

Proposed Contract Goals for discussion

Goals of the *Academic Responsibilities* article

1. To ensure that LD Members with FR Status have the same right to participate in Departmental, Faculty, Senate, and University committees that deal with issues pertinent to their Academic Responsibilities or Working Conditions as do FT Members [s. 6 & 8].
2. To eliminate the requirement for on-campus availability for Distance Instructors, consistent with the LoU on Distance Studies [s.9(e)].

Goals of the *Annual Performance Evaluation* article

1. To modify procedures and criteria for evaluating Contract Faculty to recognize research, service, or professional activities that enhance a Member's knowledge and/or competence, whether specified in a Letter of Appointment or not.
2. To provide that where LD Members are among those to be evaluated, an APE Committee may include one LD Member.
3. To ensure that an unacceptable rating in Teaching should not be based exclusively on student evaluations.
4. To eliminate contradictions in APE reporting during Sabbatical Leaves.

Goals of the *Appointments* article

1. To better protect Bargaining Unit work by:
 - a) reducing the categories of exceptions and the circumstances under which teaching may be assigned to non-members, and
 - b) setting ceilings for the percentage of courses taught by non-members in a unit, subject to mutually agreed-upon special requirements of the unit.
2. To improve job security for all contract faculty by:
 - a) narrowing and clarifying the grounds for non-renewal of both Full-Time and Part-Time Appointments,
 - b) a new category of "Continuing" Full-Time or Part-Time Appointments for long-serving Members based on their average workload over a specified period of time, up to a normal FT workload, and
 - c) providing that holders of Continuing Appointments shall be automatically short-listed for any tenurable appointment for which they have prima facie qualifications,
 - d) to narrow "operational reasons" as grounds for non-renewal.
3. To ensure courses which are taught in different departments but which are substantively similar are counted as separate instances of the same courses for purposes of calculating FRR.
3. 1 To ensure that the term "a particular course," as used to calculate teaching entitlements, will be deemed to include any substantially similar course that subsumes or replaces it in the curriculum, regardless of changes to the name, number, or calendar description.
4. To provide for continuity of membership for LD Members once they have established initial eligibility.
5. To require that a Letter of Appointment for any LD position should include maximum and minimum enrollment limits, and should specify compensation for additional duties.

Goal of the *Association Dues* article

1. To waive dues during any term in which an LD Member is not teaching, while ensuring Membership continuity.

Goals of the *Association Rights* article

1. To increase amount of release time.
2. To create appropriate release time for the Grievance Officer.
3. To provide a full-course release for the Chief Negotiator following negotiations.

Goals of the *Conflict Of Interest and Conflict of Commitment* article

1. To clarify the locus of responsibilities owed by Members in cases of Conflicts of Interest and Conflicts of Commitment.
2. To extend the opportunity for the assertion of conflict of interest.

Goals of the *Copyright* article

1. To generally clarify the terminology of the Copyright Article in relationship to the Intellectual Property Article in the current contract.
2. To simplify the terminology of the Copyright Article along the lines of paragraph 5 of the CAUT Model Clause on Intellectual Property.
3. To seek greater uniformity between section 3 (Materials Produced in the Course of Fulfilling Academic Responsibilities) and section 4 (Works Commissioned by the Employer for Use by Others) of the current Article.
4. To eliminate or reduce instances of the Employer negotiating directly with Members instead of with the Association.
5. To provide further clarity to exceptions to the general rule of Member ownership and to expand the Employer's duty to consult with and inform the Association about side agreements and commissioned works.
6. To clarify the scope and limitations of the 5-year non-exclusive license granted to the Employer for Members' works; and to limit the duration of the license to the period of the Member's continued employment with the Employer.
7. To clarify and limit the Employer's ability to withdraw from agreements for commissioned works.
8. To remove blanket exclusion of works resulting from outside activities from Promotion & Tenure and Annual Performance Evaluation considerations.
9. To remove possible disincentives to openly post course materials on the Internet.

Goals of the *Department Chairs and Directors of Schools* article

1. To ensure that the Committee will solicit opinions of all Members of the Department, both Part-Time and Full-Time, regarding the selection of the Chair. (addition to 12.1)
2. To provide parallel treatment in various Leave Articles for Removal Expenses and/or Self-Funded Research Grants.

Goals of the *Discrimination and Harassment* article

1. To clarify the intent of Clause 9.5.b: that, where a request can be made by either party to refer the matter to an Investigation, an Investigation shall be initiated.
2. To stipulate that the External Investigator retained in any dispute shall have demonstrable expertise in that area and no conflict of interest, subject to the approval of the Association.

Goals of the *Education Leave* article

1. To extend the range of professional development activities for which this leave can be used, and to make it available to Part-Time as well as Full-Time Members.
2. To ensure that all qualified Contract Faculty are eligible to apply for internal and external research or other funding, and are provided with the same assistance and accommodation in relation to such funding as Probationary and Tenured members.
3. To ensure that Education Leave shall not be arbitrarily denied.
4. To provide parallel treatment in various Leave Articles for Removal Expenses and/or Self-Funded Research Grants.

