



## GENERAL MEETING

**Wednesday, March 26, 2014**  
**3:30 – 5:30 pm**  
**Somerville House, room 2316**  
(snacks will be available)

### A G E N D A

1. Approval of the Agenda
2. Approval of Minutes of the General Meeting, November 5, 2013 **EXHIBIT I**
3. Business Arising
4. President's Report: *A. Hearn*
5. Nominating Committee Report: *J. Compton* **EXHIBIT II**
6. Collective Bargaining Committee Report: *D. Belliveau (Chair)*  
Discussion of the proposed Contract goals. **EXHIBIT III**
7. Chief Negotiator's Report: *J. Tennant*
8. Announcement:  
Annual General Meeting: April 29, 2014 from 12:00 noon to 2:00 pm  
Room 2202, Spencer Engineering Building
9. New Business
10. Adjournment

UWOFA General Meeting Minutes  
 Tuesday, November 5, 2013  
 11:30 am – 1:30 pm  
 Social Science Centre, room 2024

Speaker: Stephen Pitel

President: Jeff Tennant

The Speaker called the meeting to order at 11:35 am. Attendance was according to the Nominal Roll. The Speaker reminded attendees that only members of the Faculty Association were permitted to vote on motions.

**1. Approval of the Agenda:**

**MOVED:** J. Davies/R. Robertson  
 THAT the Agenda be approved. **CARRIED**

**2. Minutes of the April 23, 2013 Annual General Meeting:**

**MOVED:** T. Murphy/J. Lamarche  
 THAT the minutes of April 23, 2013 Annual General Meeting as shown in Exhibit I be approved.  
**CARRIED**

**3. Business Arising:**

There was no business arising from the April 23, 2013 Annual General Meeting.

**4. President's Report: J. Tennant**

The President reported the following:

**UWOFA Communication Assistant:** UWOFA recently hired a Part-time Communication Assistant, Vanessa Brown. She starts work on November 25, 2013.

**Collective Bargaining Committee:** Members of the Collective Bargaining Committee are: Kathleen Fraser (Chief Negotiator), Dan Belliveau (Deputy Chief Negotiator), Ann Bigelow (Negotiating Team), Jim Davies (Negotiating Team), Caroline Dick, Kane Faucher, Jamie Johnston (Negotiating Team), Steve Lupker (Negotiating Team), Michael Naish, Walter Rushlow, Laura Stephenson and John Wilson (Negotiating Team). Work of this committee is well underway. CAUT will be conducting a training session in December 2013.

**Librarians & Archivists Bargaining Unit:** Two major initiatives came out of the last Collective Agreement: the Librarians & Archivists Workplace Climate Committee and the Librarians & Archivists Pay Equity Committee. The work of both of these committees continues.

**UWOFA Faculty Representative Council:** Information on the Faculty Representative Council can be found on the UWOFA website.

**Copyright:** Negotiations continue between Western University and Access Copyright. UWOFA-Librarians & Archivists Member Tom Adam has been appointed to a new temporary position as Project Manager and Special Advisor to the Provost. In this new position, he will be responsible for developing and implementing a comprehensive copyright literacy strategy for Western. In addition to this new temporary position, a Copyright Literacy Steering Committee has been established. Alan Weedon (Vice-Provost, Academic Planning, Policy & Faculty) will chair the Committee. Membership of the committee will include Jeff Tennant (President, UWOFA) and Debra Dawson (Director, Teaching and Learning Services).

**Student Protest:** During orientation week a group of undergraduate students were directed by Campus Police to leave the campus for distributing a leaflet about student debt. UWOFA sent a letter to G. Kulczycki (Vice-President, Resources & Operations) and J. Deakin (Vice President Academic & Provost) expressing concern about the implications for academic freedom of this incident. A working group has been established to review the Administrative Policy & Procedure 15.1, *Demonstrations, Protests, Distribution of Literature and Related Activities*.

**Donations:** The Executive approved a donation of \$500 to the London & District Labour Council to help with the cost of the Labour Day Picnic.

