



HIGHLIGHTS of the proposed COLLECTIVE AGREEMENT

The following is a brief set of highlights of some of the changes that exist in this first Collective Agreement (CA). As always, we encourage you to look at the draft of the proposed CA sent out to you by email and compare it to current policies found in various places within the UOIT website. What follows is what the UOITFA feels are the most significant changes that effect the Membership's terms of employment.

Term of Agreement

One year -- July 1, 2009 to June 30 2010.

Article 2 - Recognition and Definition of Bargaining Unit

2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all full-time core tenure and tenure-track faculty members of the University of Ontario Institute of Technology at Oshawa, save and except Associate Deans and Associate Provosts, and those above the level of Associate Dean or Associate Provost, Emeritus Professors, Librarians, Visiting Appointments, Director Automotive Centre of Excellence and members of the Board of Governors.

Clarity Note: Post-doctoral and Research Fellows are not UOIT faculty.

2.02 A person excluded from the bargaining unit who holds an academic appointment and whose status changes such that they come within the description of the bargaining unit will have all the rights and privileges of a bargaining unit member and will be treated in all respects as though they had not been outside the bargaining unit. No other faculty member will lose their position as a result of applying this Article.

Article 4 - Management Rights

4.01 The Employer retains the exclusive right to manage the University which includes policy formulation and execution, except to the extent modified by the terms of this Agreement **and provided this right is exercised in a fair, reasonable and equitable manner.**

Article 5 - Rights and Privileges of the Association

5.02 The President of the Association and a second member of the Association, designated by the Association, shall have observer status at the open portions of meetings of the Board of Governors and the Academic Council of the University.

- The UOITFA will have office space for the Association on the North Campus. There is no space provided on other campuses.
- 4 course releases paid by the University for course releases for Executive members. In addition, during bargaining years, one course release each semester will be allowed for the Chief negotiator. Association may purchase more releases if needed.

Article 6: Dues Collection

Summary, continued...

Dues will be collected by the University for all members in the bargaining unit

Article 7 and Article 22

A7: No strike or lock out during the life of the agreement.

- Means that there will be no lock-outs or strikes so long as the agreement remains in force.

A22: No layoffs during the life of the agreement.

Article 9 – Joint Committee

A joint committee of the Association and the University will be created to review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern.

Article 11 - Grievance Procedure and Arbitration

A grievance procedure is established for the first time. Members may grieve any decision on any matter that is covered by the agreement. Examples of issues that can be grieved:

- Tenure
- Promotion
- Other decisions that bear on terms of the contract

This new procedure now includes an Arbitration process if matters are not resolved by either Informal Process or the Formal Grievance Process
Advice: Members should know their rights and consult with FA (Grievance Officer) before attempting to resolve any complaints/issues on their own.

Article 14 - Academic Freedom

UOIT regards academic freedom as indispensable to the pursuit of knowledge. The freedom of Faculty Members to define research ques-

tions, to engage in research, to pursue the answers with rigor, and to disseminate knowledge according to their best judgment resides at the core of the University's mission. Accordingly, academic freedom is the right of every Faculty Member. The Employer expects its Faculty Members to exercise this freedom with integrity and with due regard for the rights and freedoms of others.

Article 15 – Academic and Professional Career/Workload

This article serves to define Teaching, Research and Service. It includes a requirement for the Dean to negotiate workload assignments in advance of academic year (by July 1) with restriction on opportunity for amendments by the Dean.

What may be included in each area of activity

- Includes as Service any service to the FA/community groups / professional groups or associations.
- Research includes a wide variety of normal faculty activities including “Creative professional practice” and “clinical or professional” work.
- Teaching includes a long list of activities including curriculum and course development as well as supervision of graduate students’ academic work.

Article 16: Performance Review

This article stipulates that the Member’s performance review is NOT linked to Merit for this contract period. This was deemed preferable, given that a suitable merit system could not be decided upon for this proposed CA. We have tabled this discussion for the next negotiation period.

It also specifies what Deans must take into consideration when doing the review.

- It specifies that Deans must

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Summary, continued...

“provide a clear description of their evaluation methods and criteria to their Faculty Members”

- It also requires Deans to inform members of the outcome of the review within 5 days of meeting with the member to discuss the review.

Article 17: Official Files

This article specifies what goes in the official file and how the file is to be used. Under the current policy, there is no such stipulation. The proposed CA offers the following specifications:

- The file can be shown to Tenure and Promotion committee provided all references to disciplinary matters are removed.
- Specifies that members have the right of access to the file.

Article 18: Third Year Review

- Members' contracts can no longer be terminated as a result of the 3rd year review.
- Effectively gives members a contract for six years.
- This article now provides a clearer statement regarding rights of the member in selecting names of review panel members. It also clarifies time lines for completing various tasks associated with the 3rd year review.
- Third year review now considered preparation/advice leading to tenure decision.

Article 19: Tenure

There have been significant revisions to this article which place us more in line with other universities. First, the University Tenure and Promotion Committee is proposed to be unified into a single committee. The tenure committee to be

composed of the following:

- 4 members elected by members of the bargaining unit and
- 3 members appointed by Provost
- The Provost will chair the committee but not vote.

