



Western
UNIVERSITY • CANADA

Faculty Collective Agreement (and other) Changes

January, 2018

Agenda

- Faculty Collective Agreement
 - Ratification and Transition
 - Training and Resources
 - Changes for 2018-2022
- Other Appointment Changes
 - Continuing Teaching Scholar

Faculty Collective Agreement (2018-2022)

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.

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

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Jennifer King X 83723

- ❖ Arts and Humanities
- ❖ Education
- ❖ Health Sciences
- ❖ FIMS
- ❖ Music
- ❖ Social Science

- ❖ Business
- ❖ Engineering
- ❖ Law
- ❖ Schulich SMD
- ❖ Science

**For assistance in immigration matters,
please contact the Faculty Recruitment Consultant
in the Office of Faculty Recruitment**

Connie Zrini x82915

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Faculty Collective Agreement (2018-2022)

Ratification and Transition,
Training and Resources

Ratification and Transition

- Ratified on November 23, 2018 by UWOFA Members (90%) and on November 29 by Board of Governors
- Effective date is July 1, 2018 for compensation changes (retro-active)
- Effective date for language is upon ratification unless stated otherwise

Training and Resources

- General Info sessions (December & January)
- Posting of Final FCA on OFR web after editing (Winter 2019)
- Working version of FCA shared in January
- Emails to advise of transition measures
- OFR Template/Guide changes
- Direct inquiries to Faculty Relations Consultants

Faculty Collective Agreement (2018-2022)

Changes

Definitions and Interpretations

Communication voting results: Upon request, details of voting results shall be made available. Details include number of votes cast and numeric results of vote.

Academic Responsibilities of Members

- Added list of what Members will do in fulfilling their academic responsibilities related to graduate student supervision (9 e)
 - continuous faculty supervision
 - adheres to the academic requirements of the program
 - contribute to the program's evaluation of their own students' progress
 - set and adhere to reasonable timelines for students' academic work
 - provide timely feedback
 - respect students' right to set their own schedule
 - allow their students to engage in professional development
- Members not to enter classroom technology software agreements with vendors that bind the University without approval from Procurement Services. Resources available through The Centre for Teaching and Learning. (9 i)

Annual Performance Evaluation

All processes are considered status quo for this cycle – changes will be effective for the 2019-2020 cycle

Committee

- Clarifies that the APE Committee is elected annually (4.1 a)
- Members serve for one-year terms and may not serve more than two consecutive terms (4.1 a)
- One member will be designated the Committee's Equity Representative, as per the article Employment Equity (4.1.1)

Annual Performance Evaluation

APE Criteria

- Full-Time Members vote in APE votes pertaining to evaluation processes relevant to them, and that Part-Time Members vote in those pertaining to evaluation processes relevant to them (5)

APE Assessment/Annual Report

- Clarifies details that Members are to provide about supervision of undergraduate student work (9.3 d 5)
- Clarifies details that Members are to provide about supervision of graduate student work (9.3 d 6)

Annual Performance Evaluation

APE Assessment/Annual Report

- When results of Student Questionnaires on Courses and Teaching (SQCT) are included in a Member's Annual Report, they will be considered information about student experience in the classroom (9 & 9.3 d ii)
- Change in way data is used in SQCTs (e.g. must reflect class sizes, response rates, distribution of ratings) and that data may not contain arithmetic averages (9 & 9.3 d ii)
- *Currently working with Registrar's Office to provide above data to committees. Also, currently in discussion with UWOFA on how to implement SQCT changes this cycle.*

Annual Performance Evaluation

APE Assessment/Annual Report

- Clarification of details that Members are to provide about Service (9.3 f i & iii)
- Changes the terminology for rating category a) from “outstanding” to “exceptional” (10.4)
- NEW - Distributed ratings for each category - the Chair or Director will notify the Dean of proposed deviations from these expected distributions, and the Dean may require a rationale (10.5)

Annual Performance Evaluation

APE Assessment/Annual Report

- NEW - Committee shall identify areas in need of development for Members (10.6)

Assessment Considerations

- Requirement for written comments, not merely numerical scores, are provided to Members whose performance is rated below good (12)
- Requirement for the Dean to report on the distribution of APE ratings in the Department/Unit (12.3)

Appointments

Limited Term

- Limited-Term No End Date (LT NED) status is now twelve years of continuous appointment as a Limited-Term Member (8.6)

Continuing Teaching Scholar Track

- Creation of a Continuing Teaching Scholar appointment category – details to be developed and distributed when complete

