

## FIRST COLLECTIVE AGREEMENT: FRAMEWORK AGREEMENT + ENHANCEMENTS

### Faculty Association's Approach to Preserving Rights

The Faculty Association proposes to maintain members' rights in the Framework Agreement that have been bargained through successive rounds over the last two decades. Key to this is retaining all of the principles that make up the substantive rights as well as retaining most of the language describing those rights. We do not propose to weaken or reduce the scope of rights in place today.

### Faculty Association's Approach to Bargaining Enhanced Rights

Some of our rights lag behind the national standard, which means that the Framework requires substantive amendments. The Faculty Association has tabled proposals to move these important rights towards what is acceptable at other academic institutions; substantive bargaining will be required. In addition, the Faculty Association has proposed enhancements aimed at finding alternative solutions to address the salary gaps between Association members and faculty and librarians at other Canadian research universities.

### Comparison Table

The following table provides a roadmap from the Framework Agreement to a new collective agreement. The first column is based on the table of contents for the Framework Agreement: Articles 1.0 to 80.0, Appendices "A" to "J", and Letters of Understanding. In each of the following columns we indicate what changes, if any, are required:

- Column 2 ("Retain"): retain the existing rights in the relevant Framework Agreement Article;
- Column 3 ("Minor Revisions"): seeks minor revision to existing rights; and
- Column 4 ("Significant Improvements"): seeks more significant amendments to existing rights.

### Organization and Revisions

The Faculty Association recognizes that minor drafting revisions might be helpful in certain areas of the Framework Agreement: repetition, lack of clarity in its use of the term "normally", and procedural contradictions. In addition, some revisions will be necessary to reflect the unionized environment.

<b>Framework Agreement</b> (Column 1)	<b>Retain</b> (Column 2)	<b>Minor Revisions</b> (Column 3)	<b>Significant Improvements</b> (Column 4)
1.0 Preamble	✓	Revise to reflect first collective agreement	
2.0 Definition	✓	Revise as required	
3.0 Recognition of Association	✓	Revise to reflect unionized environment	
4.0 Association Dues and Fees	✓	Revise to reflect unionized environment	
5.0 Rights	✓		
6.0 Academic Freedom	✓	Add in protection for former administrators	
7.0 Existing Agreements, Policies, Practices and Procedures	✓	Link to full complement of Collegial Governance rights	
8.0 No Withholding of Service or Lockouts	✓		
9.0 Equal Opportunity and Non-Discrimination	✓		
10.0 Appointments	✓		New category of Associate Teaching Professor (with consequences throughout agreement); delete category of Academic Administrator (with consequences throughout agreement)
11.0 Terms of Initial Appointment	✓	11.7.3: Update professional requirements for librarians and archivists	
12.0 Appointment Procedures - Librarians	✓	12.3: Add FALC observer to committee membership	
13.0 Evaluation of Members	✓	Reduced reliance on CES scores; 13.3.2: Update definitions of librarians' work to ensure representative of current responsibilities	

Framework Agreement (Column 1)	Retain (Column 2)	Minor Revisions (Column 3)	Significant Improvements (Column 4)
14.0 Review of Career Progress	✓		
15.0 Reappointments	✓		
16.0 Tenure	✓		
17.0 Probationary Status – Librarians	✓		
18.0 Promotion – Faculty	✓		
19.0 Promotion – Librarians	✓		
20.0 Stopping the Clock	✓	Clock to be stopped for one year for each academic year in which 15-week threshold is met; leave types to be combined within 15-week threshold	
21.0 Appointment, Reappointment, Promotion, and Tenure Committees (Departmentalized Faculties)	✓		
22.0 Procedures for Candidates	✓		
23.0 Referees	✓	23.8: Extend dates for referees' review	
24.0 Assessment by Chair [deleted in 2012 bargaining round]	✓		
25.0 Information Considered by RPT Committees	✓		
26.0 Voting at RPT Committees	✓		
27.0 Confidentiality of Departmental Committee Proceedings	✓		

