



UWOFA Meeting of Faculty Bargaining Unit Members

Wednesday, March 28, 2018

9:00 to 11:00 am

room 117, North Campus Building

(snacks will be available)

A G E N D A

Call to order and land acknowledgement statement.

1. Approval of the Agenda
2. Update on Negotiation Process: *J. Tennant*
3. Presentation of Negotiation Goals: *J. Weststar and J. Tennant*

EXHIBIT I

Motion: THAT the following motion be decided by a mail ballot (online vote) of the members of the Faculty bargaining unit:

THAT the negotiation goals presented in Exhibit I are approved.

NOTE: Exhibit I will be available after the meeting of the board of directors on March 15, 2018.

4. Adjournment

UWOFA-F Bargaining Goals 2017-18

Definitions

- To clarify how results of a vote within a Unit are communicated.
- To stipulate the number of hours worked per course in such a way as to improve access to Employment Insurance benefits.
- To revise Collective Agreement language as needed to use current terminology for equity-seeking groups, e.g. indigenous peoples, and to use pronouns in a way that conforms to current norms of respect for gender diversity.

Academic Responsibilities of Members

- To allow Limited-Term Members to serve on Senate.
- To stipulate that work as an editor of a journal can be considered as activity in the area of Research or Service.
- To ensure that the definitions of Research, Teaching and Service reflect the Western University Indigenous Strategic Plan.
- To stipulate that preparation of data management plans (e.g. as required by Tri-Councils) is activity in the area of Research.

Annual Performance Evaluation

- To revise the terms for evaluation of teaching performance in line with proposed new Evaluation of Teaching Article.
- To require that the Dean report to Members on the distribution of APE ratings in the Department/Unit (e.g., the number of scores assigned in each range for Teaching, Research and Service).
- To require that Members receive some written feedback on performance rather than just numbers.
- To clarify language stipulating that the APE Committee is elected annually.
- To clarify that Full-Time Members vote in APE votes pertaining to evaluation processes relevant to them, and that Part-Time Members vote in those pertaining to evaluation processes relevant to them.
- To set a clear timeline for the Dean to approve the assessment of a Member's performance, place it in the Official File, and provide the Member notice of approval or non-approval.

Appointments

Appointments: General

- To revise the terms for evaluation of teaching performance in line with proposed new Evaluation of Teaching article.
- To define clearly the meaning of "operational reasons" for a position to cease to exist.

Probationary/Tenured Appointments

- To specify how publications prior to appointment at Western are considered in the evaluation of performance in Research in the Promotion and Tenure process.
- To require Chairs/Directors to encourage any person who is offered a Probationary Appointment to consult with the Association before signing their Letter of Appointment.

Contract Faculty Appointments

- To improve job security for current contract faculty through the creation of a continuing teaching appointment (status equivalent to tenure).

Limited-Term Appointments

- To strengthen the language for non-renewal of Limited-Term contracts.
- To provide a proper notice process for renewal of Limited-Term contracts.
- To reduce the period of time it takes to be eligible for a Limited-Term No End Date (LTNED) Appointment.
- To require the Employer to provide reasons for denying a recommendation for an LTNED Appointment.
- To allow for a Member to appeal the denial of an LTNED Appointment.
- To allow a Member to be considered for an LTNED Appointment when they reach the required number of years of service to be eligible, without having to wait for the expiry of their current contract.
- To allow service in a Probationary Appointment to count towards eligibility for an LTNED Appointment.

Limited-Duties and Standing Appointments

- To clarify the procedure for making emergency Limited-Duties appointments.
- To clarify how Standing Appointment eligibility accrues for a Member teaching the same course in two different Units.
- To clarify how length of service is determined for the purposes of severance in the termination of a Standing Appointment.
- To allow for greater job security by taking into account the number of courses taught in addition to length of service as an eligibility criterion for a Standing Appointment.
- To introduce provisions to maintain a Member's Standing Appointment status while on extended leave from the University or in circumstances of long-term illness.
- To increase the number of conversions for long-serving Part-Time Members to Limited-Term appointments.
- To allow scholars to hold simultaneously a Limited-Duties Appointment and an Adjunct Academic Appointment.
- To require the Employer, when an improper Limited-Duties appointment has been made, to provide the Member who should have been offered a contract to teach the course full salary and Standing Appointment accrual rights for the course to which they should have been appointed.
- To increase the cancellation stipend paid to Part-Time Members.

