




# At the Table

## UOIT Admin continues to deny employee contract clauses that exist in most/all university contracts in Ontario.

While negotiations continue to make progress, the progress continues to be very slow. From our perspective the problem is that the Employer continues to resist inclusion of clauses that are standard features found in university sector contracts.

While we are a new university we are not the only faculty association that has sought a first contract. In the recent past, several other faculty associations in Canada have sought and signed collective agreements with their employers. These contacts have included the kinds of contract language we are seeking: for example The University of Prince Edward Island; The University of Guelph; Université Saint Paul; The Northern Ontario School of Medicine; The University of Western Ontario Librarians.

We are doing our best to meet the employer's concerns but the employer continues to resist contract language as found in other university sector contracts. Here are some examples:

 As part of the clause that would govern disciplinary actions they want to suspend a Faculty Member pending an investigation of an allegation that

Faculty Member MAY be a danger. We have countered that a senior administrator must make a decision that there is a danger so that the decision is not based on mere allegation.



The employer also insists that if it suspends someone pending an investigation that the suspension would not be considered discipline. We are arguing that if someone is suspended for any reason, then it is discipline and to

### Special points of interest:

- *The Employer continues to maintain the right to suspend faculty for an allegation of misconduct, without actually having to provide proof that the allegation is warranted.*
- *The Employer also continues to bargain for the right to control the tenure process, with the Provost's office involved in hand-picking members of the tenure and the appeals committee.*
- *The Employer also wants the right to layoff faculty for "exceptional circumstances" in such a way as to potentially make tenure meaningless.*
- *The Employer is, in our opinion, prematurely requesting the appointment of a conciliator, without having seen all of the articles at the bargaining table.*

say it is not unreasonable. If we accept the language they want in this situation they would be able to suspend someone and the Association would not be able to file a grievance to protect the Faculty Member's rights. In effect, they do not want the FA to be able to file a grievance even if the circumstances do not justify a suspension.



The employer wants to include an Exceptional Circumstances clause (which is not clearly defined)

that would allow it to declare an "exceptional circumstance" without having to have the circumstance verified by an independent body.



The employer's Exceptional Circumstance proposal, in which it alone determines if an emergency exists, and it alone determines what to do about it, would leave the door open to layoffs or terminations of tenured faculty *thereby making tenure meaningless.*

The employer continues to insist that the Provost nominate members of the Tenure, Promotion and Appeals committees. We have countered that membership on these committees should be elected by Faculty Members as it is with other universities' committees.



The employer continues to insist that members of Academic Council holding core faculty appointments, which includes several administrators including the Provost and the President, vote on the nominations to the Tenure, Promotion and Appeals committee as nominated by the Provost. We have countered that university administrators should not be able to vote on the composition of these committees.



At the most recent bargaining session the employer raised an important issue. They asked if we would be willing to file a joint application asking the Labour Board to appoint a conciliator to help the two sides come to an agreement. The cost of the conciliator would be paid by the Labour Board. We think it is too soon to ask for conciliation since we have not yet exchanged proposals for several articles, including detailed proposals for Articles 24 to 27 which are all of the financial articles, and in some cases, have not even discussed these articles.

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Finally, we have included a brief updated chart to show you where we currently stand. Please refer to Bargaining Update #1 for a comparison table.

All copies of Bargaining updates, including this one, can be found at <http://www.uoitfa.ca/BargainingUpdates.html>

