Summary of 2022-2026 UWOFA-F Tentative Agreement Part A: Highlights

COMPENSATION AND BENEFITS – Full-Time Salaries

Scale Increase

• Year 1: 1.0%; Year 2: 1.0%; Year 3: 1.0%; Year 4: 3.0%

Lump Sum to Base

Year 4: \$1750

Salary Floors

Increase by 5% in Year 1 and by scale in Years 2, 3 and 4

Performance-Linked Career Progress (PLCP) – Salary Breakpoints

Increase by scale in each year

Performance-Linked Career Progress (PLCP) -Value of Salary Points

Increase by scale in each year

Career Trajectory Fund: Year 4 only

- \$1,023 per Full-Time Member allocated to the fund
- All FT Members eligible for adjustments
- Comparison to similar faculty at comparator universities removed internal comparison only, based on gender first
- Same cap on total adjustment value per Member (\$10,000)
- Higher threshold for clawback/reduction of adjustment amount (\$180,000 not \$150,000)

COMPENSATION AND BENEFITS – Part-Time Member Pay

Experience Premium

Permanently rolled into Per-Course Base Rate for all Members

Base Rate Increase

Minimum compensation for teaching a course increases by 1% in Years 1, 2 and 3;
 by 3% in Year 4

New Seniority Premium

 1.2% added to the Per-Course Base Rate in each year of the agreement, in addition to the Base Rate Increase above

Don Wright Faculty of Music

- Minimum Base Hourly Rates for studio courses increase by scale + seniority premium (1.2%) in Years 1, 2, and 3
- Effective as of Year 4: new hourly rate for Members with Standing Appointment
 - Base Hourly Rate will increase by 3% in Year 4
 - Standing Appointment Hourly Rate = 5.17% higher than the Base Hourly Rate in Year 4
 - Seniority Premium of 1.2% will be added to both Base Hourly Rate and Standing Appointment Hourly Rate
- FCE for conducting designated ensembles in the Faculty of Music adjusted to 1.0
- FCE for coaching chamber music and instrumental methods remain unchanged

Pay for Employer-mandated training and course-based work outside of contract dates

• Effective Year 1, \$400 for a full day (8 hours) or \$50 per hour for periods less than a full day

Increase to Course cancellation stipend

• Effective Year 3, 18% of income for teaching the course if cancelled before the first scheduled class; 25% if cancelled on or after the first scheduled class

COMPENSATION AND BENEFITS – Full-Time Flexible Benefit Credits

- No change in flexible benefit credits, still \$2,500 in each of the years of the agreement;
- For PER, can now incur expenses and receive reimbursement up to the end of the agreement (previous deadline was March 31 in the year the agreement expires)

COMPENSATION AND BENEFITS – Part-Time PER

• Effective Year 2, PER for Part-Time Members will be \$275 flat rate per 0.5 full course equivalent and will be available at the start of the contract (was \$250 for the first 1.0 FCE and \$75 for each 0.5 FCE after, to a cap of \$700)

COMPENSATION AND BENEFITS – Full-Time Member Benefit Improvements

Mental Health Benefits

- Effective Year 1: 85/15% co-pay arrangement up to the reasonable and customary charge like prescription drugs and dental, with mental health benefits contributing to the out-of-pocket maximum (\$450 single; \$900 family)
- Expanded list of providers: Mental Health Professional Services includes services
 delivered by providers who are registered by the College of Psychologists of Ontario,
 the College of Registered Psychotherapists of Ontario, the College of Nurses of
 Ontario, the College of Occupational Therapists of Ontario, the Ontario College of
 Social Workers, Ontario Registered Clinical Counsellor or the Canadian Registry of
 Marriage and Family Therapists

Vision Care Benefits

 Effective Year 3: coverage of yearly eye exams up to \$75 (up from \$25) and glasses/contacts, etc. at \$600 every two years (up from \$300)

Promotion Bonus

 Effective Year 4: \$5,000 one-time payment upon promotion to Associate Professor and Professor and upon receipt of Tenure for those hired as Probationary Associate Professor

COMPENSATION AND BENEFITS – Part-Time Member Benefits

Potential Options to Replace Pay in Lieu of Benefits

 LOU to form a Joint Working Group on the feasibility of Part-Time Benefits; agreedupon recommendations to be implemented within the life of the agreement

COMPENSATION AND BENEFITS – Benefit Improvements for all Members

Pregnancy, Parental and Adoption Leave

- Effective Year 1: eligible for SEIB for Pregnancy and Parental leave upon hire
- Greater access/transparency for Part-Time Members with Preferred Status