**5. Treasurer's Report: R. Robertson**

R. Robertson reviewed the audited statements for the years ended April 30, 2012 and April 30, 2013 as presented in Exhibit II.

**6. OCUFA Director's Report: A. Hearn (OCUFA Director)**

A. Hearn summarized the Ontario government's differentiation and program prioritization agenda. She explained that the goal of differentiation is to have every university go through a program prioritization exercise which involves identifying strengths and areas that are less strong in each university with the thought of eliminating duplications and reducing waste across the university sector. Some universities have begun the process of program prioritization. UWOFA will continue to monitor the situation.

A. Hearn explained that OCUFA has developed a survey to gather information about Members' opinions on the higher education sector and the Ontario government's initiatives. UWOFA has agreed to distribute the survey to its Members.

**7. Collective Bargaining Committee Report: K. Fraser (Chief Negotiator)**

K. Fraser reported that the Committee is working on drafting goals for Membership approval. The Committee is working closely with UWOFA's Committee for Contract Faculty, Grievance Committee, Salary Committee, Pension & Benefits Committee, and Technology and On-line Learning Committee.

**8. Joint Committee Report: K. Fraser**

K. Fraser reported that the University Librarian, Joyce Garnett formally stepped down from her responsibilities as University Librarian on June 20, 2013. She will officially retire on March 31, 2014.

**9. Grievance Committee: T. Hooks (Grievance Officer)**

T. Hooks explained that UWOFA has two Collective Agreements that the Grievance Committee is responsible for: the Librarians & Archivists bargaining unit and the Faculty bargaining unit.

From the Librarians & Archivists bargaining unit the cases include three outstanding Policy Grievances (*Association Dues*). These three Policy Grievances are before an arbitrator. UWOFA contends that non-union members are doing work of the Librarians & Archivists bargaining unit.

From the Faculty bargaining unit UWOFA has received two arbitration awards: a Promotion & Tenure award and an award dealing with the non-renewal of Limited-Term and Part-Time Members.

T. Hooks provided the following summary of the Promotion & Tenure arbitration award:

A Promotion & Tenure candidate was unanimously endorsed by the Promotion & Tenure Committee, but not supported by the Dean or the Provost because they did not think that the Member fulfilled the requirement to disseminate his research. The opinions of the referees were mixed, but the referees were also not aware of the fact that the Member's manuscript had been accepted for publication by a reputable scholarly press at the time they wrote their reviews. The arbitrator ordered the University to contact the referees advising them that the Member's monograph had been accepted for publication and to "request that they indicate in writing how any of their previously expressed opinions, recommendations, or answers to any of the questions included in the Guidelines for External Referees are altered by that information." After receiving the referees' responses they were to be added to the Promotion & Tenure file for the consideration of the Promotion & Tenure Committee. If the Promotion & Tenure Committee were to make any revision to its previous recommendation, those revisions were to be sent to the Provost. If the Dean were to make any revisions to his previous recommendation, these were to be sent to the Provost. And finally the Provost "shall re-determine whether the Grievor is to be granted or denied promotion and tenure". Although this process does not guarantee promotion and tenure for the Member it is an arbitral victory because the best arbitration decision that can be achieved is a reconsideration of the file.

T. Hooks provided the following summary of the non-renewal of Limited-Term and Part-Time Members award:

For the most part, the Arbitrator did not accept the Association's argument with respect to the meaning of *Appointments*, clause 8.3.a ("that the position will cease to exist for operational reasons"). The Arbitrator did accept UWOFA's arguments with respect to irregularities in procedures related to the non-renewal of one of the Limited-Term Members involved in the grievance. The Arbitrator ruled that his non-renewal was invalid. So, on behalf of this one individual Member, the Union won.

**10. New Business:** None

**11. Adjournment:**

**MOVED:** R. Robertson/R. Millard

THAT the meeting adjourn. In the absence of any objection, **CARRIED** (1:20 pm).