Sincerely, *Ron Hinch*

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	Topic	Status	Issues and Notes
Article 1	Purpose	Pending	We have linked signing this article to a complementary article: Article 4 on Management Rights: see below.
Article 2	Recognition	Signed	This article simply recognizes the FA as the Bargaining Unit for the Faculty.
Article 3	Definitions	Pending	Both parties have agreed that it would be best to sign this article after completion of other, still pending articles, so that all key definitions can be agreed upon before signing this article.
Article 4	Management Rights	Pending	The outstanding issue here is a clause to address any "policies" and "guidelines" lying outside the contract itself. The key problem is that the employer wants to serve the right to change these policies with minimal input from the Association. This is highly unusual in the University Sector. <b>We presented our most recent proposal on March 19 and have not yet received a formal response.</b>
<b>Article 5</b>	<b>Rights and Privileges of the Association</b>	<b>Signed</b>	<b>This article was signed off on March 5. It gives the UOITFA observer status at meetings of the Board of Governors and establishes our right to an office and office facilities as well as the rights of the UOITFA at UOIT.</b>
Article 6	Dues and Payroll Deduction	Signed	This is simply a clause that allows the University to deduct dues as payroll deductions.
Article 7	No Strike No Lock-out	Signed	A clause that says the University will not “lock out the faculty” and the Faculty will not go on strike during the life of the contract.
Article 8	Correspondence	Signed	This clause specifies how the Administration and the FA will exchange official communications. It is a somewhat standard clause.
Article 9	Joint Committee	Signed	This article establishes a joint management / union committee to oversee the implementation of the contract.
<b>Article 10</b>	<b>No discrimination No harassment</b>	<b>Signed</b>	<b>We signed off on this article on March 5. The discussion on secret ballots has shifted gears and will be raised first at the Academic Council Executive and hopefully would move from there to Academic Council as part of a discussion to establish more precisely what rules of order are used at meetings of Academic Council and all of its committees.</b>
Article 11	Grievance and Arbitration Process	Signed	This article establishes the procedures to be used when filing a grievance or when sending a matter to arbitration.
Article 12	Health and Safety	Signed	A largely standard clause that specifies obligations for administering and complying with health and safety standards on campus.
Article 13	Working Environment	Pending	This article, to some extent is dependent upon the contents of several other articles, including Articles 18 (3rd Year Review), 19 (Tenure), and 20 (Promotion), It is unlikely to be signed until details of these other articles have been finalized. <b>We presented our most recent proposal on March 12 and have not yet received a formal response.</b>
Article 14	Academic Freedom	Signed	Establishes the University’s obligations to protect academic freedom, and defines academic freedom.
Article 15	Academic & Professional Career/ Workload	Signed	Defines faculty workload in terms of course loads, requirements to perform administrative duties and other professional activities.

Article 16	Performance Review	Pending	This article has monetary implications and will be negotiated during pending monetary clauses. <b>They presented us with a proposal on March 19.</b> <b>We will be making a response when we present our complete financial package.</b>
Article 17	Official File	Pending	Progress has been made on this item but it is not yet ready to be signed. Signing would be dependent on progress made towards completion of the Tenure, Promotion and Performance Review clauses. <b>We presented our most recent proposal on Feb. 18 and are still waiting for a formal response.</b>
Article 18	Third Year Review	Pending	Progress has been made but a key issues remains unresolved: In their last proposal to us, they suggested that the third year review would no longer be used for the purpose of contract renewal or dismissal. It would become advisory for the purpose of giving the Faculty Member advice on progress towards meeting tenure requirements. In effect the Faculty Member would be on a six year contract culminating with either the granting or tenure or termination. <b>We presented our most recent proposal on Feb. 18 and are still waiting for a formal response.</b>
Article 19	The Award of Tenure	Pending	This article has taken a considerable amount of our attention. One of the issues yet to be concluded is the manner by which The Tenure Review Committee, as well as the Appeal Committee is to be selected. <b>We presented our most recent proposal on Feb. 18 and are still waiting for a formal response.</b>
Article 20	Promotion	Pending	Similar to the situation with regard to Tenure, a key issue that remains unresolved is the method for selecting the promotion committee, as well as the appeal committee. <b>We presented our most recent proposal on Feb. 18 and are still waiting for a formal response</b>
Article 21	Intellectual Property	Signed	This article specifies protection for and definitions of our intellectual property rights.
Article 22	Exceptional Circumstances	Pending	The Employer continues to insist that they have the sole authority to declare an Exceptional Circumstance while we are saying that such a circumstance must be verified by an independent body/commission appoint for the purpose. <b>We presented our most recent proposal on March 19 and are still waiting for a formal response.zsw</b>
Article 23	Discipline	Pending	A continuing problem is the Employer's insistence that a Dean can suspend a Faculty Member pending an investigation. The Employer wants to be able to suspend someone prior to an investigation and insists on saying that a suspension is not disciplinary, that it would be disciplinary only after an investigation. <b>We presented our latest proposal on March 19 and are waiting for a response.</b>
Article 24	Compensation	Pending	This clause would specify salaries and the method for determining salary increases. <b>They presented their "architecture" (a general outlines of what components would be included in the offer without specific details) of the compensation package on March 19.</b>
Article 25	Pension and Benefits	Pending	<b>They presented their "architecture" for this article on March 19. Their proposal offers no changes to the current plan.</b>
Article 26	Vacation and Paid Holidays	Pending	<b>They presented their "architecture" for this article on March 19. Their proposal offers no changes to the current plan.</b>
Article 27	Leaves of Absence (Maternity, Adoption, Parental, Research)	Pending	Neither party has made a proposal to date.
Article 28	Term of Agreement	Pending	This clause would determine the length of the contract. <b>We received a draft of the Employer's language for this clause on Feb. 25 but will not revise our proposal until such time as an agreement appears to be near.</b>