Appointments

Limited Duties

- Change in way data from SQCTs may be used (e.g. must reflect class sizes, response rates, distribution of ratings) in Appointments processes for Part-Time Members, and that SQCT data may not contain arithmetic averages (12 a and 18.2.1, 18.2.2)

Appointments Committee

- One member of the Appointments Committee will be designated the Committee's Equity Representative, as per the article Employment Equity

Appointments - PT

- LD to LT Conversions
 - Create 12 positions across University
 - max 1 per Unit unless Dean's permission
 - => 3.0 FCE per year rolling 4-year period - determined every September 30
 - Not FT employed or retired
 - Requires approval of Appointments Cttee who may recommend from all eligible candidates in Unit
 - 2 year appointment, renewable. May include R

Association Rights

- The President of the Association has the option of receiving an Alternative Workload that reduces the proportion of Research (not just Teaching) and increases the proportion of Service (2)

Basic Scientists

- For the purposes of applying the article Promotion and Tenure, Externally-Funded Appointments will be covered under the protocols for Limited-Term Appointments (6)

Compensation and Benefits/Duration

FT Salary adjustments for 4 years

- 1.5% plus \$750 lump sum and PLCP (paid retro to July 1, 2018 in December).

Year 1 only: \$300 / \$600 / \$300, distributed respectively to those in the lowest / middle / highest salary breakpoint ranges (Professorial ranks only)

- 1.5% plus \$1000 lump sum and PLCP (for July 1, 2019)
- 1.5% plus \$1000 lump sum and PLCP (for July 1, 2020)
- 1.75% plus PLCP and Career Trajectory (\$930 per Member – linked to PAI score) (for July 1, 2021)

Compensation and Benefits/Duration

PLCP - Performance-Linked Career Progress

- Adjustments to both breakpoints and salary points for Professorial ranks and Lecturers

Compensation and Benefits/Duration

FT Benefits

- \$2,250 in flexible benefit credits in the calendar year 2019 - may be allocated to either the PER, a taxable Wellness Account or the Health Care Spending Account (HCSA)
- \$2,500 in flexible benefit credits in each of the three remaining years of the agreement (effective January 1, 2020, 2021, and 2022)
- Effective as of January 1 2020, where a Member makes no election to allocate their flexible benefits credits, the entirety of the Member's credits will be allocated to the PER.

Compensation and Benefits/Duration

FT Benefits

Faculty Start-up Grant

Minimum start-up research grant:

- \$7,000 for all new Full-Time Members with a Research or Scholarship component of 40%
- NEW - \$3,500 for all new Full-Time Members with a Research or Scholarship component of 20-39%

Compensation and Benefits/Duration

- PT Salary adjustments for 4 years
 - 2.2% increase each year to base rates and experience premiums
 - Does not apply to “above the minimum” rates

Compensation and Benefits/Duration

PT PER

- \$250 for the first full course equivalent and to \$75 for each additional half course up to a maximum of \$700 per Calendar Year
- Part-Time Members may submit PER claims of any amount once per Academic Term with no dollar amount limits

Conflict of Interest and Conflict of Commitment

- Actual conflict of interest arises when a Member is involved in a sexual or otherwise intimate relationship, or other close personal relationship, with a student with respect to whom the Member is in a supervisory or evaluative role (2.2)
- An apparent or potential conflict of interest arises when a Member is involved in a sexual or otherwise intimate relationship, or other close personal relationship, with a student who is enrolled in a course or program offered by a Faculty in which the Member has Academic Responsibilities, or in any graduate program in which the Member has Academic Responsibilities (2.2.1)
- Requires Members to declare the existence of such an actual, apparent or potential conflict (2.2.2)

Department Chairs and Directors of Schools

- Chairs' and Directors' minimum stipend increases to \$10,000 per annum

Employment Equity

- Equity Representative role for a member of the Appointments, Annual Performance Evaluation, and Promotion and Tenure Committees
- Dean or designate will designate the member who will be the Committee's Equity Representative
- Equity Representative will require training determined appropriate by the Director of Equity & Human Rights Services (9)
- Each year, the Employment Equity Committee will receive data sorted by gender and other designated groups for which data are available, on the number of Probationary and Tenured faculty candidates interviewed and/or hired in that Year (11)

Income Security

Compassionate Leave

- Definition of family member has expanded as per ESA (2)
- Dean may grant Compassionate Leave for an expanded set of circumstances as outlined in the ESA (4)
- Allow for a combination of ESA stipulated leaves and Compassionate Leave with no loss of entitlements (4.1)

