

# **SUMMARY OF 2014-2018 UWOFA-F AGREEMENT**

## **PART A. HIGHLIGHTS**

## **ANNUAL PERFORMANCE EVALUATION**

- Employer's proposed expansion of lower end of evaluation scale WITHDRAWN

## **APPOINTMENTS**

- Increase of maximum length of Limited-Term (LT) appointment to 7 years
- Appointments Committee must review any non-renewal of an LT Appointment after 7 (previously, before the end of 10) years of service
- Renewal as LT "with no end date" for LT Members with 14 or more years of continuous LT service (upon recommendation by Appointments Committee, approval of Dean, Provost); 67 Members eligible for such renewal in the 4-year period of the Collective Agreement
- Employer's proposed reduction of cap on number of courses a Member can teach in LD (Limited Duties) appointments in a year WITHDRAWN

## **LETTER OF UNDERSTANDING (LU) LIMITED DUTIES CONVERSION**

- Up to 12 conversions of LD to LT, one per unit or two joint appointments per unit; Eligibility: average of at least 3.5 FCE per year over past four years

## **COMPENSATION AND BENEFITS: FULL-TIME SALARIES**

- Scale:
  - o Year 1: 1.25%, Year 2: 1.0%, Year 3: 1.0%, Year 4: 1.0%
- Lump Sum to Base:
  - o Year 1: \$1050 (=0.81% of average salary), Year 2: \$1050, Year 3: \$1050, Year 4: \$0
- Career Trajectory Fund: Year 4: \$800 per Member (=0.56% of average salary)
  - o first distributed to correct gender-based anomalies, then remaining funds "to be distributed systematically based on experience and accomplishment, but in a manner that gives special consideration to faculty whose salaries are determined to be below a trajectory appropriate to their career stage compared to similar faculty at comparator universities."
- Performance-Linked Career Progress (PLCP) for all FT Faculty:
  - o Breakpoints and Salary Point Values increase by 2% each year of the four-year agreement
- Employer's proposed "attenuation" of merit pay increases in upper salary range, as well as elements of their PLCP proposal disadvantaging LT Members WITHDRAWN

Year	Scale	Lump Sum	Career Trajectory	Other*	Total
2014-15	1.25%	0.81%		0.10%	2.16%
2015-16	1.00%	0.78%		0.05%	1.83%
2016-17	1.00%	0.76%		0.07%	1.83%
2017-18	1.00%		0.56%	0.09%	1.65%
<b>Total</b>	<b>4.32%</b>	<b>2.37%</b>	<b>0.56%</b>	<b>0.31%</b>	<b>7.68%</b>

**Table 1:** Increases to Full-Time Base Salary. \*Other = Chairs and Directors in 2014-15 plus PLCP Enhancement (i.e. increase to “merit pay” that is in excess of scale increase) in all years.

### COMPENSATION AND BENEFITS: PART-TIME SALARIES

Year	Scale
2014-15	5.00%
2015-16	2.00%
2016-17	2.00%
2017-18	2.00%
<b>Total</b>	<b>11.43%</b>

**Table 2:** Increases to Part-Time Base Salary

### COMPENSATION AND BENEFITS: FULL-TIME SALARIES

Year	Base Increases	Career Progress	PLCP Enhancement	Total
2014-15	2.16%	1.72%	(0.03%)	3.85%
2015-16	1.83%	1.65%	(0.05%)	3.43%
2016-17	1.83%	1.60%	(0.07%)	3.36%
2017-18	1.65%	1.56%	(0.09%)	3.12%
<b>Total</b>	<b>7.68%</b>	<b>6.69%</b>	<b>(0.24%)</b>	<b>14.48%</b>
<b>Average Annual</b>	<b>1.87%</b>	<b>1.63%</b>		<b>3.44%</b>

**Table 3:** Total Salary Increases for Full-Time Members, including PLCP.

<b>Universities</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Guelph	0.17	2.17	2.00
McMaster	1.90	2.80	2.80
Queen's	2.50		
Waterloo	3.00		
<b>"Bovey Four"</b>	<b>1.89</b>	<b>2.49</b>	<b>2.40</b>
<b>All Ontario</b>	<b>2.32</b>	<b>2.43</b>	<b>2.17</b>

**Table 4:** All Items to Base for "Bovey Four". "Bovey Four" is an unweighted average for Guelph, McMaster, Queen's and Waterloo. Included in the 1.90% at McMaster in 2014-15 is a 1.0% pension offset. "All Ontario" is a weighted average, as reported by OCUFA. Source: OCUFA Salary Settlements summary.

