rebroadcast
  - not at all
  - summer session \_\_\_\_\_ The copyright holder shall be the instructor of record YES/NO
  - fall session \_\_\_\_\_ The copyright holder shall be the instructor of record YES/NO

EMPLOYER PROPOSALS May 11, 2012

This package sets out the Employer's bargaining position on the articles included in this package as of this date. The Employer reserves the right to amend its position, including the right to add, modify or delete any proposals if not accepted in its entirety.

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[ ] winter session \_\_\_\_\_ The copyright holder shall be the instructor of record YES/NO  
\_\_\_\_\_ times over \_\_\_\_\_ years The copyright holder shall be the instructor of record YES/NO

The creator shall have the right of first refusal to be assigned the instructor of record YES/NO

(b) The copyright holder retains the right to make revisions and edit the course prior to rebroadcast.

(c) Compensation

(i) When the copyright holder is also the instructor of record, there will be a workload credit of half the credit value of the course plus a payment of 33% of the appropriate additional compensation specified in Article 43.1.

(ii) Financial compensation to the copyright holder who is not the instructor of record shall be a payment of 33% of the appropriate additional compensation specified in Article 43.1.

(iii) Variation of this standard shall be by mutual agreement. (Information on workload credit shall be transmitted to CUASA.)

Compensation: \_\_\_\_\_

Workload Credit: \_\_\_\_\_

Other: \_\_\_\_\_

2. Re-use Outside University

The copyright holder has / has not (circle as appropriate) an interest in the reuse of materials covered by this contract outside this University. If such reuse is proposed, it will be the subject of a separate agreement.

\_\_\_\_\_  
Copyright Holder Date

Recommended by:

\_\_\_\_\_  
Chair/Director Date

Approved by:

\_\_\_\_\_  
Faculty Dean Date

\_\_\_\_\_  
Associate Vice-President, Student Services Date

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**CARLETON UNIVERSITY'S  
PROPOSALS  
FOR COLLECTIVE BARGAINING  
WITH  
THE CARLETON UNIVERSITY ACADEMIC STAFF ASSOCIATION  
(CUASA)  
May 11, 2012**

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### **Article 33: Duration And Continuance Of The Agreement**

33.1 Except as specifically otherwise provided herein, the Collective Agreement ratified by the parties on shall be binding and remain in effect from May 1<sup>st</sup>, **2012** until and including the 30<sup>th</sup> day of April **2016**.

### **Article 45: Financial Compensation**

May 1, 2012 - 1.00% scale increase

May 1, 2013 - 1.00% scale increase

May 1, 2014 - 1.25% scale increase

May 1, 2015 - 1.50% scale increase

*This financial proposal is being presented on the basis that any change to monetary items in addition to this proposed scale increase will be costed as part of a total compensation package.*

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