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Article 24, Budget Cuts and You

Ed Carter, UGFA President

There has recently been a great deal of concern about the proposed budget shortfall and the employment status of members. While we have been meeting with the various colleges, our Salary Chair, Herb Kunze, was working on an analysis of the university budgets from 2006-2012. This analysis, which was recently distributed provides the basis for the following:

For the years 2006-2012 we have been in good financial health

- *Total revenues are growing at a higher percentage rate than total expenses;*
- *Total UGFA salaries have remained a stable percentage of the University's total revenues and total expenses;*
- *Interest costs (as a result of borrowing) are stable, but still exceeded \$11M in 2010-2012;*
- *Net surpluses of \$25M in 2011 and \$26M in 2012.*

There has been a large increase in the amount of internally restricted funds

- *Internally Restricted funds have grown from \$35M in 2006 to \$172M in 2012;*
- *Internally Restricted funds have grown from 2.5% of total assets in 2006 to 13% in 2012.*

Call for Volunteers

The Chairs of the UGFA Salary and Benefits Standing committees are looking for volunteers to serve a one year term with possibility of renewal, effective January 1, 2014. With the consent and approval of the Executive Committee, the two Standing Committees will meet together with the Chairs of the two standing committees acting as Co-Chairs. The UGFA Committees on Salary and Benefits are tasked with research, member engagement and policy development on all economic benefits affecting Members, including salaries, benefits and pensions. The work goals for the committees are to present information and recommendations to the UGFA Collective Bargaining Committee.

Should you be interested in this opportunity, please consider putting your name forward to facassoc@uoguelph.ca.

Thank you,
Herb Kunze, Chair, Salary Committee
Scott Gillies, Chair, P&B Committee

If we use this as the backdrop, then the real concern is the restructuring due to strategic directions which the management of the university wish to pursue and the financial implications of these wishes. In our September News & Views (<http://ugfa.ca/userContent/documents/Newsletters/N&V%20September%202013.pdf>) we detailed what could happen under Article 24, however, we have heard clearly from a number of Faculty that they are fearful that if their area of expertise is eliminated that they will be laid off. It is our opinion that **neither Article 24 nor any other provision in the collective agreement grants management the right to lay-off Faculty and Librarians in the absence of a Financial Exigency as contemplated by Article 55. If management should choose to open Article 24 during negotiations and try to negotiate a change which would allow for the laying off of members, without the process stated within the exigency clause (eg, full financial disclosure, committee determines the exact amount of the exigency etc.), the Association would hope that the members would fully support us. We will keep you informed as we progress – both with our preparation for negotiations and any discussions on the budget.**

Placement of Student Letters of Complaint in Faculty Members' Files

1. Throughout this Protocol, the expression "Student Complaint" is used to refer to signed student letters of complaint that are received by the University outside of the regular end-of-semester course/teaching evaluation process.
2. Pursuant to Article 14.17 of the collective agreement, no Student Complaint may be used for assessment or evaluation of a member unless a copy of the Student Complaint has been placed in the member's Official File in accordance with the requirements of the collective agreement.
3. No Student Complaint will be added to a member's Official File unless the member has been provided with a copy of the Student Complaint and given an opportunity to respond to it. A copy of the complaint shall be given to the member as soon as practicable and no more than 10 days after it is received by the University. If appropriate (per Article 39.4 of the collective agreement), the complaint may be redacted to retain confidentiality. If the allegations in the Student Complaint would, if substantiated, warrant disciplinary action against the member, Article 39 of the collective agreement applies. If the allegations in the Student Complaint would not, if substantiated, warrant discipline against the member, the Student Complaint shall be addressed by the member's Chair.
4. When a Student Complaint has been addressed either by the member's Chair or pursuant to Article 39 of the collective agreement and the Student Complaint is held to be unfounded, vexatious or frivolous, the Student Complaint shall not be placed in the member's Official File and/or Assessment File.
5. Subject to the terms of this Protocol, if a Student Complaint is held to be substantiated, a copy of the Student Complaint may be placed in the member's Official File and/or Assessment File, even if no discipline is imposed on the member. However, no Student Complaint will be placed in a member's Assessment File or used for assessment or evaluation of the member unless it is relevant to an academic assessment.

UGFA EXECUTIVE MEMBERS

President: Ed Carter
Vice-President: Kelly Meckling
Chief Negotiator: Scott Gillies
Salary Chair: Herb Kunze
Grievance Officer: Mary DeCoste
Health & Safety Chair: Jan MacInnes
Academic Freedom: Bill Cormack
OCUFA Director: Jim Mahone
Treasurer: Karen Gough
Member-at-Large: Denise Mohan

The UGFA will shortly place a call for Nominations to Council. You must be a member of Council to serve on the UGFA Executive. We encourage you to consider putting your name forward for a council position once the nomination process begins.

6. The addition of a Student Complaint to a member's Official File does not constitute "routine file maintenance" and a member must therefore be notified of any such addition within 20 days per Article 14.7 of the Collective Agreement.
7. No Student Complaint will be added to a member's Assessment File or used for assessment or evaluation of the member unless, at the time of the alleged facts giving rise to the complaint: (a) the student who authored the signed complaint was enrolled in a course taught by the member, (b) the member was appointed as the student's Advisor, or (c) the student had personal interactions with the member which form the basis of the alleged facts giving rise to the complaint.
8. No Student Complaint will be added to a member's Assessment File or used for assessment or evaluation of the member unless, at the time that the Student Complaint was received by the University, it related to facts or incidents alleged to have occurred within the last year or, if the student complainant is no longer enrolled in a course taught by the member nor supervised by the member, then the complaint must relate to facts or incidents alleged to have occurred during the current or previous semester. An extension of these time limits may be permitted if the student's delay in making the complaint was incurred in good faith and based on extenuating circumstances, provided that no substantial prejudice will result to the member because of the delay.
9. When a Student Complaint contained in a members' Official File is added to a member's Assessment File to be used for assessment and evaluation of the member, any comments provided by the member and any supplementary documents submitted by the member pursuant to article 14.10 of the collective agreement shall also be placed in the member's Assessment File and considered as part of the member's evaluation process.