**2014-2015 UWOFA ELECTIONS****Slate of Nominees**

**Vice-President** Kristin Hoffmann (Western Libraries)  
**Treasurer** Rick Robertson (Ivey Business School)

**Designated Faculty Seats** (two-year terms: July 1, 2014 to June 30, 2016)

Education	Marianne Larsen
Engineering	Anand Singh
Ivey Business School	John Wilson
Law	Grant Huscroft
Medicine & Dentistry	Hiran Perinpanayagam
Music	Colleen Richardson

**Designated Membership Seats** (two-year terms: July 1, 2014 to June 30, 2016)

Part-Time Membership	Kane Faucher (FIMS)
Limited-Term Membership	Nigmendra Narain (Political Science)

**At-large Seats****Librarian or Archivist Members** (two year term: July 1, 2014 to June 30, 2016)

Marni Harrington (Faculty Librarian, FIMS)

**Full-Time Members – elect two** (one for a two year term; one for a one-year term (replacing current Board Member who will begin a sabbatical leave on July 1, 2014))

Felix Lee (Chemistry)  
 Tony Percival-Smith (Biology)  
 Marjorie Ratcliffe (Modern Languages & Literatures)  
 Matt Stahl (FIMS)

<b>Speaker for UWOFA</b> (one year term)	Stephen Pitel (Law)
<b>Speaker for UWOFA-LA</b> (one year term)	Peggy Ellis (Western Libraries)
<b>Secretary for UWOFA-LA</b> (one year term)	Lise Doucette (Western Libraries)

**For Information: Continuing Officers and Board Members in 2014-2015**

<b>President</b>	Alison Hearn (FIMS)
<b>Past President</b>	Jeff Tennant (French)
<b>Secretary</b>	Graham Smith (Geography)

**Designated Faculty Seats**

Arts & Humanities	Jacques Lamarche
FIMS	James Compton
Health Sciences	Deb Lucy
Science	Ben Rubin
Social Science	Rob Wardhaugh

**Designated Membership Seat**

Librarian and Archivist Membership	Elizabeth Mantz (Western Archives)
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**At-Large Seats**

Jamie Johnston (Part-Time, Writing Program)
Tom Murphy (Sociology)

The following proposed Contract goals are presented for discussion. All proposed Contract goals will be presented to the Membership for approval through electronic balloting.

**Academic Responsibilities of Members**

1. To recognize that Part-Time Members are entitled to do service if they choose but they are not obligated to do so and will face no repercussions for refusing.

**Annual Performance Evaluation**

1. To amend the wording in clause 4 and 4.1 to make clear that the APE committee is to be elected annually.
2. To amend the wording of Clause 5 to allow review of the APE document to be done every 3 years.
3. To expand Clause 11.2.1 to account for APE scoring of members on Sick or Compassionate Leave in terms similar to those applied to members on Pregnancy/Parental Leave.
4. To introduce a term limit to APE committee membership.
5. To ensure that Members who have not held an appointment at the University for three complete academic years shall not be disadvantaged in the APE process or in the awarding of Salary Points.
6. To improve the "student teaching evaluation" instrument for all courses (in class, online, blended, etc.).

**Closure or Reorganization of an Academic Unit**

1. To clarify the role of the Academic Review Committee and ensure that the employer must provide information requested by the committee (Clauses 2.2-2.2.2)
2. To extend the application and protection provided in this article to all Full-Time members and Part-Time members with Standing Appointments (Clause 1.1, 3, 4.1).
3. To ensure that criteria that members must meet in order to demonstrate they have been successfully retrained are clear, that members are given sufficient time to meet the requirements of retraining, and that any costs of retraining are borne by the Employer.
4. To ensure that any early retirement package offered by the Employer as an alternative to reassignment or severance in the article is at least as good as that available under the article Retirement and Resignation (Clause 3.5).
5. To ensure that any member who cannot be reassigned will be offered adequate severance or notice (Clause 4.1) with a minimum payment and no maximum (Clause 4.3.2).