Framework Agreement (Column 1)	Retain (Column 2)	Minor Revisions (Column 3)	Significant Improvements (Column 4)
28.0 Written Statements of Reasons for Departmental Recommendations	✓		
29.0 Deadlines for Forwarding Departmental Recommendations	✓		
30.0 Documents Provided to Candidate	✓	Delete (c), consequential to 2012 deletion of article 24	
31.0 Candidate's Acknowledgement	✓		
32.0 Faculty Advisory Committee	✓		
33.0 Voting at FAC	✓		
34.0 Confidentiality of FAC Meetings	✓		
35.0 Deadlines for FAC Recommendations	✓		
36.0 Candidate's Response to FAC Recommendations	✓		
37.0 Dean's Recommendation on RPT	✓		37.1: Require Dean to give substantial weight to expert and peer review within the relevant discipline and to articulate the basis for disagreeing with recommendations based on expert and peer review
38.0 President's Recommendation on RPT	✓	38.4: Require President to articulate the basis for disagreeing with recommendations based on expert and peer review, or Dean's review; 38.6: Require President to give	

<b>Framework Agreement</b> (Column 1)	<b>Retain</b> (Column 2)	<b>Minor Revisions</b> (Column 3)	<b>Significant Improvements</b> (Column 4)
		specific reasons for setting aside a URC recommendation; where procedural defect has been found by URC, President to have express authority to refer cases back for reconsideration	
39.0 Action of Board of Governors	✓		
40.0 University Review Committee	✓	40.11: Representation by the Faculty Association	
41.0 Member's Official Files	✓	Provide more certainty on the types, location, content and maintenance of the files; exclude material on complaints not yet investigated, or found not to need investigation; reduce retention requirement from 6 years to 2 years	
42.0 Types of Leaves	✓	Add new leave types related to compassionate care (in part a statutory obligation), which would require the drafting of new articles	
43.0 Study Leave – Tenured or Tenure	✓	Member to receive credit for up to two years of service toward future leave, where member chooses to defer applying for leave; enhance salary while on study leave	
44.0 Study Leave – Artist in Residence	✓		Parity with tenured or tenure-stream faculty; Enhance salary while on study leave; member to receive credit for up to two years of service toward future leave, where member chooses to defer applying for leave

<b>Framework Agreement</b> (Column 1)	<b>Retain</b> (Column 2)	<b>Minor Revisions</b> (Column 3)	<b>Significant Improvements</b> (Column 4)
45.0 Professional Development Leave	✓		
46.0 Study Leave – Librarians	✓	Propose increasing number of days devoted to scholarly and professional work from 12 to 18; member to receive credit for up to two years of service toward future leave, where member chooses to defer applying for leave	
47.0 Study Leave – Senior Instructors	✓		Parity with tenured or tenure-stream faculty; Enhance salary while on study leave; member to receive credit for up to two years of service toward future leave, where member chooses to defer applying for leave
48.0 Administrative Leave	✓	Retaining management flexibility in calculating salary payable during administrative leave, by deleting salary calculation formula	
49.0 Maternity, Parental and Adoption Leave	✓	Proposed increase to salary top-up; parity between leave for adoptive parents and for birth parents	
50.0 Leave Without Salary	✓		
51.0 Sick Leave, Long Term Disability, and Return to Work	✓		Proposed significant amendments to bring in line with other unions on campus and national minimum standards
52.0 Accommodation	✓	Proposed amendments to address existing deficiencies and unionized structure	
53.0 Political Leave	✓		

Framework Agreement (Column 1)	Retain (Column 2)	Minor Revisions (Column 3)	Significant Improvements (Column 4)
54.0 Special Leave	✓	See note at 42.0 above: Compassionate leave proposals building on statutory right to EI while on compassionate care leave; member eligible to receive Professional Expense Reimbursement funds for expenses incurred during the period	
55.0 Leave for Jury and Witness Duty	✓	55.3: Remove requirement to remit jury or witness fees	
56.0 Leave Appeal Procedures	✓	56.7: Expand requirement that the University provide the Association with a recommendation following an appeal	
57.0 Duties and Responsibilities	✓		Proposed significant amendments to bring in line with other unions on campus and national minimum standards
58.0 Vacation – Librarians	✓		
59.0 Discipline	✓	Clarifications to standardize process; remove “letter of counseling and guidance”, which the article describes as both “a step in progressive discipline” and “not a disciplinary action”, that cannot be grieved	
60.0 Dispute Resolution and Grievances	✓	Changes to reflect unionized structure	
61.0 Arbitration	✓	Changes to reflect unionized structure (deletion of sub-article stating that the Commercial Arbitration Act applies)	
62.0 Intellectual Property	✓	Changes to reflect new technologies; policy to be brought into the collective agreement	

