

Summary of Bargaining and the Tentative Agreement

TUFA Members are encouraged to review the documents that comprise the tentative agreement. To assist with this, your Bargaining Team has prepared the following summary of the ways in which the tentative agreement addresses the bargaining mandate as approved by the TUFA membership.

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>Workload and Information</p> <p>Workload:</p> <ul style="list-style-type: none"> a. Goal is to have language in the contract that will allow for an assessment of workload conditions to be made in advance of the next round of bargaining. Many of the measurements required to effectively negotiate workload are not currently recorded (e.g. graduate teaching, chairs' teaching release, course loads, etc.) <p>Information:</p> <ul style="list-style-type: none"> a. strengthen our language to bring it in line with information that most associations routinely receive from Employer 	<p>Goals partially met.</p> <p>New language includes list of information the Employer will provide to TUFA annually. In addition to financial information, we have added information concerning teaching loads including graduate teaching. The Employer reported an inability to provide any more detailed information on teaching loads. Such information will be required in order to negotiate workload in the future; we will work on acquiring it via other means.</p> <p><i>II.5 Provision of Information</i></p>
<p>Grievances</p> <p>Goals:</p> <ul style="list-style-type: none"> a. to streamline the grievance process ensuring that each step is designed with a view to arbitration. b. clarify time lines 	<p>Grievance section completely rewritten, closely following the CAUT model clause. The new language outlines a three step process: (1) grievance, (2) grievance conciliation committee and (3) arbitration. Timelines are clearly laid out.</p> <p>All goals met.</p> <p><i>VI.1 Grievance & Arbitration</i></p>

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>Discipline</p> <ul style="list-style-type: none"> a. add reference to natural justice, due process, etc. b. description of investigation: who does it, that it is confidential, and under what timelines – it must happen within x number of days of the events, and the investigation must end within x number of days of starting c. outline of what constitutes permissible discipline d. discipline is grievable e. withdrawal from file of any disciplinary reference two years later if no reoccurrence of same events 	<p>Discipline section completely rewritten, closely following the CAUT model clause. Language outlines progressive disciplinary steps; ensures all disciplinary actions are grievable.</p> <p>All goals met.</p> <p><i>IV.11 Discipline</i></p>
<p>Policies</p> <ul style="list-style-type: none"> a. Strengthen our language bringing it in line with language most associations have requiring that policies are either negotiated into the collective agreement or are harmonized with and subordinated to the collective agreement (goal is to strengthen our language to provide protections against Employer doing an "end run" around the CA by instituting new "policies" or "guidelines"). 	<p>New Policies section added, closely following the CAUT model clause. New language ensures all Employer policies affecting terms and conditions of employment will be consistent with collective agreement. Where Employer required to introduce or amend policies to achieve compliance, it may impose such changes only after consultation with Joint Committee and provision of notice to Association. Association may challenge changes.</p> <p>All goals met.</p> <p><i>I.3.3 University Policies</i></p>
<p>Benefits</p> <ul style="list-style-type: none"> a. Include provision allowing us to renegotiate with other provider (in the event OCUFA or CAUT benefits initiatives are deemed an option) 	<p>Goal not achieved.</p>
<p>Merit</p> <ul style="list-style-type: none"> a. Change language in III.9.2. to read Thirty-five (35) merit awards WILL SHALL be AWARDED in each academic year. 	<p>Goal not achieved.</p>

