

# COVID-19 Bulletin # 2

## Course Caps: What's Happened to My Workload?

Some of you may be asking yourself this question in some shock and dismay as the consequences of the move to Emergency Remote Teaching hit. If you think you are being asked to do anything that contravenes the terms of NUFA's 2019-2022 Collective Agreement, contact the Grievance Committee with your concerns.

The administration has been using the pandemic to try to remedy some of the university's purported financial problems. The fact that we are not in physical classrooms means that they have unilaterally increased course and section caps and declared some courses with healthy enrolments to be under-enrolled.

So, for example: a professor teaches two sections of one course that have traditionally been capped at 40 students per section; one of these sections has 40 students in it and the other section has 12; the smaller section is declared to be under-enrolled, the sections are collapsed into one section of 52 and the professor now owes 3 credits to the university. For a CASBU member, this would mean getting one stipend instead of two: the same amount of work for half as much money.

The administration is using the Collective Agreement as a weapon against faculty to maximize FASBU workload and decrease CASBU contracts. They don't have to make these choices—nothing in the CA mandates it—but they do. And it is faculty who bear the brunt of those decisions. Shifting and increased workloads affect our pedagogical choices and our ability to run courses as we originally designed them. Shifting and increased workloads have taken time from the other parts of our job: research and service.

At the same time as this collapsing of sections and raising of caps is happening, administrators thank us for our collegiality and urge us to show compassion to our students. Both the thanks and encouragement would ring truer if there were some evidence of collegiality and compassion from the university's senior administrators.

Here's what the Collective Agreement does and does not say about changes in teaching workloads for FASBU and CASBU Members.

### **FASBU CA**

#### **28.2 (a)**

*Each Member on a tenure-track or tenured appointment will be assigned, following consultation with the Member and Chair, Director, or Dean as appropriate, in accordance with Article 28, one of the following workloads*

The workloads that follow are normal, teaching-intensive, and research intensive at an average of five, six, and four 3-credit courses respectively spread over two consecutive academic years. If your Dean is trying to change *this* part of your workload, you should contact Grievance.

What the Collective Agreement does not say is anything about *caps*: if the Dean raises the caps on your course by collapsing sections of the same course that used to be constrained by the size of a physical classroom but are no longer in a physical classroom, the Collective Agreement offers little recourse.

#### **28.7 Balancing Teaching Load Among Members**

Subject to Article 28.1(a), the Dean, in consultation with the Chairs or Directors of academic units, will **attempt to ensure a reasonably equitable workload** among Members within an academic unit and among Members within a Faculty over time. The Chair or Director, after consultation with Members of the academic unit, will provide the Dean with a recommendation for an equitable workload within the academic unit. An equitable workload will permit all Members to pursue fairly their research activity. **A Member who believes that the Member's assigned teaching load is excessive in relation to other Members has the right to have the Provost review the Member's workload. The Provost will provide the Member with a written response.**

"Attempt" and "reasonably equitable" are of course examples of the kind of language that is open to interpretation. However, what is not open to interpretation is "The Provost will provide the Member with a written response": what the response might be, of course, is up to the Provost.

### **CASBU CA**

#### **20.1**

*(a) Part-time Instructors are responsible for all instruction and grading in an assigned course.*

*(d) Part-time Instructors may apply to their Dean for marking assistance.*

If your caps have been raised beyond what you feel to be reasonable for the pedagogical integrity of your marking, you have this one recourse in the Collective Agreement of applying to the Dean for marking assistance. Unfortunately, past precedence suggests the application is unlikely to be successful.

### Chairs and Directors: Take Note!

The Collective Agreement is not the only resource available to you when trying to ensure equitable workload among the Members of your academic unit and the pedagogical integrity of your program. NUFA would like to draw your attention to the following Senate Policy, which seems to be less widely-known than it should be:

#### Course Waiting List Policy

*Course enrolment limits are essentially of two types. The first type is simply the capacity of the lecture room or laboratory in which the class is scheduled to meet, and can only be increased by relocating to a larger room (which may or may not be possible). The second type of limit is one which is proposed by an individual course instructor or by an entire discipline, and approved by the Dean for pedagogical reasons. **Raising this type of limit** (assuming that the room capacity would allow this) **requires the agreement of the instructor or the discipline responsible for initially establishing the limit.***

<https://academiccalendar.nipissingu.ca/Catalog/ViewCatalog.aspx?pageid=viewcatalog&catalogid=7&chapterid=579&topicgroupid=2741&loadusercredits=False>

As the first type of limit comes under attack with the move to emergency remote teaching, the second type of limit should be held to by Chairs, Directors, and the academic units they lead. Do please let us know if you try resisting raised caps and collapsed sections with this policy and what the response is. Also, since this is a Senate policy and not a provision of the Collective Agreement, let Senate know.

#### In Sum

The university is trying to save money by taking advantage of the disappearance of physical classrooms by raising caps and/or collapsing sections of a certain courses. The Collective Agreement contains no language about caps, but the Senate policy on course waiting lists does. NUFA is fighting back with an Association Grievance on Workload.