

**WUFA Contract Negotiations
Highlights and Summary
2017-2021 WUFA Collective Agreement**

Term: Four Year Agreement (July 1, 2017 – June 30, 2021)

Note: Articles not discussed in this summary are unchanged from the previous collective agreement.

MEMORANDUM OF SETTLEMENT

As part of the Memorandum of Settlement, the parties confirm their commitment to the principles of equity and acknowledge their respective obligations as outlined in the following three documents:

- (1) Minutes of Settlement, July 15, 2015 (Langille) – re: Article 30 policy grievance settlement;
- (2) April 15, 2013 - re: process for removing members from the classroom; and
- (3) June 23, 2010, arbitration award (Kaplan) – re: there is no spousal hiring policy in effect.

ARTICLE 5 RIGHTS, DUTIES AND RESPONSIBILITIES

- 5:07(a) Faculty members who undertake extra teaching duties will be compensated by an appropriate adjustment made in the member’s teaching load within two (2) teaching years, instead of three (3) years.
- 5:08(a) Editorial: “counselling” becomes “academic counselling”.
- A Dean must advise a member in writing if an additional course is proposed to be added to the member’s workload.
- 5:08(c) Editorial: “counselling” becomes “academic counselling”.
- 5:08(c)(viii) Editorial: “graduate students” becomes “Teaching Assistants or Graduate Assistants”.
- 5:08(e) Heads are required to provide copies of AAU teaching assignments to members via email.
- 5:08(f) Heads will provide copies of the composition of AAU committees to members in the AAU via email.
- 5:10(b) Under certain circumstances (see 31:03), faculty department heads may be exempt from the requirement to have no more than one semester in sequence without teaching duties.
- 5:10(d) Date change: “February 15” becomes “March 15”.
- Heading before 5:23 Editorial: “counselling” becomes “academic counselling”
- 5:25 Editorial: “counselling” becomes “academic counselling”.
- 5:49(j) Editorial: “counselling” becomes “academic counselling”.
- 5:55 Editorial: “Dean of the Library” becomes “University Librarian”.
- Assignment of research/scholarship/creative activity for librarian members must be mutually agreed upon by the member and the University Librarian/Law Librarian.

5:57(a) Editorial: "Associate University Librarian" becomes "Associate University Librarian(s)".
Editorial: "SGS" becomes "GSS".

ARTICLE 8 FACILITIES AND SUPPORT SERVICES

8:01(b) AAS and sessional lecturer members automatically receive long-distance codes.

8:01(d)(i) Editorial: the names of parking lots on campus have been updated.

ARTICLE 11 DISCRIMINATION AND HARASSMENT FREE WORKPLACE

11:01 The provisions of Article 11 may be superseded by programs and policies in "other employment related acts".

11:02 New Language: A statement explaining that the parties are committed to providing a safe learning and work environment while maintaining a workplace that is free of discrimination and workplace harassment.

11:03 New Language: This clause references definitions of workplace harassment, including workplace sexual harassment, for the purposes of this Article 11.

11:04 New Language: This clause lists three procedures that are available for the fair and thorough treatment of complaints involving workplace harassment.

11:05 New Language: This clause lists the reporting options available to members who have been harassed.

11:06 New Language: Complainants or respondents have the right to representation by the Faculty Association at all stages of a complaint process.

11:07 New Language: The Faculty Association will be advised if the University wishes to appoint an external mediator or external investigator on a matter.

11:08 New Language: If a complaint remains unresolved following any proceeding under the University's Workplace Harassment Prevention Program, it may be pursued through the grievance process.

11:09 New Language: If the University contemplates discipline against a member, it will be dealt with in accordance with provisions in Article 59 and is subject to the grievance process.

ARTICLE 12 APPOINTMENT OF MEMBERS

12:05(a) A limited term faculty member can be reappointed without a job posting, so long as there is a positive recommendation from the Renewal, Tenure, Promotion committee.

12:17(a) A limited term librarian member can be reappointed without a job posting, so long as there is a positive recommendation from the Renewal, Permanence, Promotion committee.

12:24(a) A limited term ancillary academic staff member can be reappointed without a job posting, so long as there is a positive recommendation from the Renewal, Permanence, Promotion committee.

- 12:26 The following will be added to the list of articles and clauses that apply to AAS members:
- 9 (Employment of Non-Members of the Bargaining Unit)
 - 14:01 to 14:14 and 14:37 to 14:45 and 14:47 to 14:51 (Distributed Teaching Responsibilities, Transitional Appointments, Retraining Leaves, Redeployment, Reduced Responsibility, Voluntary Contract Termination and Early Partial Retirement)
 - 18 (Political Leave)
 - 31:01 to 31:03 and 31:05 to 31:06 (Rights, Duties and Responsibilities of Heads)
 - 40 (Appointment of Heads)
 - 48 (Retired Faculty Members/Professional Librarians)
 - J. (Market Stipends)
 - M. (University Loans)
 - N. (Overload Stipends)

ARTICLE 13 RENEWAL OF APPOINTMENTS, PROMOTION AND TENURE/PERMANENCE

13:10 The criteria governing the renewal of appointment, promotion and granting of permanence for librarian members may be amended by the University Library Administrative Committee (ULAC) on the recommendation of the Librarian Criteria Committee.