	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>Over Three Years</b>	
				<b>Total</b>	<b>Average</b>
Brock	1.75	1.50	1.50	4.83%	1.57%
Carleton	2.12	1.70	1.60	5.52%	1.79%
Guelph	0.17	2.17	2.00	4.39%	1.43%
Laurentian	2.00	2.70	3.50	8.42%	2.69%
Windsor	0.00	0.00	3.00	3.00%	0.99%
<b>Mean</b>	<b>1.21</b>	<b>1.61</b>	<b>2.32</b>	<b>5.23%</b>	<b>1.70%</b>
<b>WESTERN:</b>	<b>2.16</b>	<b>1.83</b>	<b>1.83</b>	<b>5.93%</b>	<b>1.94%</b>

**Table 5:** All Items to Base comparison with other major Ontario Universities that settled this year. Note: McMaster has a 1% pension offset in 2014-15. Correcting for that, it only has a 0.90% increase. Source: OCUFA Salary Settlements summary.

#### **COMPENSATION AND BENEFITS: BENEFITS**

- Flexible benefit credits for FT Members, as of January 1, 2016: \$2000 to be allocated freely, in \$100 increments, to the PER, the HCSA or a taxable Wellness Account (default if no election made, \$1400 PER and \$600 HCSA)
- Faculty Start-up Grant: automatic minimum \$6000 for all new Probationary Members and LT Members with at least 40% research workload

#### **COMPENSATION AND BENEFITS: PENSION**

- For Full-Time Members with 20 years or more of Full-Time service who are contributing 5.5% of Pensionable Earnings, Employer contribution increases to 9.0%
- Members may elect at any time to increase their contribution from 1.5% to 5.5% (irrevocable election).

#### **LU ONLINE COURSES**

- Developer under Course Authoring Agreement holds copyright

- Developer under Course Authoring Agreement has right to teach first time offered
- Enrollment limits for online courses not to exceed maxima in unit Workload document

# **SUMMARY OF 2014-2018 UWOFA-F AGREEMENT**

## **PART B. ALL CHANGES**

## **ACADEMIC FRAUD AND MISCONDUCT**

- Incorporation of *MAPP 7.0 Policy on Academic Integrity in Research Activities*, and its definitions of research misconduct
- Joint Committee to be advised of any changes to policy; changes to policy be incorporated into Collective Agreement only by agreement of the parties

## **ACADEMIC RESPONSIBILITIES OF MEMBERS**

- Part-Time Members' right to participate voluntarily in administrative responsibilities, but not expected to and have right to refuse such duties without reprisal
- Members obligated to undertake training as required by law or by the Employer to inform them of work-related legal obligations or responsibilities under University or Senate policy
- Members obligated to maintain securely information that is under their control, in accordance with MAPP 1.23
- Members obligated to comply with copyright law, with indemnification when Member acting in the course of employment, in all cases except those of blatant, persistent violation once notice of alleged infringement has been received. Notice of right to Association assistance must be given when Member given notice of alleged infringement.