**Compensation and Benefits****Compensation Goals**

The principles embodied in these goals are that (i) our salaries should be no lower than those at any of the other "Bovey Six" universities aside from the University of Toronto – Guelph, McMaster, Queen's and Waterloo, referred to as "our comparator universities" in the goals, (ii) salary increases should be equitable, (iii) salary increases should appropriately recognize performance, and (iv) salary structure and changes should be transparent.

**Part-Time Members**

1. To ensure that Part-Time faculty are paid fairly and equitably relative to Full-Time faculty by tying the floor salary for a full course taught by a Part-Time Member to the average salary of a Full-Time Assistant Professor, ensuring that salaries are no lower than those paid to similarly situated faculty at our comparator universities.
2. To ensure, through a comprehensive, progressive salary grid, that Part-Time instructors receive salary increments that provide due and appropriate recognition for their teaching experience and other value-enhancing accomplishments.

3. To ensure that Part-Time Members in special circumstances or with special duties – for example those teaching in Music or in Additional Qualifications courses in Education – are compensated fairly and appropriately.
4. To increase transparency in the monthly statement of earnings received by Members, by requiring the employer to indicate the components of salary by contract.
5. To introduce compensation for extra-contractual duties and workload increases for Part-Time Members.
6. To introduce a wellness spending account for Part-Time Members.

#### Full-Time Members

1. To improve starting salaries to make them competitive with those at our comparator universities.
2. To bring the salaries of all Full-Time Members at Western to a level no lower than salaries paid to similarly situated faculty at our comparator universities.
3. To maintain comparable and competitive salaries, once they are achieved, by ensuring that the contract provides for both scale increases and career progress increments no lower than those at our comparator universities.
4. To redress salary anomalies for Full-Time Members at least once every two years, without creating a “cushion” that allows the Employer to hire at anomalous starting salaries.
5. To increase sabbatical pay bringing it into line with our comparator universities.
6. To ensure that faculty start-up grants are adequate.
7. To ensure that Chairs and Directors are fairly and adequately rewarded for their service to the university.
8. To provide an appropriate salary increase upon promotion.

#### General

1. To establish effective mechanisms to identify and remove the causes of any systemic pay inequity, especially for the four groups designated in the Employment Equity Act.
2. To make all retirement incentives and phased retirement accessible to all eligible Members, both Part Time and Full Time.
3. To provide immediate retirement incentives separate from phased retirement incentives, with a minimum incentive payment equal to one year’s salary.
4. To enhance phased retirement by raising the Phased Retirement Supplement, and by making phased retirement more accessible to more Members, including those beyond “Normal Retirement Age”.
5. To ensure Members have full access to any new retirement incentives provided during the period of the CA, irrespective of whether they already have a phased retirement agreement in place.

#### **Benefit Goals**

The principles embodied in these goals are that (1) Full-Time Member benefits improve to meet the needs of the Members and are in line with those at comparator universities; (2) Part-Time Members have an opportunity for benefits coverage comparable to other universities; (3) the long and outstanding service and commitment of Members who are now retired are recognized with benefits that meet their needs; and (4) Capital Accumulation Plan contributions and commitment by the Employer are increased to make certain a secure retirement future for Members.



Part Time Members

1. To introduce a Health Care Spending Account (HCSA) for Part-Time Members with the inclusion of flex credits between the HCSA and Professional Expense Reimbursement (PER).
2. To increase the amount of PER accumulation per course for each year of the collective agreement for Part Time Members.