Previously all members of the committee were nominated by provost who also voted (1/2 of current members of the Tenure Committee and most of the Promotion Committee are currently people outside of the bargaining unit: i.e., Administrators not “peers”).

- Tenure is a peer assessment.
- Provides clearer detail of tenure criteria and process.
- Provides for a Tenure Appeal process and a revised Tenure Appeal Committee structure (similar structure to the Tenure and Promotion Committee).
- Provides for early tenure process at candidates' request.
- Tenure decisions can also be subject to Grievance procedure.
- Promotion to Associate Professor remains automatic when granted tenure.
- Article 24 also provides salary increase -- \$1,500.00 when tenured/promoted to associate professors).

Article 20: Promotion to Full Professor

This article clarifies promotion criteria and procedures. The committee for this process is the same committee as the Tenure committee. It also specifies time lines for procedures. Under the proposed CA, 4 external referees are needed for this process.

- Under the proposed CA, the candidate will provide a list of 4 potential referees to the Dean, from which the Dean will choose two.
- The candidate will also choose two external referees.
- In addition, 2 internal referees.

Note: this is a significant improvement from the current policy requiring 4 of each group.

- The candidate will be given copies of external letters, copies of letters from colleagues and students (if any) and the Dean's assessment by January 15.
- The candidate shall be given opportunity to respond within 15 days.
- The candidate is to be advised of Decision on Promotion by March 31.
- Promotion decisions can be appealed but is not subject to grievance procedure since the Candidate can be considered for promotion again one year later Includes \$ 1,500 salary increase upon promotion to Professor.

Article 21: Intellectual Property

Current policy remains intact except that.

- The proposed CA provides a better dispute resolution procedure than under the current policy.
- The Employer can not change the policy without negotiating changes with the FA.

Article 23: Discipline

This article defines the types of discipline that can be imposed (only for just cause) and a process by which disciplinary proceedings can be initiated.

- Provides grievance procedure if discipline is not imposed within the terms of this Article.
- Provides timelines for investigation and responses to allegations.
- Requires written statement of allegations after first holding a meeting with the member

Summary, continued...

- Member may have FA rep with her/him at this meeting and is not required to respond at the meeting.

Advice: We recommend that Members never attend such meetings without an FA representative to accompany them.

- Allows member to respond to the allegations.

Article: 24 Compensation

- Salary: \$ 1,500 plus 2% ATB. This represents, on average, a 3.5% increase in salary.
- Promotion increases at promotion and Associate and Professor in the amount of \$1500. This will apply to those promotions effective July 1, 2009.
- The proposed CA makes it clear that stipends paid to Assistant Deans, Program and Directors. Program coordinators are negotiated with the FA – these payments are pensionable earnings.
- Clarifies overload policy as one course per year at current rates but this now becomes a negotiable item for future contracts.

Article 25 Pension and Benefits

For the duration of this contract, the PDA increased from \$1000 to \$1,500.00 for all faculty members.

- These PDA funds can also be carried over only for one year. However, if the money is not spent after that period, goes back to the University.
- Pension contribution percentages will remain as in the current policy.

Note: members who have elected to supplement their HCEA account (also known as the HSA or Health Spending Account) with funds from

their pension benefits will continue to lose that money if it is not spent within the timeframe allotted by Sunlife and UOIT.

- HCEA remains at \$ 500.00
- Members may increase optional life insurance coverage for member and spouse to \$500,000.00 -- The member pays for these benefits and medical may be required under the new allowable amounts

Drug plan:

- Deductible for dispensing fee at remains at \$8.00
- Drugs on formulary 90% (formerly 80%)
- Other prescription drugs at 80% (formerly 60%)

Article 27: Leaves

Unpaid leaves can be negotiated for up to one year.

- If the Member chooses this option, but wishes to remain with Sunlife and the benefits plan during this time, it is expected that the Member must pay both employer and employee premiums for benefits if on unpaid leave.

Research Leave

- First Research Leave will be paid at full pay for one year.
- Subsequent leaves (one year) at 80% after 6 years.

- There is now a new option that can allow for a 6 month leave (July 1 to end of December) or (January 1 to end of June) at full pay after a Member has worked at UOIT for 6 years.
- Subsequent 6 month leaves will be paid at 80% of salary and can be taken after 3 years of a previous research leave.

Supplemental Unemployment benefit for Maternity, Parental and Adoption leave

- The Employer pays difference between EI and 93% of members salary, plus 93% of salary during two week waiting period

Bereavement and Compassionate leave

- Under the proposed CA they have been established. Under the old policy, there were no such policies.

*For more information about this update, please contact Raymond Cox at ext. 2878 or by email at (raymondcox3@gmail.com) ***

VOTING TIMES / LOCATIONS

- Thursday, May 20th, 2010
 - UA 1120 from 9am to 12 noon
 - hallway outside of UB 4034 from 12 noon to 5PM
- Friday, May 21st, 2010
 - hallway outside of UB 4034 from 9 am to 11 am