## **ANNUAL PERFORMANCE EVALUATION**

- Staggered two-year terms of service on APE committees
- Part-time Member on APE committee may choose only to participate in evaluation of Part-Time Members
- Process for review of APE Procedures and Criteria aligned with Workload document: annual vote on whether to review, requirement for review every three years
- Distinct Procedures & Criteria documents for evaluating performance of Part-Time and Full-Time Members
- When Annual Report not submitted or has insufficient detail of activities, Committee sends request to Member to provide info within 5 working days; rating may be "below the acceptable level" when info not provided, but provisions related to using info in the Official File remain in place.
- Member not to be penalized for having taken Leave or having received accommodation
- Employer's proposed expansion of lower end of evaluation scale **WITHDRAWN**

## **APPOINTMENTS**

- Clarification that teaching by graduate students under teaching by non-Members provisions does not count toward Part-Time Member status or Preferred Status
- Clarification of process for appointment and designation of Research Chairs; linking of funding to an individual is subject to approval of Appointments Committee
- Clarification of elements of election process for Appointments Committee
- Clarification of Search Committee composition
- Increase of maximum length of Limited-Term (LT) appointment to 7 years

- Appointments Committee must review any non-renewal of an LT Appointment after 7 (previously, before the end of 10) years of service
- Renewal as LT "with no end date" for LT Members with 14 or more years of continuous LT service (upon recommendation by Appointments Committee, approval of Dean, Provost); 67 Members eligible for such renewal in the four-year period of the Collective Agreement
- Letter of Appointment for Limited Duties (LD) Appointment to be normally provided within 4 weeks of start of classes
- Clarification of consequences of severance of LD and LT employment for Standing Appointment accruals
- Incorporation of MOU language on assessment criteria for Standing Appointment
- When insufficient courses in Standing Appointment holder's roster available to assign, Member to be consulted "in an attempt to identify and assign an alternate course the Member is qualified to teach" (formerly "best efforts")
- Standing Appointment holder may request to have courses added to her or his "basket" of courses
- Employer's proposed reduction of cap on number of courses a Member can teach in LD appointments in a year WITHDRAWN

#### **CLOSURE AND REORGANIZATION OF AN ACADEMIC UNIT**

- Clarification that Academic Review Committee to make recommendations
- LT "no end date" Members entitled to offer of reassignment
- Criteria to assess success of retraining to be specified; retraining costs borne by Employer; clarification that assessment of training success done by Appointments Committee

#### **COMPENSATION AND BENEFITS**

- See Highlights section for salary increase calculations
- Scale:
  - o Year 1: 1.25%, Year 2: 1.0%, Year 3: 1.0%, Year 4: 1.0%
- Lump Sum to Base:
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  - o first distributed to correct gender-based anomalies, then remaining funds "to be distributed systematically based on experience and accomplishment, but in a manner that gives special consideration to faculty whose salaries are determined to be below a trajectory appropriate to their career stage compared to similar faculty at comparator universities."
- Performance-Linked Career Progress (PLCP) for all FT Faculty:
  - o Breakpoints and Salary Point Values increase by 2% each year of the four-year agreement
- Employer's proposed "attenuation" of merit pay increases in upper salary range, as well as elements of their PLCP proposal disadvantaging LT Members WITHDRAWN
- Part-Time Base Rate and Experience Premium annual increases: 5%, 2%, 2%, 2%



- Flexible benefit credits for FT Members, as of January 1, 2016: \$2000 to be allocated freely, in \$100 increments, to the PER, the HCSA or a taxable Wellness Account (default if no election made, \$1400 PER and \$600 HCSA)
- Pension: For Full-Time Members with 20 years or more of Full-Time service who are contributing 5.5% of Pensionable Earnings, Employer contribution increases to 9.0%
- Pension: Members may elect at any time to increase their contribution from 1.5% to 5.5% (irrevocable election).
- Faculty Start-up Grant: automatic minimum \$6000 for all new Probationary Members and LT Members with at least 40% research workload
- Language on receiving portion of salary as Moving Expense Reimbursement or Research Grant, process, entitlement, and liability in the event of adverse Canada Revenue Agency assessment

### **DEPARTMENT CHAIRS AND DIRECTORS OF SCHOOLS**

- Increase of minimum stipend to \$9000
- Stipend paid only while serving as Chair, not while on leave and not "red circled"; transition provisions allowing current Chairs to receive stipend under these or previous terms
- Procedure for review by Selection Committee when Dean has concerns about Chair's performance; language ensuring due process, including Chair's right to respond to Committee's and Dean's recommendations
- Incumbent Chair not eligible to serve on Chair Selection Committee for successor