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>Reappointments, Promotions and Tenure Process</p> <p>Goals:</p> <ol style="list-style-type: none"> a. Clarify role and composition of COAP and structure of decision-making process while protecting the primacy of discipline-based peer review b. Clarify role of Dean c. Mechanism for improved dialogue between tenure candidates and/or Chairs and COAP d. Ensuring that decisions made at each level are fully communicated to those at the next level of decision-making (e.g. ensure President receives copies of letters from Departmental Tenure Committees) e. Provide union with all correspondence generated in the tenure review process (e.g. departmental recommendation, COAP's recommendation, etc.). 	<p>Extensive new language: clarifies role of COAP and Dean; provides opportunity for member to review and respond throughout the various stages of the decision-making process; member's file is cumulative, with documentation regarding all decisions and responses at each stage of process added; TUFA provided with copies of key decisions. For clarity, language for each of the six types of personnel decisions follows same pattern.</p> <p>Goals met.</p> <p><i>Probationary Reappointment of Professional Librarians</i></p> <p><i>Probationary Reappointment of Faculty</i></p> <p><i>Permanency for Professional Librarians</i></p> <p><i>Tenure for Faculty</i></p> <p><i>Promotion of Professional Librarians</i></p> <p><i>Promotion of Faculty</i></p> <p><i>LOU (Letter of Understanding) Composition of COAP</i></p>
<p>Rejection of further concentration and centralization of the command structure of the university in place of collegial and distributive governance.</p>	<p>Goals met.</p> <p>Employer proposals to removal Directors of Schools of Nursing and Education withdrawn. Withstood proposal to remove policies from collective agreement and strengthened protections re policies (see Policy section above). Withstood attempts to increase management functions for chairs (See Other Issues below).</p>

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>The rejection of the creation of a teaching ghetto, populated by overburdened Limited Term Faculty and teaching only positions.</p>	<p>Employer proposals regarding teaching only positions withdrawn.</p> <p>Employer claimed an essential link between teaching only positions and LTAs arguing that they needed either teaching only positions or increased teaching loads for LTAs. TUFA's view was that the latter was effectively a teaching-only position. Based on our mandate, we resisted changes that would have the effect of creating a sub-class of faculty within our bargaining unit of members who would not have research, service and teaching components of their positions.</p> <p>Employer argued for the removal of Appendix J which provided for the temporary suspension of the 3 year cap on the term length for Limited Term Appointments. TUFA argued for grandparenting for current LTAs. Employer's opening position was that all LTA's who had exceeded 5 years would not be eligible for any further appointments (term of 5 yrs significant because of legal severance obligations). Agreement reached that current LTA's will all be eligible for 2 yrs of further eligibility, after which 3 yr cap returns. (Eligibility calculated based on actual # of months in contract, i.e. 3 year or 36 month cap.)</p> <p>Parties agreed to establish a committee explore teaching focused appointments within the bargaining unit. This committee has a mandate to report to Joint Committee on the feasibility, viability, and the level of acceptance of such appointments, no later than July 1, 2011</p> <p><i>III_4_2_3 LTA</i></p> <p><i>Withdrawal of Appendix J LTAs</i></p>

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>The rejection of proposals that undermine the legal status of TUFA as a trade union and interfere in our abilities to represent our members, including for example:</p> <ul style="list-style-type: none"> • removal of policies from the collective agreement and unilateral imposition of policies thus removed, or newly created • elimination of the grievability of career decisions • the use of member-comprised committees to make decisions leading to termination 	<p>Goals achieved:</p> <p>Policies currently in the CA (Discrimination and Harassment and Scholarly Misconduct) remain in the CA. By law, the Employer is required to ensure compliance of university policies including those that are included in our CA. TUFA negotiated a role in this process. In the case of the Discrimination and Harassment Policy, following a period of consultation and negotiation, the revised policy will be brought to the membership for ratification (estimated time frame March/April 2010).</p> <p><i>LOU ON APPENDIX E [Discrimination and Harassment Policy]</i></p> <p>Employer proposals that would have undermined the legal status of TUFA as a trade union withdrawn.</p> <p>Grievability of career decisions maintained (see Grievance section above).</p> <p>Changes to the wording of <i>II.6 Joint Committee</i>.</p> <p>Clear processes for operations of member-comprised committees that deal with Personnel-related decisions. (See Reappointments, Promotions and Tenure Process above.)</p>
<p>The rejection of the clerical priority of restructuring and renumbering the current collective agreement.</p>	<p>Goal achieved, although this remained a priority for the Employer until the very end of negotiations.</p>