Compassionate Leave with Pay

 Effective Year 1: covers the ESA-provided Domestic or Sexual Violence Leave and Child Death Leave

Caregiving Leaves with SEIB top-up

 Effective Year 3: provides SEIB to 95% of salary for ESA-provided Family Medical Leave and Critical Illness Leave

JOB SECURITY FOR CONTRACT FACULTY - Limited Term No End Date

- A Member becomes eligible for consideration by the Appointments Committee for Limited-Term No End Date (LT NED) status after ten years of continuous Limited-Term Appointment (changed from twelve years in previous agreement)
- Dean must provide reasons in writing for the denial of an LT NED Appointment

JOB SECURITY FOR CONTRACT FACULTY – Teaching Scholars

- A minimum of 6 positions to be created in the period of the Collective Agreement
- Internal recruitment (among current Limited-Term and Part-Time Members) for the period of the Collective Agreement for at least 6 of those positions

JOB SECURITY FOR CONTRACT FACULTY – Limited Duties Conversions

- Twelve Limited-Term positions to be created for the conversion of Limited-Duties
 (LD) Appointments for eligible Part-Time Members
- Reasonable efforts to create 50% of these positions in Arts & Humanities, Music, FIMS and Education, at least half of them to be in Arts & Humanities and Music.
 Reasons must be given to Joint Committee if unable to do so.
- Limited-Term Appointment initially for a three-year term and is renewable (previously two-year term)
- Eligibility: have taught an average of at least 2.5 courses under LD Appointments in the three years prior to September 30 of each year of the Collective Agreement (previously 3.0 over four years)

JOB SECURITY FOR CONTRACT FACULTY – Standing Appointments

 Eligibility for a half course Standing Appointment is based on each half course taught within a Unit in at least six Fiscal Years of a contiguous nine Fiscal Year period under a Limited Duties Appointment (previously 7 of 10).

(Annual) Performance Evaluation

- Performance Evaluation every three years (except for Members who are assessed below acceptable level in at least one of Research, Teaching, Scholarship Activity or Service, who are required to undergo evaluation annually)
- Rating assigned for PLCP will carry over the three-year period
- Performance Evaluation optional for Part-Time Members
- Provision for formative meeting with the Chair prior to the submission of the Performance Report

Workload

- Specifies the Workload balance for Teaching Scholars: Service and Scholarship Activities approximately equal (formalizing the 60 20 20 balance implicitly agreed to in 2018)
- Expands the Workload Committee to ensure representation of the range of teaching done in the Unit (i.e., course types, experiential learning)
- Significantly expands the list of aspects of workload that must be addressed in the Workload Document, to clearly demonstrate how work in the Unit is to be equitably distributed among Members and how resources are to be allocated to support Members' work
- Prescribes training for Workload Committees
- Requires the Dean to address concerns in writing within 15 working days of a meeting with a Member to review their Workload
- Requires the Workload Committee to determine the (normally greater) weighting of experiential learning courses, based on specified relevant factors
- Stipulates that a Member who is creating a new experiential learning course will be provided appropriate recognition for the work involved, such as course release, workload adjustment or compensation

Summary of 2022-2026 UWOFA-F Tentative Agreement

Part B: All Changes

ACADEMIC FRAUD AND MISCONDUCT

Incorporates revised MAPP 7.0 policy into the agreement, maintaining language that
the Association's agreement is required through Joint Committee to incorporate any
revisions or successor policy in the agreement, with the agreement taking
precedence over policy.

ACADEMIC RESPONSIBILITIES OF MEMBERS

- Incorporates language moved from Appendix E of the agreement pertaining to responsibilities associated with supervision of graduate students
- Adds language prescribing steps the Employer must take prior to initiating a formal investigation of a complaint regarding a Member's fulfillment of their Academic Responsibilities

ALTERNATIVE WORKLOAD

 Employer's proposal to give the Dean the right to impose an Alternative Workload – WITHDRAWN

(ANNUAL) PERFORMANCE EVALUATION

 Changes the name of the process to "Performance Evaluation" and the name of the report to "Performance Report"