Intellectual Property

- Clarification of circumstances in which Members are required to disclose copyrighted work created in the course of their employment or through their use of University resources (a requirement prescribed by a University policy in MAPP) (2.1)
- Requirement for travel expenses incurred by an Intellectual Property Creator and/or by personnel of the WORLDiscoveries® Business Office to be approved by the WORLDiscoveries® Office (9.1 b)
- Reduction of the notice period (from 120 days to 30 days) for the Employer to be free to discontinue exploitation of Patentable Intellectual Property (PIP) and/or protection of the PIP, when the Intellectual Property Creator does not consent to reassignment of the PIP to themselves (15.2.1)

Pregnancy, Parental and Adoption Leave

- Parental Leave entitlements have been updated to reflect leave periods allowed under the Employment Insurance Act
- The maximum paid Parental Leave for Members who also receive Pregnancy Leave is now 26 weeks inclusive of the Pregnancy Leave (3.1.1)
- Postponement of Promotion and/or Tenure decisions shall be calculated at the rate of one (1) year per Pregnancy and/or Parental/Adoption Leave (7)

Promotion and Tenure

- Promotion and/or Tenure file will include a Research Statement (6.4 c)
- Student Questionnaires on Courses and Teaching in a Member's Annual Report, will be considered information about student experience in the classroom (3.1.1)
- Change to way data is used in SQCTs (e.g. must reflect class sizes, response rates, distribution of ratings) in the Promotion and Tenure process and that SQCT data may not contain arithmetic averages (3.1.1)
- A decision to deny Promotion and/or Tenure shall not solely be based on data from SQCTs (3.1.1)

Promotion and Tenure

- Member may request that any unsubstantiated allegations of wrongdoing in letters received from the public solicitation be removed from the P&T file (3.1.1)
- Whether and how research done before the Member's Appointment will be included as part of the research record will be stated in the Member's Letter of Appointment (3.1.2.1)
- When the Dean determines that consideration for Promotion may be initiated, this invitation will be made in writing (15.5 and 15.5.1)
- One member of the P&T Committee will be designated the Committee's Equity Representative, as per the article Employment Equity (10)

Retirement and Resignation

- Members can elect to retire on January 1 or July 1 (LU incorporated into FCA - various clauses)
- The Provost may waive or modify the 12-month notice period, on recommendation by the Dean and on mutual agreement of the Member and the Dean (4.1)
- Professors Emeritus/Emerita who are members of the School of Graduate and Postdoctoral Studies (SGPS) are no longer eligible to vote for representatives of the SGPS to the Senate (5.4 g)

Workload

- Includes “other experiential learning” as a factor that may increase or decrease a Member’s Workload associated with teaching (4 c and 4 i)
- Arrangements to Normal Workload due to course cancellation shall be made in consultation with the Member (4.1)
- Probationary Members shall not be required to teach courses in more than two of three terms (6)

Letters of Understanding

- Annual Performance Evaluation (new)
- Evaluations of Courses and Teaching (new)
- Indigenous Faculty Issues (new)
- Limited Duties Conversions (renewed with changes)
- Special Provisions for Appointing Additional Associate Deans (renewed with changes)
- Workload Study Group (new)
- Appointments Clause 3d Assignment Limits (renew)
- Centre for Environment and Sustainability (renew)

Letters of Understanding

- Centre for Engineering Leadership and Innovation (renew)
- Centre for Theory and Criticism (renew)
- Department of English and Writing Studies (renew)
- Department of Women's Studies and Feminist Research (renew)
- Director, School of Mathematical and Statistical Sciences (renew)
- Documentation of Waivers (renew)
- First Nations Studies Program (renew)
- Masters of Public Health Program (renew)
- Music and Performance Studies and Ensembles (renew)

Letters of Understanding

- Non-Traditional Units (renew)
- Office Space for Standing Appointees (renew)
- Online Courses (renew)
- Payroll for Studios with the Faculty of Music (renew)
- Phased Retirement (renew)
- Posting and Selection of Limited-Duties Appointments in the Faculty of Education (renew)
- School of Biomedical Engineering (renew)
- Technical Support of Macintosh (renew)
- Western Research Chairs (renew)

Letters of Understanding

- Standing Appointment Accrual (renewed with additional courses in Nursing)
- All other LU under FCA 2014-2018 are no longer applicable.

Other Changes

Language Changes

- Revise all gender specific language in the agreement to gender neutral language
- Revise any language naming equity seeking groups to reflect best practice

Questions?



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