

**IN THE MATTER OF THE *ONTARIO LABOUR RELATIONS ACT, 1995*
AND AN ARBITRATION**

BETWEEN:

Carleton University Academic Staff Association

(“the Association”)

- and -

Carleton University

(“the University”)

RE: Instructor Workload Grievance – School of Computer Science

BEFORE: M.G. Mitchnick - Sole Arbitrator

Appearances for the Association:

Christal Cote, CUASA Legal Services
Representative

Chinnaiah Jangam, Chair, CUASA
Grievance Policy and Administration
Committee

Alex Aucoin, CUASA Grievance Support
Services Assistant

Hanan Mankal, CUASA Grievance
Support Services Assistant

Appearances for the University:

Michael Kennedy, Counsel

Chuck Macdonald, Dean, Faculty of
Science

Michel Barbeau, Director, School of
Computer Science

Amy Wyse, Director, Labour Relations

Joshua Hruschka, Senior Labour
Relations Officer

Hearing held by videoconference on November 11th and 24th, 2021; February 23rd
and April 5th, 2022

AWARD

1. This is a policy grievance brought by the Association to challenge the way the University is calculating the maximum teaching load for Instructors in the School of Computer Science, in particular by including *unscheduled* teaching time of the Faculty members in the formula used to calculate the Instructors' own teaching load. More specifically, the Association claims that, under the terms of the collective agreement, it is improper for the University to include .5 for grad supervision in the calculation of the "normal full teaching load" for Faculty members, thereby increasing the maximum teaching load for Instructors from 2.25 (averaged over 2 years) to 3.0. The problem that the Association has to get over is that the identical grievance was brought by it several years ago before Arbitrator Paula Knopf on behalf of the Instructors in the Faculty of Arts and Social Sciences (FASS). And in an award issued June 11th, 2015, Arbitrator Knopf found the University's inclusion of that unscheduled teaching component to be correct.

2. Flowing from that, the University raised a preliminary objection that the matter had thus been determined, and was now *res judicata* between the parties. The Association's response to that was, first of all, that the award of Arbitrator Knopf, as indicated, involved the Faculty of Arts and Social Sciences, whereas the Computer Science department rests within the Faculty of Science. The importance of that, the Association submitted, was that the collective agreement itself recognizes the way workload can vary across Faculties and even departments within a Faculty, and indicated that the relevant practice in Science, including the School of Computer Science, was diametrically opposite to that which Arbitrator Knopf saw at the FASS on this point. On the basis of that assertion, I ruled that the Association was entitled to have an opportunity to call its evidence to establish that, and the matter proceeded accordingly.

3. The Association first called as its witnesses two long-standing Instructors in the School of Computer Science. Jason Hinek, an Instructor in the School for the past 9

years, testified that he was told on hiring that he would be teaching 6 half-courses a year, or 3.0 credits, and that is what he has done. That corresponds with the University's position in this matter, as affirmed by Arbitrator Knopf for the sister Faculty, and does not assist the Association. Next was Christine Laurendeau, hired into the School in 2009, and its longest-serving Instructor. Dr. Laurendeau testified that she was hired to replace someone who had been teaching 5 half-courses a year, or 2.5 credits annually, and again, that is what she did. That is less than what the University considers to be the maximum, but neither does it support the Association's practice argument of a maximum 2.25 over a two-year average. Dr. Laurendeau's only knowledge of what her Faculty member colleagues in the School teach was with respect to a Professor who had a 1.5 in-class teaching load while engaged in research, but went to 2.5 when his research activities ceased. That, given the dispute here over *unscheduled* teaching, does not help the Association either.

4. The focus here, once again, given the derivative formula for Instructors, is the "normal full teaching load" that is assigned to a department's *Faculty*, and the Association was able to bring forward no Faculty member in the School to attest to the Association's version of the practice. Instead, the Association's Faculty-member witnesses came from the Departments of Mathematics and Biology, respectively.

5. Angelo Mingarelli is a Professor in the Math Department and currently the President of the Association. His own scheduled teaching over his many years in the department, barring specific release time, has traditionally been 2.0, made up of 4 half-courses a year. That, once again, is a teaching load that would not assist the Association's position in this matter. He indicates that as President, however, he has more of a general awareness of teaching loads in the Faculty, and it is his understanding that the *normal* "teaching" load in the Faculty of Science, unscheduled included, is 1.5 credits. Questioned further on that, Professor Mingarelli stated that he knows from colleagues "that it may have been 1.5 in Physics or Chemistry, for example; how far back that goes, I wouldn't know".

6. The Association's final witness was Professor Root Gorelick, a faculty member in the Biology Department cross-appointed to Mathematics, and Past-President of the Association. Like Professor Mingarelli, Professor Gorelick testified that in the Biology Department the supervision of grad students related in his view to "research", not "teaching". Apart from that, however, on the "teaching" component he stated:

Since I've been there it has been 1.5 academic credits per year. That meant the equivalent of 2 undergraduate courses. The remaining .5 varies year to year, but includes teaching grad courses, supervising undergrads.

That, I note, is consistent with the instructions for course assignment emanating from the Department's administration, and filed in evidence. The Association also put in evidence recent emails to faculty members from the Acting Administrator of the Biology Department with the additional comment:

Instructor faculty teach 2.25 credits per year, but over 24 months averaged, so that would be 2.5 credits one year and 2.0 credits the next year, alternating.