- Changes the frequency of evaluation to once every three years, except for Members
 who are assessed below the acceptable level in at least one of Research, Teaching,
 Scholarship Activity or Service, who are required to undergo evaluation annually
- Stipulates that Performance Evaluation is optional for Part-Time Members
- Adds a requirement for a mentoring meeting with the Chair, Director, or Dean in the weeks preceding submission of the Performance Report
- Adds a requirement for an annual meeting with the Dean or designate for Members who are required to undergo evaluation annually (see above)
- Adds a provision for a Member on Long-Term Disability to receive the same assessment as in the previous evaluation prior to the leave
- Adds a provision for a review of the Workload of Members of Equity-Deserving Groups and addressing concerns arising from the review
- REMOVES the provision requiring that ratings be distributed such that category c)
 (good) represents the level of performance expected to be achieved by the majority
 of Members. Assignment of category a) (exceptional) will normally not exceed 10%
 of Members in a Department/Unit (or 2 where there are fewer than 20 Members).
 Assignment of category b) (very good) will normally not exceed 30% of Members in
 a Department/Unit (or 6 where there are fewer than 20 Members).

APPOINTMENTS

- Adds a definition of a Cross Appointment and the process for granting such an appointment
- Clarifies that permanent alterations of the Workload balance of a Member with a Joint Appointment must be negotiated with the Member and documented in a revised Letter of Appointment
- Limited-Term No End Date (LT NED) status after ten years of continuous Limited-Term Appointment (changed from twelve years in previous agreement)
- Requires the Dean to provide written reasons for denial of a renewal of a Limited-Term No End Date appointment
- Eligibility for a half course Standing Appointment is based on each half course taught within a Unit in at least six Fiscal Years of a contiguous nine Fiscal Year period under a Limited Duties Appointment (previously 7 of 10).

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CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

 Requires Members who employ students whom they teach, advise or supervise, or in the evaluation of whose academic work they have responsibilities, to provide the Dean certain specified information about the employment; also requires the Employer to remind such Members of their legal responsibilities associated with the employment relationship

DEPARTMENT CHAIRS AND DIRECTORS OF SCHOOLS

 Prescribes the election of a Member to act as alternate on the Chair Selection Committee

DISCIPLINE

- Clarifies investigative processes for allegations not covered by the Articles Academic Fraud and Misconduct and Discrimination and Harassment
- Clarifies disciplinary processes, incorporating terms of a Memorandum of Settlement regarding provision of investigative reports to the Association
- Provides that a Member receives a copy of the Investigative Report

DURATION OF THE AGREEMENT

Four-year agreement from July 1, 2022 to June 30, 2026

EDUCATION LEAVE

 Adds that requests for Education Leave will not be arbitrarily denied and that the Dean will give written reasons for denial

EMPLOYMENT EQUITY

 Adds "persons of any sexual orientation or gender identity" to the list of designated groups for employment equity

GRIEVANCE & ARBITRATION

 Removes the requirement that a different OFR consultant handle grievances at steps 1 and 2 of the grievance process

IMPLICATIONS OF TECHNOLOGY

- Name change for Western Technology Services
- Added the requirement of explicit agreement between the Parties for any required use of ICTs in courses

INCOME SECURITY - COMPASSIONATE LEAVE

- Adds provisions for Compassionate Leave with Pay: Effective Year 1, covers the ESA-provided Domestic or Sexual Violence Leave and Child Death Leave
- Adds provisions for Caregiving Leaves with SEIB top-up: Effective Year 3, provides SEIB to 95% of salary for ESA-provided Family Medical Leave and Critical Illness Leave
- Clarifies language outlining the process for an Independent Medical Examination
- Members returning from Long-Term Disability leave shall have their salaries reinstated at a level that incorporates negotiated increases, including PLCP increases based on the process set out in Clause 9.5 of Performance Evaluation

INFORMATION

- Employer to provide Association with UWO email addresses of Members
- Employer to indicate which Members have Standing Appointment and Preferred Status in the provided list of Members on Limited Duties Appointments

OFFICIAL FILE

• Transition language to include the movement toward an electronic Official File

PREGNANCY, PARENTAL AND ADOPTION LEAVE

- Effective Year 1: Members are eligible for SEIB for Pregnancy, Parental and Adoption leave upon hire (previously after one year)
- Language to allow for greater transparency for and access to PPAL for Part-Time Members with Preferred Status (Employer did not accept two parents employed by Western being eligible for SEIB: issue currently subject to a grievance)

PROFESSIONAL EXPENSE REIMBURSEMENT

- Reimbursable expenses can now be incurred and submitted by the expiry of the Collective Agreement (previous deadline was March 31 in the final year of the Agreement)
- Effective Year 2, PER for Part-Time Members will be \$275 flat rate per 0.5 full course equivalent and will be available at the start of the contract each term (July 1, Sept 1, Jan 1, May 1) (was \$250 for the first 1.0 FCE and \$75 for each 0.5 FCE after to a cap of \$700)