### **DISCIPLINE**

- Timeline for reviewing facts in an allegation, prior to launching investigation
- Employer's proposal to limit to 15 weeks period Member paid while awaiting criminal trial WITHDRAWN
- Employer's proposal to eliminate 4-month's salary lump-sum payment upon dismissal WITHDRAWN

### **DISCRIMINATION AND HARASSMENT**

- To be finalized soon in joint subcommittee -- some details of timelines still under discussion; interim agreement thus far on a number of elements of process language

### **EDUCATION LEAVE**

- Members to be notified of eligibility to apply for Education Leave
- Copy of application for Education Leave to go to Vice-Provost (Academic Planning, Policy and Faculty) to ensure decisions centrally monitored
- Eligibility to receive part of salary as Moving Expense Reimbursement and/or Research Grant

### **ELECTED PUBLIC OFFICE LEAVE**

- One-year postponement of consideration for Promotion/Tenure when Member on Leave for at least 24 weeks

## **EMERGENCY SUSPENSION**

- Employer's proposal to limit to 15 weeks period Member paid while on Emergency Suspension WITHDRAWN

## **EMPLOYMENT EQUITY**

- Specification that search procedures to find qualified members of under-represented groups apply to Full-Time positions
- Provisions for reporting, when making Full-Time appointment, on available information on gender of candidates and appointees, and known information about membership in designated groups
- Criteria for evaluation of candidates not allowing for discrimination based on factors in Discrimination & Harassment Clauses 2 a) to 2 h); Employment Equity Committee to review criteria to determine whether criteria allow systematic discrimination based on those factors
- Data on probationary and tenured hires by gender and other designated groups to be provided to Employment Equity Committee, and reported to Senate, Board, and Association.

## **EXCHANGE LEAVE**

- Eligibility to receive part of salary as Moving Expense Reimbursement and/or Research Grant

## **INFORMATION**

- Employer to provide Association annually information on HCSA and PER allocation and usage
- Employer to provide Association annually data on proportion of teaching by Members on LD Appointments and Standing Appointment Assignments

## **INTELLECTUAL PROPERTY**

- Copyright compliance as in Academic Responsibilities of Members
- Clarification of Employer and Member rights with respect to Patentable Intellectual Property (PIP)
- Clarification of reassignment of PIP when Employer decides not to pursue commercial exploitation of PIP
- Reduction of proportion of income from commercialization of PIP that Member pays to Employer

## **MANAGEMENT RESPONSIBILITIES**

- Clarification of language about notice to Association regarding changes to recognized practices potentially affecting Members

## **PREGNANCY AND PARENTAL/ADOPTION LEAVE**

- Language advising Members to contact Faculty Relations about other entitlements for leaves or alternative workload when they do not meet service eligibility for PPAL

## **PRIVACY**

- Revision of language in Clause 7 on protection of Members' personal information when Employer contracts with third parties; Employer obligation to ensure compliance with FIPPA, and to notify Member of breach or of request for disclosure. Association to be notified of such contracts as soon as possible after executed.

## **PROFESSIONAL EXPENSE REIMBURSEMENT**

- Changes as described in Compensation and Benefits

## **PROMOTION AND TENURE**

- Recognition of potential bias in Student Questionnaires on Courses and Teaching
- Clarification of how increased Service component in workload considered in P&T decision
- Removal of automatic annual review process of Associate Professor files by P&T committee, which duplicates review done by the Dean
- Referees for promotion to Associate to be at rank of Associate or Professor; and for promotion to Professor, to be at rank of Professor
- Possibility to request consideration for probation extension when documented extenuating circumstances limited ability to perform duties for prolonged period

## **RECOGNITION**

- Specification of limits on numbers of Associate Deans and Vice Deans
- AQ courses no longer to count toward PT Membership (see LU transition provisions for AQ)