Association Rights

- To increase the teaching load release time for faculty members who serve the Association.
- To allow the President the option of an alternative workload that reduces the proportion of Research and correspondingly increases the proportion of Service.

Closure or Reorganization of an Academic Unit

- To extend the application and protection provided in this article to all Full-Time members and Part-Time members with Standing Appointments.
- To ensure that an 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.
- To ensure that any member who cannot be reassigned will be offered adequate severance or notice with a minimum payment and no maximum.

Compensation and Benefits

Compensation

Compensation: General

- To increase transparency in the monthly statement of earnings received by Members, by requiring the Employer to indicate the components of salary.

Full-Time Member Compensation

- To improve starting salaries for Full-Time Members to make them competitive with those at our comparator universities.
- To bring the salaries of Full-Time Members to a level no lower than salaries paid to similarly situated faculty at our comparator universities.
- 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.
- To increase Sabbatical pay bringing it in line with our comparators
- To redress salary anomalies for Full-Time Members through a salary anomalies fund.
- To establish reasonable limitations on the aggregate amount of market adjustments.
- To ensure an appropriate salary increase upon promotion.

Part-Time Member Compensation

- To require compensation for Part-Time Members who perform extra-contractual duties (for example those teaching in Music or those teaching large classes) or service work (e.g. on Annual Performance Evaluation Committees).

- 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.
- To ensure that Part-Time salaries are no lower than those paid to similarly situated faculty at our comparator universities.
- To ensure through a comprehensive, progressive salary grid, that Part-Time faculty receive salary increments that provide due and appropriate recognition for their teaching experience and other value-enhancing accomplishments.

Benefits

Benefits: General

- To improve the benefits plan to make it competitive with those at our comparator universities
- To require the Employer to use for benefit enhancement any Employment Insurance premium rebate funds for which it may qualify as a result of having a cumulative sick leave or short-term disability plan.

Full-Time Member Benefits

- To add coverage for sex-reassignment surgeries and other transition-related expenses not already covered under the benefit plan.
- To remove suicide as an exclusion to travel costs from our benefit plan.
- To change the default for HCSA to \$0 instead of \$700 when no election is made by the Member.
- To obtain significant increases in flex credits that can be applied to either PER, HCSA, WSA.
- To add vision care to the basic provisions under the current 85:15 co-pay arrangement in place for drugs and dental coverage.
- To add mental health care to the basic provisions under the current 85:15 co-pay arrangement in place for drugs and dental coverage.
- To ensure that all medical expenses eligible for tax credit as defined by the Income Tax Act are covered by the Benefits Plan.
- To ensure that improvements to current Member benefits also benefit retirees.
- To match the duration of out-of-country travel insurance for retirees to that of OHIP guidelines.

Part-Time Member Benefits

- To increase payment in lieu of benefits for Part-Time Members.
- To improve access to and increase the amount of Professional Expense Reimbursement accumulation per course for each year of the collective agreement for Part-Time Members.

Academic Pension Plan

- To significantly increase the amount of the Employer contribution to the Defined Contribution Pension Plan.
- To require that there be UWOFA representation on the Joint Pension Board (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-related concerns directly to the Plan administrators.

Duration of the Agreement

- To have a June 30, 2021 end date.

Education Leave

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

Employment Equity

- To require that committees under the Collective Agreement (e.g., APE, Appointments, Promotion & Tenure) include members of designated groups as specified by Equity/Human Rights Services (i.e., women, Indigenous peoples, visible minorities and/or people who are differently abled).
- To require the university administration to report annually a full summary of all the data they collect concerning job applications, interviews, and hiring of Members from the four designated groups as specified by Equity/Human Rights Services.
- To require the Employer to comply with the spirit and the letter of Bill 148 (Changing Workplaces Review) by addressing any inequities that are inconsistent with the principle of equal pay for equal work.
- To ensure explicit recognition in all Indigenous academic staff hiring, training, and evaluation procedures of qualifications and contributions including development and sharing of Indigenous knowledge and languages; engagement with culturally appropriate research and publication venues; community service; and any other relevant considerations including lived experiences with Indigenous communities.

Evaluation of Teaching

- To define the terms for the use of Student Questionnaires on Courses and Teaching (SQCT) results for formative feedback to Members on their teaching, and prohibiting their use in the summative evaluation of teaching performance.
- To introduce a process for the evaluation of teaching performance for the purposes of Annual Performance Evaluation, Appointments, and Promotion and Tenure, based on a teaching dossier and peer assessment.

