

CAUT Bargaining Advisory

The Provision of Information to the Association

Academic staff associations whose collective bargaining rights are governed by provincial labour legislation are guaranteed access to some information from their employers. This access comes courtesy of the “duty to bargain,” an element of provincial labour codes that requires the parties to a collective agreement to do everything reasonable to reach an agreement. Jurisprudence from labour boards has interpreted the duty to bargain to mean that the association has the right to information the employer controls.

The right to information does not require employers to provide everything associations request for a specific round of bargaining. And academic staff associations whose bargaining is not regulated by labour legislation have even fewer protections.

For these reasons CAUT advises academic staff associations to negotiate into agreements the specific information they require from the employer, the date by which they require the information, and where appropriate, the format in which the information is transferred. This bargaining advisory sets out the essential components of a Provision of Information article, reflecting on best practices in existing agreements and some additional considerations.

What do we need?

Information from the employer concerns three areas of the association’s bargaining responsibilities: information

about our members, information about the institution, and information about the application of the collective agreement.

Information about our members

An association must bargain in a way that balances the needs of all of its members, whether they are all in one bargaining unit or in separate bargaining units. The association must take into account the differences in appointment type, working conditions and a host of other matters. Information about members will help the association to determine the ways in which different constituencies fare under the terms of the soon-to-expire agreement.

The most familiar element of information articles concerns member demographic details. These data, including salary information, provide the basis for the association to track, among other things, any salary inequities and their causes.

The Queen’s University Faculty Association has negotiated a comprehensive list of information on members:

The University shall provide the Association with the following information no later than January 15, May 15, July 15, and September 15 each year (unless otherwise stipulated below) for the duration of this Agreement:

(a) For all Members (except Term Adjuncts), an electronic list containing the name, employee ID number, appointment, rank, date of appointment to each rank, birth date, gender, Unit(s), Faculty, University e-mail address, FTE and nominal and actual salary. For Term Adjuncts, an electronic list containing the name, employee ID number, title, rank, contract start and end dates, gender, Unit(s), Faculty, e-mail address, remuneration for each course, identification of course(s) and proportion of course(s) taught, remuneration for and identification of additional duties, Years of Teaching Experience, and Right of Renewal/Reappointment status.¹

Additional information regarding members can be extremely useful for a number of purposes. For regular academic staff, it is important to know the year of terminal degree in order to track salary equity. In addition, where they exist, it is important to know the role market differentials play in the difference between “nominal and actual salary.” Requesting all forms of additional information is advisable. Adding the following to the Queen’s language is the simplest way: “administrative stipends, overload stipends, any market payments and other adjustments.”

The association should seek additional information on contract academic staff (called “Term Adjuncts” at Queen’s) where they are members. This should include information on course stipends and any additional payments. It is also useful to know the mode of course delivery contract staff are expected to provide, so that the association can get a sense of the growth of courses delivered through distance education.

One of the greatest weaknesses of many agreements in our sector is the absence of equity data demands. Some associations have sought to fill this gap through the

management of Employment Equity provisions in their agreements. The Agreement at Wilfrid Laurier provides an interesting example:

22.5.2 The Bilateral University-Association Employment Equity Committee shall, with respect to Members:

- (a) at the call of the co-chairs, meet as required to fulfil its mandate and obligations under this clause 22.5;*
- (b) assist the Employment Equity Coordinator with the planning and preparation of the annual workshop on employment equity policies and procedures under 22.6.1, and consider requests for exemption from the workshop under 22.3.1 (b);*
- (c) review Statistics Canada data and information on the composition of academic sub-units and units, and submit a report under 22.3.3;*
- (d) receive and review the report which the University submits to the federal government under the Federal Contractors Program and Employment Equity Regulations, and the reports of the Employment Equity Coordinator;*
- (e) identify any systemic barriers in recruitment, employment and promotion policies and procedures that discriminate against aboriginal peoples, people with disabilities, persons in a visible minority, women, and persons in a sexual and/or gender minority;*
- (f) review on an on-going basis employment equity plans at other universities in Canada;*
- (g) provide information and recommendations to the University Employment Equity Advisory Committee concerning the realization of the University’s commitment to nondiscrimination and equity in the employment of members of the designated groups;*
- (h) provide copies of all Committee reports and recommendations to the President and the Association.²*

1. Collective Agreement between Queen’s University and the Queen’s University Faculty Association, 21 August 2015 – 30 April 2019, Article 6.2.