## **RETIREMENT AND RESIGNATION**

- LT "no end date" entitled to Phased Retirement

## **SABBATICAL LEAVE**

- Sabbatical eligibility extended to Permanent LT Members (1998-2002 CA Transition Provisions), and LT Members at Associate or Professor rank with minimum 40% research workload
- Eligibility to receive part of salary as Moving Expense Reimbursement and/or Research Grant

## **WORKLOAD**

- Votes on Workload document done only by Full-Time Members, while all Members elect Workload Committee, which may contain up to one Part-Time Member

## **LETTER OF UNDERSTANDING (LU) APPOINTMENTS 3D (FORMERLY 3C) (NEW)**

- New LU formalizing agreement made in last round of bargaining regarding limits on graduate student teaching in French Studies (20 FCE) and Modern Languages and Literatures (31 FCE) that are in addition to other limits in Appointments Clause 3 d) (8% of available courses to PT Members or 10% in Unit)

## **LU SPECIAL PROVISIONS FOR APPOINTING ADDITIONAL ASSOCIATE DEANS AND VICE-DEANS**

- Renewal maintaining terms of previous LU, with specification of numbers indicated in Recognition

## **LU CENTRE FOR AMERICAN STUDIES**

- Renewal with change to Appointments process (elimination of ratification by Appointments Committee)

## **LU CENTRE FOR ENVIRONMENT AND SUSTAINABILITY**

- Renewal with amendments: clarification of types of Appointment (Cross Appointment, Affiliate Appointment, Joint Appointment) and associated Appointment procedures

## **LU CENTRE FOR THEORY AND CRITICISM**

- Renewal with amendments to language on course assignments, clarification of Standing Appointment preference in assigning teaching to Part-Time Members

## **LU DEPARTMENT OF ENGLISH/WRITING STUDIES**

- Renewal with amendments to Joint Appointments Committee provisions: Associate Dean with voice but not vote; deletion of clause re: tentative list of Writing courses and "Writing" Appointments Committee

## **LU DEPARTMENT OF WOMEN'S STUDIES AND FEMINIST RESEARCH**

- Renewal with amendments: electronic ballot option for elections; deletion of "mission" provisions (Clauses 10 to 10.2.2)

## **LU FIRST NATIONS STUDIES PROGRAM**

- Renewal with changes to LD Appointments process (removal of Appointments Committee ratification language), clarifying Cross Appointments and Affiliate Appointments; Revision of Appointments Committee composition (2 Full-Time faculty Members in FNS and 3 from Faculty Councils of Faculty partners, no students, consultation with students and Indigenous Postsecondary Education Council); Terms of Advisory Committee for Director selection

## **LU IVEY WORKLOAD YEAR**

- Renewal with housekeeping changes to wording

## **LU LIMITED DUTIES CONVERSIONS**

- Up to 12 conversions of LD to LT, one per unit or two joint appointments per unit; Eligibility: average of at least 3.5 FCE per year over past four years

## **LU MASTERS IN PUBLIC HEALTH PROGRAM**

- Renewal with clarification of types of appointments, adding Part-Time visiting Appointments, assignments under Appointments 3 d)

### **LU MUSIC PERFORMANCE STUDIES (MPS) – STUDIOS AND ENSEMBLES (NEW)**

- Specifies how Studio & Ensemble courses counted for determining PT Member status, Preferred Status
- Forming of Joint Working Group to study issues related to Standing Appointments in MPS
- Employer's proposal that would seriously reduce Standing Appointment entitlements in MPS WITHDRAWN.