7. As with Professor Gorelick's evidence, that *does* support the position of the Association here; but it relates to the Biology Department, not the School of Computer Sciences. Once again, as the University stresses, there was no Faculty member called from the School of Computer Science to testify as to the standard teaching load within *that* department; and it is common ground, as the Association has emphasized in its response to the Knopf award, that the practice with respect to teaching load can vary from department to department. Like Professor Mingarelli, Professor Gorelick was an entirely transparent witness, identifying the limits of what he actually knew, and his examination in chief closed out with the following exchange:

Q: Are you aware of any specific past practices relating to the subject of Instructor workload?

A: Not sure how to answer. Nothing more than what it's explicitly saying on the teaching preference memo's [referenced above]. If that's a "practice".

Q: Based on your experience with assignments in the Faculty of Science, what is the teaching norm?

A: It does vary across units. But most of the colleagues I've worked with teach 1.5. I know Math is different. And Computer Science is different. I believe those are the two outliers.

8. Not surprisingly, there was no cross-examination on Professor Gorelick's evidence. Rather, the University called evidence of its own with respect to the history of the "teaching" workload in the School of Computer Science itself. That evidence came in the main from Professor Michel Barbeau, a faculty member in the School since 2000, and Director of the School since July of 2019. Professor Barbeau testified that when he began at the School, the in-class teaching load was 2.0 credits, equalling 4 courses. In 2001, however, the School successfully got approval to reduce that assignment to 3 in-class courses, and change the remaining .5 credit to grad supervision (as set out in the University's Reply to the grievance). That was done to place greater emphasis on research and publication, and was communicated to all members of the School's faculty in an email from then Director Frank Dehne as follows:

Dear Colleagues,

I am writing to update you on our process to move the School to a base teaching load of three courses per year for faculty members with active research record.

Having previously received the blessing of the VP Academic and Dean, provided we get the plan to work (incl. scheduling), we have now received a time schedule and room assignment for our new teaching schedule. Besides a few minor things still to be fixed, our plan has now a working schedule and agreement with Scheduling and the other departments involved.

Many thanks to Maureen for the good work. A slightly revised teaching schedule will be e-mailed to you soon. I am therefore pleased to announce that our School has now a base teaching load of three courses per year for faculty members with active research record.

The all overriding goal is to ensure that our School is a leader in Computer Science Research and that we will further improve our reputation as a world class group of researchers. I believe that the new teaching load will be a big help towards this goal.

...

The University's evidence is that that change has indeed been successful in raising the School's research profile and global ranking, and is the way "the normal full teaching load" for its faculty members has been assigned ever since.

9. I accept that evidence. But in any event, the onus, as the Association knows, was on it to show a different practice for the School of Computer Science than was considered by Arbitrator Knopf for the Faculty of Arts and Social Sciences, and I cannot find that that onus has been met. Although there is evidence of a practice of a 1.5 teaching load *including* unscheduled teaching activities like grad supervision in some (though not all) of the other departments in the Faculty, the Association was able to provide no cogent, direct evidence from the Association showing that to be the practice at the School of Computer Science itself. Dr. Hinek, in providing his understanding of the assigned "teaching" load for his faculty counterparts stated:

I've never seen a faculty member teach 2.0 in a given year; all of my experience has led me to believe that all teach 1.5 in each year. 2.0 is 4 courses.

Dr. Hinek is clearly correct, as far as the *scheduled* teaching assignments in the department are concerned. But the issue here is with the *.5 unscheduled* component that the University's evidence sets out, and that Arbitrator Knopf found must be included in the "normal full teaching load" calculation as well.

10. Dr. Laurendeau's testimony was similar to Dr. Hinek's, indicating that on her understanding "teaching load" is confined to the in-class course assignments only, and does not include a .5 credit for grad supervision on top of that. Notably, however, as the exchange on that went:

Q: Based on your understanding of the collective agreement, is there a difference between teaching load and workload?

A: Not that I'm aware. Because my job is primarily teaching, it's usually referred to as a teaching load.

That perspective is understandable, certainly from an Instructor’s point of view. And indeed, that was essentially the position advanced by the Association in the challenge to the University’s calculation in the earlier case. But again, Arbitrator Knopf found on the language of the parties’ collective agreement that the unscheduled component must be included in the calculation under Article 13.4(b)(i) as well. And the University notes that the language of Article 13.2(f) has since been amended to provide even further clarity on the point with respect to the conclusion arrived at by Arbitrator Knopf.

11. Summing up then, as indicated above, the Association has failed to demonstrate by its evidence that the School of Computer Science has had a practice of “normal full teaching load” for its faculty members other than that seen by Arbitrator Knopf at the Faculty of Arts and Social Sciences, and I must find that Arbitrator Knopf’s conclusion applies with equal force to the Instructors at the School of Computer Science. The Association having failed to establish such a contrary practice at the School to begin with, I can find no “change” having been made to the practice in the period giving rise to this grievance, and the Association’s case law in that regard, as well as Article 6 of the collective agreement, have no application.

12. In the result the grievance must be dismissed.

Dated at Toronto this 18th day of May, 2022

A handwritten signature in black ink, appearing to read "MGP Maitland". The signature is written in a cursive style with a horizontal line underneath the name.

Sole Arbitrator