

Faculty Collective Agreement (2022-2026)

Agenda

1. General Information (Ratification and Transition, Bill124, Training and Resources)
2. Changes to the 2022-2026 FCA
 - Academic Responsibilities & Performance Evaluation/LOU
 - Appointments
 - Compensation & Benefits
 - Workload
 - Other Changes
 - LOUs

For assistance in interpretation or application of the Faculty Collective Agreement, please contact your designated Faculty Relations Consultant in the Office of Faculty Relations.

Diane Servos X 83723

- ❖ Arts and Humanities
- ❖ Education
- ❖ Health Sciences
- ❖ FIMS
- ❖ Music
- ❖ Social Science
- ❖ Ivey
- ❖ Engineering
- ❖ Law
- ❖ Schulich SMD
- ❖ Science

DISCLAIMER

The following information is in summary form only and is focused only on significant changes. Reference should be made to the official collective agreement or immigration materials posted on the Faculty Relations website.

Faculty Collective Agreement (2022-2026)

**Ratification and Transition,
Training and Resources**

Ratification and Transition

- Ratified on November 28, 2022, by UWOFA Members (87%) and on December 1 by Board of Governors
- Effective date is July 1, 2022 for compensation changes (retro-active)
- Effective date for language is upon ratification unless stated otherwise

Bill 124?

- 3-year moderation period (2022-2025)
- Compensation restraint measures – 1% cap per year on salary increases, 1% cap per year on total compensation increases
- Exceptions for increases under CA in recognition of:
 - EE's length of time in employment
 - Assessment of performance
 - Successful completion of a program or course of professional or technical education
- Exceptions for Pay Equity Act, Human Rights Code, Certain ESA provisions, Increased cost of same benefit

Updates:

- Bill 124 struck down on November 29, 2022
- Ontario Government appealed on December 29, 2022 (but no stay)

Training and Resources

- Emails to advise of transition measures
- General Info sessions (January & February)
- Working version of FCA posted on OFR web in January
- Posting of FCA on OFR web after editing (Winter 2023)
- OFR Template/Guide changes (PE, Workload)
- Direct inquiries to Faculty Relations Consultant

Faculty Collective Agreement (2022-2026)

Changes

Academic Responsibilities of Members

Added list of what Members will do in fulfilling their academic responsibilities related to graduate student supervision (9 e)

- Moved language from Appendix E re student supervision
- Appendix E now focuses on faculty employment relationships with students

New language clarifying the investigation process for student complaints under Academic Responsibilities of Members

Performance Evaluation (“PE”)

All processes are considered status quo for this cycle – changes will be effective for the 2023-2024 cycle

Performance Evaluation shall be conducted for Full-Time Members once every 3 years (clause 2) except for:

- Members who decline under Clause 9.1 a-e
- Members who are required to participate in PE under 10.5 (below)

PE shall be optional for Part-Time Members

Performance Evaluation (“PE”)

PE Committee:

Committees serve for a 3-year period, elections take place in the final year in the three-year PE cycle

PE Criteria:

By December 1 of the final year in the three-year PE cycle, the Committee, together with the Dean (or designate) shall identify in writing procedures and criteria

Performance Evaluation (“PE”)

Where a Member declines to provide a report for any reason in Clause 9.1 b-e, the Member’s Performance shall be evaluated during the next year in the three-year cycle. The Member will also be moved into a new three-year PE cycle, starting in that assigned year.

Clause 10.5 [distribution of rankings] – removed

Performance Evaluation (“PE”)

By October 31 of every year, the Chair, Director or Dean shall hold a meeting with every Member who is participating in that year. The purpose of that meeting shall be:

- To discuss the Member’s achievements and performance of their Academic Responsibilities
- To discuss areas of development
- To discuss available support and mentoring

For members of equity-deserving groups, the meeting shall include a review of the Member’s workload with a focus on Service responsibilities

The Chair, Director and/or Dean shall address any reasonable workload concerns arising from the review outlined in clause 12.2.1. These concerns can be addressed by appropriate means which may include an Alternative Workload.

Performance Evaluation (“PE”)

Where a Member’s performance in either Teaching, Research, Scholarship, or Service is categorized as below “acceptable”, the Member is required to participate in the PE process annually until the Member’s performance in all areas is categorized as acceptable or higher.

Those Members are required to meet annually with their Dean (or designate)

Performance Evaluation (“PE”)

By January 31 the PE Committee shall send a copy of the assessment for each Member’s performance who participated in PE, the assessment **shall** include written comments.