### **LU NON-TRADITIONAL UNITS**

- Renewal with deletion of obsolete language: list of Units, deletion of deadline for developing plans or structures

### **LU OFFICE SPACE FOR PART-TIME FACULTY**

- Renewal with change in name of LU (formerly Office Space for Standing Appointees)

### **LU ONLINE COURSES**

- Renewal and revision of LU Distance Studies
- Distinguishes development and teaching of online course as part of Workload from Authoring Agreements (purview of former LU) and Commissioned Works (under terms of Intellectual Property article)
- Developer under Course Authoring Agreement holds copyright
- Developer under Course Authoring Agreement has right to teach first time offered
- Enrollment limits for online courses not to exceed maxima in unit Workload document

### **LU PAYROLL FOR STUDIOS IN THE FACULTY OF MUSIC**

- Renewed with change of LU name (formerly Special Provisions for Administering Payroll within the Faculty of Music)

### **LU PHASED RETIREMENT**

- Renewed with change of name (formerly Phased Retirement of Probationary and Tenured Members); removal of language specific to time period of last Collective Agreement

### **LU POSTING AND SELECTION OF LIMITED DUTIES INSTRUCTORS IN THE FACULTY OF EDUCATION**

- Renewed

### **LU STANDING APPOINTMENT ACCRUALS**

- Renewed

### **LU STUDENT QUESTIONNAIRES ON COURSES AND TEACHING (NEW)**

- Recognition of possible bias in Student Questionnaires on Courses and Teaching
- Instructions to students on questionnaires advising to keep responses fair and constructive, and to avoid personal or vexatious comments

- Working group to implement recommendations of report of group created under 2006-2010 agreement
- Members may opt out of receiving written comments
- No Member shall be required to submit written comments for any evaluation process

#### **LU TECHNICAL SUPPORT OF MACINTOSH**

- Renewed

#### **LU TRANSITION PROVISIONS FOR THE REMOVAL OF MEMBERS TEACHING ADDITIONAL QUALIFICATIONS COURSES FROM THE BARGAINING UNIT (NEW)**

- Exit of AQ instructors from BU July 1, 2015
- Enhanced severances to AQ instructors teaching in 2013-14, 2014-15; total of approximately \$450,000 to be paid
- AQ instructors teaching in recent years to have first right to teach AQ courses when offered by Continuing Studies

#### **LU WESTERN RESEARCH CHAIRS (NEW)**

- Stipulation that candidates will be considered by Search Committee according to relevant provisions of Appointments article

#### **LU JOINT WORKING GROUP: WELLNESS SPENDING ACCOUNT (NEW)**

- New group with representation from various employee groups to develop Wellness Spending Account

#### **APPENDIX C - ARBITRATORS**

- Revisions to list of names

#### **APPENDIX H – SUBJECT AREAS IN AQ, EDUCATION**

- Remove as part of transition of AQ

#### **C. HOUSEKEEPING CHANGES ONLY TO THE FOLLOWING**

DEFINITIONS

ACADEMIC FREEDOM

ALTERNATIVE WORKLOAD

CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

COURT LEAVE

GRIEVANCE AND ARBITRATION

HEALTH AND SAFETY

WORKING CONDITIONS

LU BENEFITS FOR PART-TIME MEMBERS WITH TIER 1 STATUS

LU DOCUMENTATION OF WAIVERS

APPENDIX E – incorporated into DEFINITIONS

**D. NO CHANGES TO THE FOLLOWING**

ASSOCIATION DUES

ASSOCIATION RIGHTS

BASIC SCIENTISTS IN CLINICAL DEPARTMENTS

CHILD AND FAMILY CARE

COPIES OF THE AGREEMENT

DEFERRED SALARY LEAVE

ENTRY AND RETURN OF ACADEMIC ADMINISTRATORS

FINANCIAL EMERGENCY

IMPLICATIONS OF TECHNOLOGY

INCOME SECURITY

INSTITUTIONAL PERFORMANCE INDICATORS

JOINT COMMITTEE

LEAVE OF ABSENCE

LIABILITY INSURANCE

NO STRIKE OR LOCK-OUT

OFFICIAL FILE

REDUCED WORKLOAD

USE OF FACILITIES & SERVICES PROVIDED

VACATIONS AND HOLIDAYS

APPENDIX A – Certificate from OLRB, May 1998

APPENDIX B – CLA Statement on Intellectual Freedom

APPENDIX D – Studios and Ensembles in Music

APPENDIX F – Guidelines for Faculty in relationships with Research Associates, Post docs, etc.