Article 5.7 – Instructor to Faculty Ratio

This has been one of the most contentious parts of the collective agreement in this round of bargaining.

A lot of context is needed to understand this issue, we attempt only to provide the minimum necessary here. Our core position is that instructors can and do make immense contributions to the academic mission of the University of Regina and so does faculty research. We want to find a solution in which the role can be expanded where appropriate without sacrificing the research mission of the university.

The collective agreement has contained some form of instructor to faculty ratio since at least 2005, and the 13% ratio has remained in place, including at the start of bargaining for the 2017 collective agreement. The language currently in force reads:

The number of academic staff members with Instructor appointments, excluding Instructors in the ESL Program and the Institut français, shall not exceed thirteen per cent (13%) of the number of in-scope members in the faculty category with tenure-track and tenured appointments. Before any proposed new Instructor position is advertised, the University shall verify that such an appointment will not result in this limit being exceeded.

The thirteen per cent (13%) limit excludes an agreed-upon number of academic staff members currently holding Instructor appointments. As these Instructors leave employment at the University, the number of Instructors excluded from the thirteen per cent (13%) limit shall be reduced to zero.

The principle behind Article 5.7 is that research faculty are fundamental to the identity of our university.

As early as 2013, the University became aware it was in, or about to be in, violation of the instructor ratio. The violation was triggered in large part due to their decision to change from attempting to staff the new Faculty of Nursing with research faculty to filling positions with
instructors. Despite the collective agreement prohibiting it, these additional instructors were hired without adding to the complement of research faculty in Nursing or other areas.

In 2015, URFA launched a grievance against the University Administration over Article 5.7. Since that time, the University Administration has conceded that they are in violation of the Article, but the grievance has yet to be completely resolved because both URFA and the University agreed to consider Article 5 in the current round of bargaining.

During the current round of collective bargaining a number of proposals covering Article 5.7 have been made, both by URFA and the University.

URFA’s original position was to replace the instructor/faculty ratio with a faculty to student ratio, enforced every year. This would allow the institution the flexibility to supplement research faculty with instructors at will, but not to replace research faculty with instructors. The intent of the proposal to ensure the current research capacity of the University of Regina was preserved as an integral part of the institution’s identity, while allowing the university to hire additional instructors. This proposal was designed to be zero current cost to the institution (the ratio would be set slightly lower than the current faculty to student ratio). Acceptance of this proposal would have resolved the outstanding instructor ratio grievance without the expense of arbitration and without requiring additional hiring. This was rejected by the University.

The University’s original proposal was to remove the instructor ratio from the collective agreement entirely and collapse both the instructor and faculty ranks into a single category. No one in the newly created category would be required to have research as part of their duties. While this proposal had the benefit of allowing instructors to progress to the level of Professor, it did nothing to ensure that the University of Regina maintains a reasonable portion of faculty connected to the creation of new knowledge. Research remains a key component of the University’s strategic plan (https://www.uregina.ca/strategic-plan/). The proposal to eliminate the ratio and collapse the Instructor and Faculty into a single category is essentially the proposal made to and rejected to URFA outside of collective bargaining in 2016. We also rejected this proposal at that table.

The University’s next proposal was an instructor ratio of 25%, nearly double the collective agreement currently governing operations. We explored this possibility with the University’s bargaining team without endorsing it. We were willing to consider it (but not necessarily to agree to it), provided the University commit to creating several additional instructor positions as soon as possible, to avoid the possibility of the inflated ratio being met through attrition of the faculty ranks. They refused to consider a commitment to hire Instructors. We could not consider a faculty ratio of 25% without such a commitment and thus rejected their proposal.

Instead we altered our original proposal, to ensure that temporary increases in enrolment did not force the institution to hire faculty. We proposed that the faculty to student ratio be based on the four year moving average of the full time equivalent student body. Under this proposal,
the university would not be required to hire unless the four year moving average of the faculty to student ratio was below 3% (again chosen to represent current levels) in two consecutive years. This proposal was rejected by the University.

The University then proposed returning to the original 13% ratio in the collective agreement and indicated this would be their final position on this issue. We did not formally respond.

Later in bargaining, when discussing remaining issues, we pointed out that 5.7 remained unresolved and that they had declared an unwillingness to bargain further. The University then proposed maintaining the 13% ratio, while excluding the Faculty of Nursing from the calculation. After assessing the offer, it was determined this was the same proposal made by the University and rejected by the URFA executive outside of bargaining in 2013. We did not formally respond to this proposal in isolation. Instead we included Article 5.7 in a package proposal.

On January 21st, 2019, URFA combined all outstanding issues, except merit, into a single package proposal in an effort to move bargaining on several stalled issues forward. This package included our earlier proposal on a faculty to student ratio based on a four year moving average. During the January 29th bargaining session, the University rejected packaging the remaining issues and responded to our proposals piecemeal.

During this response, the University bargaining team declared that they had received legal advice to the effect that our proposal concerning Article 5.7 contravened Section 62 the University of Regina Act, and was thus unlawful. They also indicated that on the basis of this legal advice they now considered the existing language in Article 5.7 in contravention of the Act, and that they would not bargain over Article 5.7. It was in this context that their current proposal, which eliminates any limits on non-research academic staff members, was submitted.

There are two very troubling implications if their current stance. First, if their legal opinion is correct, every member of the senior administration who has been involved negotiating or ratifying the academic collective agreement since the instructor/faculty ratio was included committed an egregious error – some on multiple occasions. Were such egregious errors to have occurred, University Council would be justified in considering a motion of non-confidence in the senior administration. Second, this stance calls into question our members right to collective bargaining.

We have done our own review of the University of Regina Act (including Section 62) and sought our own legal opinion. Needless to say, neither we nor our legal counsel share the University’s assessment of the status of Article 5.7. We believe we have the right under the Canadian Charter to collectively bargain these terms of our employment.

We believe we have put forward a reasonable solution to the University’s previous violation of the collective agreement regarding the instructor ratio at zero cost and resolving the outstanding instructor ratio grievance. Were our proposal accepted we would not be unique
among Canadian universities. Wilfred Laurier University sets a faculty to student ratio of 1:25 or 4% (Section 18.2.3) and Université Laval which guarantees the number of faculty shall not be less than 1,280.

Our proposals are designed to allow the University the flexibility to employ an unlimited number of instructors where they support the academic mission while ensuring that the research mission of the university is not compromised.

Unfortunately, they have yet to meaningfully engage with us concerning this proposal.