If a Member’s performance falls below “acceptable” in any area of Academic Responsibility, these comments will include advice on areas for development and/or opportunities for formative support/mentorship

LOU – Transition Provisions for Performance Evaluation

The initial PE cycle shall be from the 2023-2024 year to the 2025-2026 academic year.

By June 30, 2023 Members shall provide their Chair, Director or Dean their order of preference for the year in the initial three-year PE cycle

Chairs, Directors or Deans shall review Member preferences and shall, **where possible**, allocate all Member who participate in PE to their preferred year.

The Chair, Director or Dean will make efforts through consultation with Members in the unit to establish approximately equal distribution in each year.

If those efforts are unsuccessful, the Chair, Director or Dean may allocate Members into an initial year. This process must be completed by September 1, 2023.

LOU – Transition Provisions for Performance Evaluation

Full-Time Members may elect to participate in PE more than once within the three-year cycle.

Full-Time Members who elect to participate in PE outside of their mandatory year will still be required to participate in their mandatory year.

By May 31, 2023 the committee, together with the Dean, shall identify procedures and criteria for the assessment during the three-year PE cycle.

BSPs – for Members who are not required to participate in PE until year two or three, the PE from 2022-23 or the average of their three previous years' BSPs, whichever is greater, shall be used.

Questions?

Appointments

Definition of Cross Appointment:

Where a Member with a FT appointment in one Unit holds an appointment in another Unit to allow for interdisciplinary activity. The Member will engage in some of the activities of that Unit which may include being assigned Teaching or Service or holding a research grant in the Unit.

Cross Appointment Process:

NEW (5.4.1) The Dean of the Home Faculty shall provide the Member with a Cross Appointment Agreement stating the terms and conditions of the Appointment, this shall include activities carried out in the cross-appointed unit. These duties shall be considered in the Workload, PE, and PTCS processes.

Appointments [Recognition]

Definition of Affiliate Appointment:

Affiliate Appointees: from outside of the University who have relevant professional and/or academic expertise and have an affiliation with an Academic Unit of the University that allows for interdisciplinary activity. [non-Members]

Appointments

Limited Term:

- Any non-renewal of a LT appointment after eight years (previously 10) shall be reviewed by the Appointments Committee, grounds for non-renewal shall be subject to 8.3.
- LT Members who have been continuously appointed by 10 years (previous 12) shall, upon review and recommendation by the Appointments Committee(s), be renewed in an LT-no end date contract.

Limited Duties:

- Cancellation stipends - 18% if the cancellation occurs before the first day of the cancelled class and 25% if their course is cancelled on or after the first scheduled class. Effective in the 3rd year of the moderation period (24-25).

Appointments – LOU LD to LT Conversions

- Create 12 positions across University
- 50% of these position will be in the Faculties of A&H, Education, FIMS and Music, half of which will be in A&H and Music.
- => 2.5 FCE per year rolling 3-year period - determined every September 30
- 3 year appointment, renewable.

LOU Provisions for Recruitment to Teaching Scholar Appointments

- 6 to be recruited internally, filled with individuals who were Members of UWOFA on June 30, 2022.

Questions?

Compensation and Benefits/Duration

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

PLCP – Salary Breakpoints and Value of Salary Points – increase by scale in each year

Promotion Bonus: Effective Year 4: 5K one-time payment upon promotion to Associate Professor and Professor and upon receipt of Tenure for those hired as Probationary Associate Professor

Career Trajectory Fund (Year 4 only): \$1,023/FT Member allocated to the fund. Gender anomalies considered first (and other equity-deserving groups if data available).

Compensation and Benefits/Duration

Part-Time Member Pay:

- Experience Premium permanently rolled into per-course base rate for all Members
- Base Rate Increases by 1% in Years 1,2 and 3; 3% in Year 4
- Seniority Premium (new) 1.2% added to the per-course base rate in each year of the agreement in addition to the 1%
- PT PER – Effective year 2, PER for PT Members will be \$275 flat rate per .5 full course equivalent and will be available at the start of the contract

Compensation and Benefits/Duration

PT Member Pay:

Don Wright Faculty of Music:

Effective Year 4: new hourly rate for Members with Standing Appointment, Standing appointment hourly rate 5.17% higher than the Base Hourly Rate in Year 4

Where a Member is required to complete **extra-contractual** course-related duties or Employer-mandated duties, the Member shall be compensated at a rate of \$400 for a full day (8 hours) or \$50 per hour for periods less than a full day.