This clause includes an amendment to the composition of the Librarian Criteria Committee.

New Language: A process for establishing criteria and standards for the University Committee on Renewal, Promotion, and Permanence for Librarian Members (UCRPPLM).

ARTICLE 14 DISTRIBUTED TEACHING RESPONSIBILITIES, TRANSITIONAL APPOINTMENTS, RETRAINING LEAVES, REDEPLOYMENT, REDUCED RESPONSIBILITY, VOLUNTARY CONTRACT TERMINATION AND EARLY PARTIAL RETIREMENT

14:60 Editorial: "Letter of Understanding IV" to become "Letter of Understanding III"

ARTICLE 17 SABBATICAL LEAVES

17:08(c) Remove the following clause: "Where a faculty member has held as of June 30, 1978 nine (9) years of qualifying service she/he shall be entitled at her/his first sabbatical following June 30, 1978 to one hundred percent (100%) respectively of her/his Nominal Salary and shall include the annual one (1) month vacation."

17:08(d-f) Editorial: Clauses (d-f) are renumbered to (c-e)

ARTICLE 24 COMPASSIONATE LEAVE, AND FAMILY MEDICAL LEAVE, AND CRITICALLY ILL CHILD CARE LEAVE

24:01 Critically Ill Child Care Leave is added to this clause.

24:03 New Clause: Critically Ill Child Care Leave

24:03(a) New Language: A member is entitled to a leave of absence in accordance with the provisions of Section 49.4 of the Ontario Employment Standards Act.

- 24:03(b) New Language: A member who is qualified for Employment Insurance benefits is eligible for a supplementary employment benefit of one hundred percent (100%) of her/his normal salary, inclusive of the Employment Insurance waiting period, and the difference between the Employment Insurance benefits to which the member is entitled for the first four (4) weeks of the leave and the difference between the Employment Insurance benefits to which the member is entitled and eighty percent (80%) of her/his normal salary for the following four (4) weeks of leave. Any period of leave beyond the eight (8) weeks and up to twenty-nine (29) subsequent weeks of critically ill child care leave will be without pay.
- 24:03(c) New Language: A member who is not qualified for Employment Insurance benefits shall be paid 100% of her/his normal salary for the first four (4) weeks of such leave. The member shall be paid eighty percent (80%) of her/his normal salary for the following four (4) weeks of her/his leave. Any period of leave beyond the eight (8) weeks and up to twenty-nine (29) subsequent weeks of critically ill child care leave will be without pay.
- 24:03(d) New Language: Definition of 'child'.

New heading: **Procedures For Family Medical Leave and Critically Ill Child Care Leave**

- 24:04 [renumbered] Amended to include clauses 24:02 and 24:03.
- 24:05 [renumbered] Critically Ill Child Care Leave is added to this clause.
- 24:06 [renumbered] Critically Ill Child Care Leave is added to this clause.
- 24:07 [renumbered] Editorial: "his or her" becomes "her/his"

ARTICLE 27 CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

- 27:02(e) Complaints placed in a member's personnel will be removed after 5 years.

ARTICLE 30 EMPLOYMENT EQUITY

- 30:04(ii) Clause includes the definition of "serious under-representation".
- 30:06(d) Clause includes the definition of "approximately equal".

ARTICLE 31 RIGHTS, DUTIES AND RESPONSIBILITIES OF HEADS

- 31:02(l) Editorial: "counselling" becomes "academic counselling"
- 31:03 Department head stipends are increased by \$500.
- 31:03 (b) Head's teaching load requirements modified such that a Head may teach either one (1) or two (2) semester courses in an academic year. Members using these teaching releases will not be considered for overload teaching appointments.

- 31:04 The following sentence is removed from the clause: “A Head shall not combine a sabbatical leave under this clause with any other sabbatical leave to which she/he may become entitled.”
- 31:05 Librarian department head stipends are increased by \$500.
- 31:06 \$10,000 is added to funding for Heads provided by the Provost in order to meet the cost of work-related projects (including research projects).

ARTICLE 54 SESSIONAL INSTRUCTORS/POSTED COURSES

- 54:04(a) Deadline dates are established for sending out sessional appointment letters in each semester.
- 54:04(d) Editorial: correction to the table showing course equivalence for hours taught in the School of Music.
- 54:06(a)(iii) “professional designation and/or related professional experience” will be considered when determining academic credentials of sessional applicants.
- 54:06(b)(ii) Applications for preferred applicant status shall be reviewed normally within 60 days from the time of application.
- 54:07(a) Deadline dates are established for posting sessional/overload courses.