Goal of the *Exchange Leave* article

1. To provide parallel treatment in various Leave Articles for Removal Expenses and/or Self-Funded Research Grants.

Goals of the *Income Security* article

1. To extend Probationary period for Leaves in excess of six months.
2. To clarify and expand Retention of Previous Entitlements.
3. To provide for a P&T review extension for lengthy absences during the probationary period.
4. To ensure that a Member on LTD who is also able to work somewhat continues to receive Employer pension contributions based on full nominal salary.
5. To remove Sick Leave absences in excess of six continuous months from the three-year APE-reporting period.
6. To ensure that the Employer is responsible, when a Member becomes ill, for the temporary re-assignment of teaching duties and, if any, resulting remuneration.

Goals of the *Information* article

1. To expand the information provided by the Employer.
 - a. Under Clause 1a and 1b, to require unique identifiers be assigned to each employee by the Employer.
 - b. Under Clause 1a, to require that the Employer provide the department and faculty for each faculty member.
 - c. Under Clause 1a, to require a brief explanation of why nominal salary and actual salary are not equal when this is the case.
 - d. Under Clause 1a and 1b: To require disclosure of the PER allocation for each faculty member and the amount spent on an annual basis.
 - e. HCSA data as in d).

- f. Under Clause 1b: To require increased information about part time faculty members including: Faculty, Department, Date of first appointment at UWO, Highest earned degree and year obtained, birth date.
 - g. Under Clause 4: To require the same information be provided for non-members involved in teaching as for part time members.
 - h. Identify pre-Members.
2. To increase the frequency at which information is provided by the Employer with respect to Full-Time faculty.
 - i. Under Clause 1a, require information to be provided at least every 6 months and also 3 months after every systematic increase in pay, such as Scale, PLCP or Salary Anomaly increases.
 3. To list all information requirements in the Information Article.
 - j. There are information requirements in the following articles that have been identified. There may be more that have not been noted:
 - i. Annual Performance Evaluation clause 7.4
 - ii. Child and Family Care clause 1.3
 - iii. Compensation and Benefits clause 33
 - iv. Health and Safety clause 2.3
 - v. Institutional Performance Indicators, clause2, 4
 - vi. Privacy, clause 8
 - vii. Copyright 3.1
 - viii. Privacy 6
 - ix. APE and Workload docs
 4. To require the Employer to provide an annual listing of Members who are Basic Scientists in clinical departments and elsewhere on campus.

Goal of the *Macintosh Support* article

1. To ensure local support at the same level as PCs, for Macintosh computers.

Goal of the *Management Responsibilities* article

1. To require the Employer to exercise its powers in a manner that is both fair and reasonable.

Goal of the *Pregnancy, Parental/Adoption Leave* article

1. To postpone the Promotion and/or Tenure decision for one year for each PPAL of at least 24 weeks unless the Member, upon initiation of the Leave, waives the postponement in writing to the Dean (and Chair or Director, where applicable).

Goals of the *Promotion and Tenure* article

1. To develop a system whereby both CFTAs and CLDAs (as defined in the Appointments Article) may apply for promotion up to the level of Associate Professor based on teaching record, academic qualifications, and other value-enhancing activities and accomplishments.
2. To extend Probationary period for Leaves in excess of six months.

Goals of the *Reduced Responsibility* article

1. To specify time lines for the responsibilities of the Dean (and Chair or Director, where applicable) and the Provost in the article Reduced Responsibility.
2. To deem the application approved should the Dean (and Chair or Director, where applicable) or the Provost fail to meet the time lines.

Goals of the *Sabbatical Leave* article

1. To date accrual for Permanent Members (as defined in clause 2.1, p. 195) from start of employment, not from date of ratification. (Clause 4.2).
2. To allow a Member to postpone an approved Sabbatical, particularly for compassionate reasons.
3. To eliminate contradictions in APE reporting during Sabbatical Leaves.
4. To define "satisfactory" in term "satisfactory record of accomplishment in Research" (Clause 13.c, p197).
5. To remove decanal discretion for denial of Sabbatical Leave.
6. To start Grievances at Step 2. (page 198, Clause 13.2)

Goal of the *Workload* article

1. To provide Full-Time Limited-Term faculty with no Research component to their Workload with a term free teaching, including a workload reduction of one FCE, every three years in order to catch up on new developments in areas of specialization and update course materials.

Goals of the *Women's Studies and Feminist Research Letter of Understanding F*

1. To tidy up the Letter so that the now unnecessary references to the transition from Centre to Department are deleted.
2. To streamline the re-appointment of Affiliate Members by making it explicit that the five-year term is renewable.
3. To reduce the size of the Promotion and Tenure Committee because it is anomalous in the University. Instead of four Full-Time Members appointed in the Department and three Affiliate Members (in addition to the Dean(s) and the Chair and the two Full-Time Members who are not appointed in the Faculty), WSFR proposes three Full-Time Members appointed in the Department and two Affiliate Members, each from a different Faculty.
4. To elect three Affiliate Members as full voting members in the department in order to strengthen their role in the department. This practice would replace the current anomalous practice of having a Governing Committee, which has become in practice the 'committee' that meets for the fall and spring department meetings. Affiliate Members, whose participation is critical in the Department, are particularly needed on collective agreement committees, curriculum committees, the graduate program, and in the intellectual life of the department.
5. To allow Limited Term Members to become Affiliate Members (currently ruled out by the eligibility clause).
6. To bring the Appointments Committee into line with the Appointments clause in the Collective Agreement, to have at least two Affiliate Members, each from a different Faculty.