Compensation and Benefits/Duration

Full-Time Benefits:

- Mental Health Benefits – effective year 1: 85/15% co-pay arrangement up to the reasonable and customary charge (out of pocket max \$450 single; \$900 family), expanded list of providers
- 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)

Questions?

Workload

Continuing Teaching Scholar Normal Workload defined (60/20/20)

Workload

Composition of the Workload Committee specified:

- Maximum of 5 FT Members
- Minimum of 3 FT Members chosen with a view to representing the range of teaching carried out in the Unit, for example:
 - Teaching of high-enrollment undergrad classes
 - Teaching in professional graduate programs
 - Supervising students in research-based graduate programs
 - Teaching seminar courses
 - Teaching experiential learning courses
- No more than 1 PT Member, with Standing Appointment
- Mandatory training for the Workload Committee, jointly developed with UWOFA
- Must review the Reports provided under Workload 10 for the three previous years

Workload

Contents of the Workload Document:

- # of courses taught in an Academic Year by a FT Member who has a Normal Workload (including LTs, Probationary Tenured, CS)
- Typical level of Graduate Teaching Assistant, proctor, and marker support as a function of class size
- Weighting of courses in a Member's Workload according to duties in addition to the teaching of a single section
- Weighting re Experiential Learning courses
- How supervision of students in for-credit components of their program is counted in a Member's Workload
- Minimum percentages of Workload alteration for Unit-level service roles through an AWL
- Expectations regarding Service inside and outside of the Unit

Questions?

Promotion and Tenure

All members of any P,T, and CS Committee to uphold confidentiality of the Committee's deliberations, documents, consultations and proceedings.

Where an early consideration for Tenure or Continuing Status is not successful, all materials added to the file under clause 7.4 shall be removed.

For a joint appointment, the non-Home Unit Dean may provide a separate recommendation.

Conflict of Interest and Conflict of Commitment

Members may employ students whom they teach, advise or supervise, or in the evaluation of whose academic work they have responsibilities for **outside part-time, paid-professional activities** provided that such activities do not affect students progress, subject to the following:

- The Member shall provide to the Dean information about the students employment which will include the start date, end date, place of employment, hours of work, rate of pay and type of work.
- Members are responsible for complying with all relevant employment-related legislation

Department Chairs and Directors of Schools

Chair Selection Committee –alternate language added

Discipline

Language to clarify investigation and discipline processes added

Official File

Moving to an electronic file by December 1, 2024

Income Security

Caregiving Leaves

Clarifying the Independent Medical Examination process

Pregnancy, Parental and Adoption Leave

A Member is no longer required to be employed by the University on a continuous or regular basis for a period of one (1) year or more at the time of the commencement of the Leave (applies to both Pregnancy and Parental Leaves)

Retirement and Resignation

- Retirement or resignation of a Member shall not increase the Workload of the Full-Time Members in the Unit
- Clarifications regarding Emerita/us status
- Clarifications of the electronic resources available to Emerita/us

Questions?

Letters of Understanding - NEW

- COVID-19 Pandemic Provisions - to record adaptations agreed-upon during the pandemic, nothing new agreed.
- Joint Working Group on PT Benefits
- Joint Working Group – Members with Disabilities

Letters of Understanding - Lapsed

- Annual Performance Evaluation
- Indigenous Faculty Issues
- Centre for Environment and Sustainability
- Phased Retirement (folded into CA)
- Transition Provisions for Recruitment to Teaching Scholar Track Appointments (new LOU negotiated)

Letters of Understanding - Renewed

- Centre for Engineering Leadership and Innovation (with changes)
- Centre for Theory and Criticism
- Department of English and Writing Studies
- Department of Gender, Sexuality and Women's Studies (with changes)
- Director, School of Mathematical and Statistical Sciences (with changes)
- Documentation of Waivers
- Evaluations of Courses and Teaching
- Indigenous Studies (First Nations) Program (renewed – side table)
- Indigenous Faculty (side-table)
- Masters of Public Health Program

Letters of Understanding - Renewed

- Music and Performance Studies and Ensembles (combined with Music Payroll)
- Non-Traditional Units
- Office Space for Standing Appointees
- Online Courses
- Special Provisions for Appointing Additional Associate Deans
- Workload Study Group
- Appointments Clause 3d Assignment Limits
- Posting and Selection of Limited-Duties Appointments in the Faculty of Education
- School of Biomedical Engineering

Letters of Understanding - Renewed

- Standing Appointment Accrual
- Technical Support of Macintosh
- Western Research Chairs

Questions?



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