ARTICLE 55 SESSIONAL LECTURERS

- 55:04 Article A.2 (f), (Salary Increase Upon Promotion), will now apply to Sessional Lecturers.

ARTICLE 61 DURATION OF AGREEMENT

- 60:01 A four year agreement, spanning July 1, 2017 to June 30, 2021.

ARTICLE A SALARIES

Salary Maxima and Minima (Table A.1) increased by scale amount in each year.

Table A.2: Scale and PTR				
Date	July-01-17	July-01-18	July-01-19	July-01-20
Scale	1.6%	1.6%	1.75%	2.0%
PTR	\$2,650	\$2,650	\$2,650	\$2,650

Full Professors, Associate Professors, Librarian IV, Librarian III, AAS IV, and AAS III earning 1.75 times the salary minimum for their respective rank shall receive 50% of the PTR increment. Those earning 2.00 times the salary minimum for their respective rank shall receive 0% of the PTR increment.

- A.2(g) On July 1, 2017 the nominal salary of each full-time faculty, professional librarian, ancillary academic staff member, and sessional lecturer shall be increased by a base adjustment in lieu of the Windsor Salary Standard for the 2017/2018 year in the amount of one thousand two hundred and fifty (\$1,250) dollars.

A.4 On July 1, 2017 the base adjustment stipulated under A.2(g) will be added to members' nominal salaries prior to the following adjustments: increase to a new rank minimum, increase upon promotion, scale, and progress-through-the-ranks.

ARTICLE C THE UNIVERSITY ANOMALIES FUND

The Anomalies Fund for the 2017-21 Collective Agreement will be \$160,000, awarded June 30, 2019.

ARTICLE D THE UNIVERSITY RETIREMENT PLAN FOR FACULTY AND CERTAIN EMPLOYEES

D.3(c) Editorial: "Plan's consulting Actuaries, Mercer Human Resource Consulting" becomes "the plan actuary"

ARTICLE F HEALTH INSURANCE PLANS

- Effective July 1, 2020, Green Shield Vision Plan (\$425/24 months)
- massage therapy to a maximum of \$800 per calendar year
- 50% of the scheduled fee to clinical psychologist for twenty (20) visits
- chiropractic coverage up to \$600 per year
- physiotherapist to a maximum of \$850 per calendar year (\$900 effective July 1, 2020)

ARTICLE I PROFESSIONAL DEVELOPMENT AND MEMBERSHIP DUES REIMBURSEMENT

On July 1, 2017 and July 1, 2018 the professional development fund is increased to \$1,600 per year for faculty, librarians, AAS and AAS learning specialists, and to \$1,100 for sessional lecturers.

On July 1, 2019 and July 1, 2020 the professional development fund is increased to \$1,650 per year for faculty, librarians, AAS and AAS learning specialists, and to \$1,125 for sessional lecturers.

ARTICLE N OVERLOAD STIPEND

The overload stipend is \$6,000 in the first three years, and \$6,075 in the fourth year.

N.3 New Language: If a faculty member/librarian/AAS/AAS:LS/sessional lecturer is asked to teach a posted course as overload after it is unsuccessfully advertised they shall receive the full sessional stipend under Article R.

ARTICLE P WINDSOR SALARY STANDARD

The Windsor Salary Standard will be calculated in the second, third, and fourth year of the agreement.

ARTICLE R SALARY FOR SESSIONAL INSTRUCTORS

Sessional rates for full courses, partial courses, and special rates for nursing and music will increase in the same proportion as scale in Article A.

R.7 The Information Technology Assistance Account was expanded to become the "Information Technology and Professional Development Assistance Account". There will be \$20,000 in funding available. Qualified sessional instructors will be provided with up to \$400 from this account.

ARTICLE S SALARY FOR SESSIONAL LECTURERS

Sessional Lecturers will receive a scale increase according to Table A.2(d), and a PTR increase according to Table A.2(d), and a Promotion Increase according to Table A.2(f) on their respective Normal salaries.

LETTER II EFFECTIVE DATE OF AGREEMENT AND RETROACTIVE PAYMENTS

The dates have been changed to reflect the 2017-2021 agreement.

LETTER VIII SUBSIDY PLAN FOR RETIRED MEMBERS

The University will pay \$100,000 into the Subsidy Plan in each of the four years.

MEMORANDA OF AGREEMENT

Funding Excess MoA is renewed.

Letter of Agreement (not part of the Collective Agreement), re: Joint Cttee to explore full cost-sharing and joint governance of the pension plan - deleted from the Collective Agreement.

LETTER OF UNDERSTANDING (not part of the Collective Agreement)

SESSIONAL INSTRUCTOR HOURS CALCULATION FOR EMPLOYMENT INSURANCE

For the purposes of EI a posted course under Article 54 taught by a sessional instructor shall be calculated at 185 hours worked.