

ARTICLE 5 - ADMINISTRATION OF THE AGREEMENT

H.1 Duration of the Agreement

The term of the Agreement shall be from the date of ratification to June 30, 2008~~12~~.

Where provisions in the Agreement require action by the Association and the Board after the date of ratification and that action has been or may be delayed, it shall be taken as soon as is administratively feasible.

H.2.1 No Strikes - No Lockouts

There shall be no strikes or lockouts during the life of this Agreement.

H.2.2 Essential Access

In the event of a strike or lockout at the University **which puts a member's research at risk of**, ~~members whose research requires access to facilities on the University campus, in order to prevent such~~ **irreparable** damage to that research ~~such as the~~ **physical harm to animal specimens**, loss of live or decomposable materials, **or damage to sensitive equipment**, the member shall request access in writing to be allowed such access following arrangements with the ~~Co-ordinator of~~ **Associate Vice President of Research and Graduate Studies**. Where possible, notification of access needs shall be given. **Such requests shall not be unreasonably denied.**

H.3 Copies of the Agreement

Within sixty (60) days of the signing of this Collective Agreement, the Board shall **routinely** prepare and provide **on the University website** ~~to each member~~ a copy of the Agreement together with any additional material which the parties agree shall be distributed. The Board shall provide at cost to the Association for its own use fifty (50) **printed** copies of the Agreement within sixty (60) days of signing. The Board shall routinely provide **electronically** a copy of the Agreement ~~to members appointed during its life.~~ **on the University website.**

Note: Provide notice to TUFAs that a copy of the Agreement will be available on the HR website.

~~With respect to new appointments, a copy of the Collective Agreement shall accompany any offer of employment.~~

H.4 Correspondence

All correspondence between the parties arising out of or incidental to this Agreement shall pass between the ~~Associate Vice President~~ **Director** of Human Resources (or designate) and the President of the Association (or designate). Where the Agreement specifies notice in writing, this **shall be satisfied by one or more of the following: email, hard-copy letter, or PDF, unless a signed hard copy is required, as specified in the provisions of the collective agreement.** ~~the internal postal service of the University shall normally be deemed adequate means of communication.~~

H.5 Provision of Information

Each party shall provide to the other party documents that by policy or practice are routinely available to members of the University. Requests for further information from the other party shall be made through the Joint Committee, and such further information shall not be unreasonably refused. Where such information relates to named individuals in detail, such details shall be restricted to, and treated confidentially by the parties, officers and designated representatives. Requests for information shall be routed through and/or copied to the ~~Associate Vice President~~ **Director** of Human Resources or the TUFA President, as appropriate.

H.5.1 The University shall annually compile and make available to the Association the following data:

- (a) The total amounts spent on salaries and benefits for the members of the TUFA bargaining unit as available from existing payroll data.
- (b) Aggregate data for health and insurance benefits as currently provided by the carrier.
- (c) Once appropriate databases have been established, the number of **full courses equivalents** and the number of ~~student courses~~ **full course equivalent student course registrations** taught by TUFA bargaining unit members.

~~III.5.6~~ New Appointments moved to article 5

- (d) Where an appointment involves special commitments in relation to capital start-up costs and/or special support for teaching, research or administration, these shall be detailed in the initial appointment letter. Upon request, such arrangements will be discussed at Joint Committee. Such commitments, where provided, shall be granted to the individual member directly, and the total of such commitments shall be reported annually to the Joint Committee

for information. A list of all such allocations shall be provided to Joint Committee by October 1st for the preceding July 1st to June 30th period.

Appendix M included here

- (e) **tables from the financial report of Ontario universities (Council of Finance Officers, University of Ontario), annually, when available: Table 6 Expense – Operating University and Expense – Operating Total for Universities.**

H.6 Joint Committee on the Administration of the Agreement

~~H.6.1~~ Recognizing the mutual benefits to be derived from joint consultation, the parties agree, within thirty (30) days of the signing of this Agreement, to establish a Joint Committee on the Administration of the Agreement, comprised of three (3) representatives of the Association and three (3) representatives of the Board.

~~H.6.2~~ The Joint Committee shall deal with problems arising from the administration of this Agreement, as far as possible, and perform the various functions assigned to it in the articles of this Agreement. The parties may agree to establish sub-committees of the Joint Committee to perform particular functions assigned by particular articles of the Agreement if they are of the opinion that this will better expedite the administration of the Agreement. Such sub-committees shall be composed of an equal number of representatives of the Association and of the Board, **and shall forward all recommendations to the Association and the Board through Joint Committee.**

~~H.6.2.1~~ ~~The Joint Committee shall not have the power to alter or amend in any way the terms of this Agreement, and Joint Committee decisions are not binding unless expressed in writing and signed by the authorized representatives of each party on behalf of the Association and of the Board.~~

In addition to performing the various functions assigned in this Collective Agreement to the Joint Committee, the Joint Committee shall administer this Agreement in the spirit of cooperation and mutual respect and shall seek the timely correction of conditions which may give rise to misunderstandings. To that end the Joint Committee shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. Any amendments or modifications to the Agreement shall not take effect until approved by the University and the Association.

~~H.6.3~~ The Joint Committee shall determine its own procedures, subject to the following provisions:

- (a) the Joint Committee shall be co-chaired by one (1) representative of the Association and one (1) representative of the Board;
- (b) a quorum for the Joint Committee shall be four (4) of its members, with a minimum of two (2) members representing each of the Board and the Association;
- (c) the Joint Committee shall meet at least twice during each academic year, but may meet more often by mutual agreement;
- (d) either party may request a meeting to be held at a mutually convenient time within ten (10) working days of the request;
- (e) the co-Chairs may meet to settle agenda for meetings; failing that, they shall exchange written agenda at least three (3) working days in advance of each meeting.

I.3.1

Existing Practice

Except where modified by this Agreement, existing practices relating to terms and conditions of employment which are reasonable, certain, and known, and which were in force at the date of commencement of this Agreement or during the preceding academic year, shall continue during the term of this Agreement. The onus of establishing an existing practice within the meaning of this Article shall rest on the party or person alleging the existence of such practice. Either party may seek interpretation of existing practice relating to terms and conditions of employment by referring any such matter to the Joint Committee as established in II.6 of this Agreement. The Joint Committee shall be allowed one (1) month from the date of the request to resolve such issues. The Board may, following due notice to the Association stated in writing, amend, alter, or discontinue existing practices in a reasonable way. Reasonable grounds for altering, amending, or discontinuing existing practices shall include the need of the Board to comply with any of the articles of this Agreement.