Framework Agreement (Column 1)	Retain (Column 2)	Minor Revisions (Column 3)	Significant Improvements (Column 4)
		(currently in policy, but also included as Appendix D to the Framework Agreement)	
63.0 Release Time for FA Officers	✓	Clarifications about process and requirements, particularly for librarians; University to provide additional course releases	
64.0 Office Space and Services for FA	✓	Changes to reflect new technologies, and for clarity	
65.0 Copies of Agreement	✓		
66.0 Association Rights to CAUT	✓		
67.0 Members' Professional Responsibilities	✓		
68.0 Conflict of Commitment	✓		
69.0 Conflict of Interest and Reasonable Apprehension of Bias	✓	69.11: Place time limit on decision about reasonable apprehension of bias (to be reviewed every three years)	
70.0 Harassment Policy and Procedures	✓		
71.0 Transfer of Faculty Appointments	✓	71.1: Require department to consider waiving the requirement for an open competition, in case of transfer	
72.0 Interpretation of Agreement	✓	Revise to reflect first collective agreement	
73.0 Salary and Benefit Negotiation Procedures	✓		
74.0 Salary Policy	✓	CPI and MI parity for librarians; 12% in lieu	



<b>Framework Agreement</b> (Column 1)	<b>Retain</b> (Column 2)	<b>Minor Revisions</b> (Column 3)	<b>Significant Improvements</b> (Column 4)
		of benefits for limited term librarians less than .5 FTE; N.B. current version of Framework does not mention promotion increment, agreed to in 2012 negotiations; current version of framework does not reflect the increase in threshold for withholding CPI for librarian IV which was established in the 2012 negotiations; specifically, this was raised from \$87,530 to \$98,000.	
75.0 Joint Committee on Administration of Agreement	✓	Ensure that provision fulfills section 53 of <i>Labour Relations Code</i>	
76.0 Program Discontinuance	✓		Protect against layoffs; ensure meaningful Association involvement in review and decision-making
77.0 Financial Exigency	✓		Protect against layoffs; ensure meaningful Association involvement in review and decision-making
78.0 Benefits	✓	Potential changes to be discussed in several areas on cost-neutral basis, such as laser eye surgery, dental implants, direct-pay drug card, and tuition waivers	
79.0 Legal Representation and Indemnity	✓		
80.0 Term	✓	Term dependent on terms and conditions of proposed Collective Agreement; Changes to reflect unionized structure	

<b>Framework Agreement</b> (Column 1)	<b>Retain</b> (Column 2)	<b>Minor Revisions</b> (Column 3)	<b>Significant Improvements</b> (Column 4)
Appendix "A" 2008-2012	✓		
Appendix "B" Professional Development Expenses Regular Faculty Members and Librarians	✓		
Appendix "C" Reduced Appointments	✓		
Appendix "D" Policy on Intellectual Property	✓	Minor substantive change on intellectual property rights for course materials, see 62.0	
Appendix "E" Conflict of Interest in Student-Faculty Relationships	✓		
Appendix "F" List of Limited Term Positions Designated under Article 11.5.1	✓		
Appendix "G" Deadlines for RPT	✓		
Appendix "H" Defence, Indemnity and Liability Insurance	✓		
Appendix "I" Peer Support Program	N/A		
Appendix "J" Memorandum of Agreement Relating to Issues Arising from Elimination of Mandatory Retirement	✓		
Letter of Understandings	✓	Workload and Working Conditions	