PROMOTION, TENURE AND CONTINUING STATUS

- Employer proposal to stipulate unreasonable criteria for a Member on a Limited-Term Appointment to achieve Promotion - WITHDRAWN
- Employer proposal to require 5 external referee letters WITHDRAWN
- Language added to reinforce the confidentiality requirement of P, T & CS Committee deliberation

- Material added to the Members P, T & CS file shall be removed in cases of early consideration or if a Member withdraws their file (i.e., not available in subsequent review)
- Clarified language to allow the non-Home Unit Dean to provide a separate recommendation in the case of P, T & CS processes for Joint Appointment

RECOGNITION

 Adds a definition of Affiliate Appointment as someone from outside the University who has an affiliation with an Academic Unit

REDUCED WORKLOAD

Allow waiver of 6-month notice period due to unforeseen circumstances

RETIREMENT AND RESIGNATION

- New clause: Retirement or resignation of a Member shall not increase the Workload of the Full-Time Members in the Unit
- Incorporated language from LU on Phased Retirement
- Members who have held a Limited-Term Appointment for at least five years at the rank of Lecturer or Assistant Professor may be granted Professor Emeritus status upon recommendation of the Dean
- Retired Members shall maintain their uwo.ca email account and free access to the same online services and applications as Members

SABBATICAL LEAVE

 Deadline imposed for the Dean to request more information regarding a sabbatical request

WORKING CONDITIONS

- Provision of T2200s for all Members who did not have access to an office on campus and had to use work space in their home for five or more working days in a calendar year and/or were required to pay for work-related expenses for which they were not reimbursed
- Library access for Part-Time Members extended to 24 months (from 12)

WORKLOAD

- Specifies the Workload balance for Teaching Scholars: Service and Scholarship Activities approximately equal (formalizing the 60 20 20 balance implicitly agreed to in 2018)
- Expands the Workload Committee to ensure representation of the range of teaching done in the Unit (i.e., course types, experiential learning)
- Significantly expands the list of aspects of workload that must be addressed in the Workload Document, to clearly demonstrate how work in the Unit is to be equitably distributed among Members and how resources are to be allocated to support Members' work
- Prescribes training for Workload Committees
- Requires the Dean to address concerns in writing within 15 working days of a meeting with a Member to review their Workload
- Requires the Workload Committee to determine the (normally greater) weighting of experiential learning courses, based on specified relevant factors
- Stipulates that a Member who is creating a new experiential learning course will be provided appropriate recognition for the work involved, such as course release, workload adjustment or compensation

LETTERS OF UNDERSTANDING - NEW OR CHANGED

LU – CENTRE OF ENGINEERING LEADERSHIP AND INNOVATION (CELI)

- Name change and removal of old transition language
- Changes to reflect new definitions of Cross-Appointment and Affiliate Appointment

LU - COVID-19 PANDEMIC PROVISIONS

 Preserves terms agreed to for considering COVID effects on performance in APE, notes Probationary term extensions granted due to COVID, postponement of Sabbatical Leaves

LU DEPARTMENT OF GENDER, SEXUALITY AND WOMEN'S STUDIES

- Name change and removal of old transition language
- Changes to reflect new definitions of Cross-Appointment and Affiliate Appointment
- Removal of requirements of Affiliate Members on committees and overall simpler specification of where practices differ from those in other Departments

LU – DIRECTOR, SCHOOL OF MATHEMATICAL AND STATISTICAL SCIENCES (SMSS)

Revised to account for administrative changes in the Unit

LU FIRST NATIONS STUDIES PROGRAM

 Pending side table negotiations – see LU Indigenous Faculty Members Side Table Process

LU INDIGENOUS FACULTY MEMBERS

 Pending side table negotiations – see LU Indigenous Faculty Members Side Table Process

LU INDIGENOUS FACULTY MEMBERS SIDE TABLE PROCESS

 Acknowledges negotiations in side table on LOU Indigenous Faculty Members, and LOU Indigenous Studies Program

LU JOINT WORKING GROUP ON OPTIONS TO PAY-IN-LIEU OF BENEFITS TO PART-TIME MEMBERS

 Creates Joint Working Group to study feasibility of options for benefits for Part-Time Members and make recommendations to be implemented during the life of the Collective Agreement