Full Time Members

1. To obtain a significant increase in flex credits that can be applied to either PER or Health Care Spending Account (HCSA).
2. To allow for a portion of flex credits to be allocated to a Wellness Spending Account which could be used for items such as gym memberships and bus passes.
3. To add vision care and mental health care to the basic provisions under the current 85:15 co-pay arrangement in place for drugs and dental coverage.
4. To streamline the process of making claims to Manulife.
5. To ensure that all medical expenses eligible for tax credit as defined by the income tax act are covered by the Benefits plan.
6. To provide a HCSA for retired Members.
7. To continue the life insurance benefit up to retirement.
8. To ensure that ALL retirement benefits available to a Member at the time they agree to phased retirement remain available upon retirement and that any additional benefits negotiated during the phased period are also made available.
9. To match the duration of out-of-country travel insurance to that of OHIP guidelines.
10. To increase the Employer contribution to the Capital Accumulation Plan.
11. To increase the maximum age allowed for Members to contribute to their Capital Accumulation Plan to be in line with income tax regulations.
12. To allow Plan members a greater degree of flexibility and personal choice with respect to deciding where their invested money goes, as the members are the ones taking on the risk in a Defined Contribution Plan.
13. To require that all operations audits to which the Plan is subject (per the direction of the Joint Pension Board (JPB)) be conducted by an independent auditor not associated with the performance of general University audits.
14. To require greater disclosure as to the nature and types of funds in which members' money is invested. Members should have as much information available to them as they would from privately investing in a fund.
15. To require that there be UWOFA representation on the JPB in the form of an *ex officio* liaison between the JPB and UWOFA, so that UWOFA can have a formal channel through which to voice its Pension & Benefits related concerns directly to the Plan administrators.

***Discrimination and Harassment***

1. To ensure timely treatment of and due process for Members by developing a clearly defined process and inserting timelines in the *Discrimination and Harassment* Article.

**Education Leave**

1. To improve access to Education Leave for Limited-Term Members.

**Employment Equity**

1. To require the university administration to report annually a full summary of all the data they collect concerning applications from, interviews with and hiring of Members from the four designated groups.
2. To state clearly that discrimination by either the Employer or any Member in hiring, renewal, promotion or tenure based on membership in any identifiable group is not permitted.

**Income Security**

1. To ensure that Members returning from Long Term Disability (LTD) have their salaries reinstated at a level that incorporate increases provided under the LTD Benefit policy.
2. To define "sick leaves" such that it refers to either Short Term Disability or Long Term Disability.

**Information**

1. To require annual disclosure for each Member of (i) the total amount available to the Member under PER and HCSA, and (ii) the total amount of the PER and HCSA allocation that was spent by the Member during each year.

**Management Responsibilities**

1. To have a "Fair and Reasonable" Employer.

**Pregnancy and Parental/Adoption Leave**

1. To improve the wording to recognize that Members may apply for Compassionate Leave in cases where they are ineligible for Pregnancy and/or Parental/Adoption Leave (sections 2.1, 3.1.2, 7)
2. To improve provisions for Supplementary Employment Insurance Benefits (SEIB) so that all Members, regardless of whether the other parent is also a Member, are entitled to 24 weeks of SEIB.
3. To extend SEIB provisions to cover pregnancy leave *in addition* to parental leave.

**Professional Expense Reimbursement**

1. To simplify the process of reimbursement through the Professional Experience Reimbursement (PER) by providing a research account with speed code for such purchases and introduce a longer carry-forward period for PER that is not tied to the conclusion of current collective agreements.

**Promotion and Tenure**

1. To allow a Member who chooses not to grieve denial of tenure to choose to receive a severance payment in the amount of a certain proportion of annual salary in lieu of a one-year Limited-Term appointment.
2. To ensure appropriate consideration of extenuating circumstances in the Promotion and Tenure process.

**Sabbatical Leave**

1. To allow long-serving Limited-Term Members with a research component to their appointment to apply for Sabbatical Leave.

**Teaching Evaluations**

1. To substitute throughout the Collective Agreement the phrase "Student Opinion Surveys" for "Teaching Evaluations".

***Workload***

1. To add a clause to ensure that Probationary Members are only required to teach in 2 of 3 terms.
2. To ensure that the Workload of Limited Term members does not exceed Normal Workload in their unit due to high enrolments, TA supervision and training, curriculum development, program directorships, or other additional duties, except where allowed on a temporary basis and with an offsetting later reduction by the Workload article of the Collective Agreement.