Grievance and Arbitration

- To update the list of possible arbitrators.

Income Security

- To ensure that Members returning from Long-Term Disability (LTD) have their salaries reinstated at a level that incorporates negotiated increases.
- To define “sick leaves” such that it refers to either Short Term Disability or Long-Term Disability.
- To provide for paid leave for Members who are going through a sex reassignment.
- To introduce Supplementary Employment Insurance Benefits (SEIB) coverage for additional categories of leave: Compassionate Care leave, Family Caregiver Leave for Adults, Family Caregiver Leave for Children.

Information

- To require the Employer to provide an updated list of the additional Associate Deans twice a year.
- To require the Employer to provide the Association with a copy of the Standing Appointments report.
- To require the Employer to provide the Association with a copy of the Preferred Status report three times per year.
- To require the Employer to include data by Unit in the information provided regarding the proportions of Teaching done by non-Members, graduate students, post-doctoral scholars, Part-Time Members and Probationary and Tenured Members

Intellectual Property

- To establish the appropriate scope of any requirement to report the creation of intellectual property (other than patents and software).

Joint Committee

- To increase the number of Employer and Association representatives to five each.
- To provide for the Employer and the Association to each be assisted by supporting personnel at committee meetings.

Management Responsibilities

- To have a fair and reasonable Employer.

Pregnancy and Parental/Adoption Leave

- To improve Pregnancy and Parental/Adoption Leave to increase the flexibility of the benefit, increase access, and align with recent changes to the Employment Insurance Act.

Professional Expense Reimbursement

- To increase access to PER by lowering the minimum claim amount and allowing more frequent claims.
- To allow access to travel advances under the PER.

Promotion and Tenure

- To revise the terms for evaluation of teaching performance in line with proposed new Evaluation of Teaching article.
- To allow for the provision of external evaluations of teaching in cases of promotion to Professor.
- To include commercial contracts and patents as evidence of performance in Research.
- To require the inclusion of a research statement in the Promotion and Tenure file.
- To require the Dean to give the Member an opportunity to approve the file before the external review occurs.
- To require the Dean not to ask external referees whether a Member would qualify for tenure and/or promotion at their institution.
- To seek clarification on how and when the Dean invites the member to submit their file for Promotion.
- To require that comparator files be provided prior to Step 2.
- To add advice to Members to consult UWOFA in preparing a response to the annual interview report.
- To allow an arbitrator or arbitration board to award Promotion and/or Tenure.
- To require the Dean to remove from the Promotion and Tenure file any documents containing unsubstantiated allegations of wrongdoing.

Retirement and Resignation

- To provide immediate retirement incentives to individual Members separate from phased retirement incentives, and with a minimum standard in offers and to require that retirement incentives offered to individual Members be governed by Collective Agreement provisions.
- To eliminate reference to and use of the concept 'Normal Retirement Date'.
- To incorporate the two current LOUs on Phased Retirement into the Collective Agreement.
- To allow for Phased Retirement to begin up until age 71.

- To enhance the Phased Retirement Supplement by introducing an enhanced pension contribution during the phased retirement period and increasing the amount of the lump sum payment.
- To make all retirement incentives and phased retirement accessible to all eligible Full-Time Members.
- To ensure Members have full access to any new retirement incentives during the period of the CA irrespective of whether they already have a phased retirement agreement in place.
- 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.
- To increase the maximum age allowed for Members to contribute to their Capital Accumulation Plan to be in line with income tax regulations (i.e., 71 not 69).

Sabbatical Leave

- To clarify terms of eligibility for Sabbatical Leave for Limited-Term Members.
- To ensure clarity and consistency regarding how employment at another university counts toward Sabbatical Leave eligibility.
- To set a deadline for the Dean to send a letter asking for additional information about a Sabbatical Leave application.

Working Conditions

- To extend the period during which a Part-Time Member has access to library resources.

Workload

- To provide for fair assignment of work when a course assigned to a Full-Time Member is cancelled.
- To introduce terms governing how teaching work in the form of field trips, field courses, experiential learning courses and study abroad, etc., is counted in a Member's Workload.
- To ensure that Full-Time Members are not required to teach in more than two of three terms.
- To ensure that the Workload of Limited-Term Members does not exceed Normal Workload.
- To establish a working group on Workload.