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>The rejection of any proposals that weaken the force of tenure, including for example, provisions regarding CDI denial and teaching-only positions.</p>	<p>Goal achieved. Employer proposals regarding CDI denial withdrawn. See above for discussion of Limited Term Appointments and teaching-only positions.</p>
<p>Refer pension discussions to a side-table with a view to evaluating the state of the plan to assess what changes, if any, are necessary to ensure the health and sustainability of the plan. Side table would include representation from main team, to ensure continuity and integration.</p>	<p>Goal achieved.</p> <p>Employer’s pension proposals were assessed and found to be reasonable. A side table was established, headed by John Fekete. Agreement was reached on modifications to pension that will see TUFA members’ contributions increase from 6.5% to 9% of the member's Nominal Earnings and the Employer will increase contributions by from 9.75% to 13.5%, starting on July 1, 2010 and continuing until June 30, 2013.</p> <p><i>VIII_4_2 Pension</i></p> <p><i>Pension Third Framework Agreement</i></p>

Mandate:	Addressed in Tentative Agreement (where applicable, document name provided in <i>Italics</i>):
<p>Protect the structure of a system-driven salary parity formula.</p>	<p>Goal achieved.</p> <p>The Employer proposed elimination of the CGA (Comparator Group Adjustment: the 1.1% adjustment agreed to last round to address changes to our comparator group) and the elimination of the DISC (Disparity Correction: the component of the salary parity formula that is calculated based on an age-rank analysis of faculty in our comparator groups). This would have left our parity formula with only the System Adjusted Average component (adjustments based on the overall increases negotiated by our comparator groups).</p> <p>TUFA countered with a proposal that protected the DISC but provided the Employer with increased predictability by shifting to a 3 year rolling average for the DISC calculation. We agreed to remove the CGA from our parity formula.</p> <p><i>SCHEDULE AA Parity</i></p>
<p>Miscellaneous Issues</p> <p>Clarify status of EYS credits for members 60 years and older following elimination of permitted discrimination on basis of age (commonly referred to as elimination of mandatory retirement)</p> <p>Retirement Incentive Plan tabled by employer</p>	<p>Deletion of IV.5.2.2.9 and addition of LOU re EYS Accumulation</p> <p><i>IV_5_2_2_9 EYS Adjustment</i></p> <p>When TUFA insisted that connections be made between efforts to encourage retirement and faculty complement and faculty renewal, the Employer withdrew this proposal.</p>

Other Issues

It is beyond the scope of the summary to itemize all elements of the Employer's Proposals that were withdrawn, but this list provides a sampling of issues that have been highlighted in previous discussions of the membership:

Changes to the graduate director's stipends that only referenced stipends for the Directors of Frost Centre and Environmental and Life Sciences.

Changes to prorate sabbaticant benefits according to the proportion of a salary they receive.

Changes to number of stipends required to consolidate stipends into Limited Term Appointments.

Changes to reduce the stipend for courses taught on overload from 20% of B1 to 15% of B1.

Change to increase from 3 to 4 the number of banked courses required for a full course release.

Proposal to transfer the content of the Dean's Manual for Chairs to the collective agreement. Concern that this would have effect of blurring the distinction between Chairs and managers, and would codify the chairs' responsibilities in a way that would reinforce management emphasis rather than positioning chairs as part of the collegial governance of the university, and would leave chair's subject to disciplinary action for failure to perform these duties to the satisfaction of the Employer.

Changes that would have limited the grievability of personnel recommendations/decisions.

Changes that would have removed service to the union as a form of university service (with potential impact on both workload and eligibility for merit).

Proposed language that would have limited consideration of externally contracted, non-peer reviewed paid professional work in personnel decisions. Proposed changes represented considerable impact for members who work in policy-related and community-oriented fields.

Changes to remove protections in the collective agreement for professional librarian members against being required to provide more than occasional services outside of Peterborough.