LU LIMITED DUTIES CONVERSIONS

- Renewal with amendments:
 - Twelve Limited-Term positions to be created for the conversion of Limited-Duties (LD) Appointments for eligible Part-Time Members
 - Reasonable efforts to allocate 50% of these positions in Art & Humanities, Music, FIMS and Education, with 50% of those allocated to Arts & Humanities and Music. Reasons must be given to Joint Committee if unable to do so.
 - o Limited-Term Appointment initially for a three-year term and is renewable
 - Eligibility: have taught an average of at least 2.5 courses under LD
 Appointments in the three years prior to September 30 of each year of the Collective Agreement

LU – MASTER OF PUBLIC HEALTH PROGRAM

• Changes to reflect new definitions of Cross-Appointment and Affiliate Appointment

LU- MEMBERS WITH DISABILITIES JOINT WORKING GROUP

 Creates a Joint Working Group to review aspects of the working conditions of Members with disabilities and make recommendations

LU – MUSIC PERFORMANCE STUDIES (MPS) STUDIOS AND ENSEMBLES

- Removal of Joint Working Group language
- Incorporation of language from LU Payroll for Studios Within the Faculty of Music

LU – PROVISIONS FOR RECRUITMENT TO TEACHING SCHOLAR TRACK APPOINTMENTS

- A minimum of 6 positions to be created in the period of the Collective Agreement
- Internal recruitment (among current Limited-Term and Part-Time Members) for the period of the Collective Agreement for at least 6 of those positions

LU – SCHOOL OF BIOMEDICAL ENGINEERING

Changes to reflect new definitions of Cross-Appointment and Affiliate Appointment

LU TRANSITION PROVISIONS FOR PERFORMANCE EVALUATION

- Stipulates terms for allocation of Members to a year of evaluation based on preferences they indicate to the Chair, Director or Dean
- Indicates that Base Salary Points (BSPs) for Members who participate in year two or three will be based on 2022-23 APE ratings or average of previous 3 years' assessment, whichever is greater
- Specifies terms for optional participation in Performance Evaluation outside the year to which a Member is allocated
- Clarifies terms for Performance Evaluation Committees to be elected and to identify procedures and criteria

LU WORKLOAD STUDY GROUP

Renewal of LU, extending the timeline for the group to complete its work

LETTERS OF UNDERSTANDING - NOT RENEWED

- LU Annual Performance Evaluation
- LU Centre for Environment and Sustainability (CES)
- LU Payroll for Studios within the Faculty of Music (incorporated into LU Music Performance Studies)
- LU Phased Retirement (incorporated into Retirement & Resignation)

- LU Transition Provisions for Recruitment to Teaching Scholar Track Appointments
- LU Transition Provisions for Recruitment of Former Members to Teaching Scholar Track Appointments

LETTERS OF UNDERSTANDING – RENEWED

- LU Appointments Clause 3D Assignment Limits
- LU Centre for Theory and Criticism
- LU Department of English and Writing Studies-Special Provisions for the Collective Agreement Committees and Processes
- LU Documentation of Waivers
- LU Evaluation of Courses and Teaching
- LU Non-Traditional Units
- LU Office Space for Standing Appointees
- LU Posting and Selection of Limited-Duties Appointments in the Faculty of Education
- LU Special Provisions for Appointing Additional Associate Deans and Vice-Deans
- LU Technical Support of Macintosh

APPENDIX C - ARBITRATORS

· Revisions to list of names

APPENDIX E

 Deletion from here of terms pertaining to supervision of graduate students, which are moved to Academic Responsibilities of Members

HOUSEKEEPING ONLY CHANGES TO THE FOLLOWING

Association Rights

Closure or Reorganization of an Academic Unit

Court Leave

Definitions

Deferred Salary Leave

Discrimination and Harassment

Entry or Return of Administrators to the Bargaining Unit

Exchange Leave

Leave of Absence

LU – Online Courses

LU – Standing Appointment Accrual

LU - Western Research Chairs

NO CHANGES TO THE FOLLOWING ARTICLES

Academic Freedom

Association Dues

Basic Scientists in Clinical Departments

Child and Family Care

Copies of the Agreement

Elected Public Office Leave

Emergency Suspension

Summary of 2022-2026 UWOFA-F Tentative Agreement

Financial Emergency

Health and Safety

Institutional Performance Indicators

Intellectual Property

Joint Committee

Liability Insurance

Management Responsibilities

No Strike or Lock-Out

Privacy

Use of Facilities and Services Provided by Third Parties Under Licence or Contract

Vacations and Holidays

Appendix A – OLRB Certificate 4482-97-R

Appendix B – Canadian Library Association

Appendix D – Studios and Ensembles in the Don Wright Faculty of Music