2. Collective Agreement between Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association, 1 July 2014 – 30 June 2017, Article 22.5.2.

Information about the institution

There are features of the institution's operations that have a direct bearing on the bargaining process and context.

Broad provision of information

A good example of a broad demand for information about the institutional context comes from the University of New Brunswick Agreement:

- f) in the Fall, Winter, and Summer terms of each year, a report showing the number of students enrolled in each of the credit courses offered by the University of New Brunswick, together with the name of the person teaching each course and each section of each course;*
- g) a copy of the annual audited Report and Financial Statements of the University of New Brunswick within ten (10) days following approval for release by the Board of Governors;*
- h) a copy of all official press releases made by the University of New Brunswick, at the time of release;*
- i) at the time of release, a copy of any official public representations or briefs made in writing by the University of New Brunswick to any government agency, department or representative;*
- j) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents to these agenda items;*
- k) the names of all persons appointed or elected to positions on the Board of Governors or committees thereof, together with any terms of reference of those committees;*
- l) copy of the annual report of the Vice-President (Academic) on academic staffing for each year from 1983-84 for the Fredericton campus. The annual report on academic staffing for the Saint John campus will be provided by the Vice-President (Saint John). These reports will be provided within ten (10) days of their completion;³*

3. Collective Agreement between the University of New Brunswick and the Association of the University of New Brunswick Teachers, 1 July 2013 – 30 June 2016, Article 13.01.

Information on out-of-scope employees

While this information in the New Brunswick agreement certainly helps frame the institutional profile, it can be supplemented by additional components. At Laurentian University the parties have agreed to the following additional terms regarding out-of-scope employees:

- (n) In October of each year, the total salary allocation and median salary for:*
 - (i) Senior administration;*
 - (ii) Part-time employees outside the Bargaining Unit by Department/School;*
 - (iii) Any other teaching or research employees outside the Bargaining Unit;*
 - (iv) Library employees outside the Bargaining Unit.⁴*

Information on external contracts

The Laurentian Agreement also requires the employer to provide information on contracts with external education institutions:

- (u) Thirty (30) days after the signing of this Collective Agreement, a copy of all present articulation agreements between the Employer and all public and private education institutions.*
- (v) A copy of all new articulation agreements between the Employer and all public and private education institutions within thirty (30) days of the signing of the said agreements.⁵*

This is useful language, even though it is limited only to contracts with education institutions. Stronger language would provide copies of agreements with all third parties. Currently no such language exists in academic staff collective agreements.

4. Collective Agreement between Laurentian University and the Laurentian University Faculty Association, 1 July 2014 – 30 June 2017, Article 2.50.2.

5. Ibid.

Information about the application of the collective agreement

While the terms and conditions of employment are spelled out in detail in the agreement, senior administrators may use a variety of procedures or summative evaluations to apply them that are not necessarily shared with the association unless required. Some members may be reticent about contacting the association when they receive negative reviews. In all cases where decisions or recommendations are made according to the terms of the agreement, the association must receive information about their disposition.

In many cases, the collective agreement describes in detail the specific conditions and occasions for informing the association. This is most common with discipline language. The equity language cited above from Wilfrid Laurier is another example that provides for additional information.

It can also be extremely useful to receive regular reports from the employer about promotion and tenure.

The agreement at the University of New Brunswick has the following clause in a list that details the information the employer will provide to the Association:

*13.01 c) the names, new ranks and, where applicable, the new salaries of Employees who have received promotions, and the effective dates of such promotions, not later than thirty days after the effective dates or within thirty (30) days after their approval, as appropriate*⁶

The agreement at Acadia has a more comprehensive article concerning Information on Board Decisions:

*7.10 Decisions of the Board on appointment, renewal of appointment, promotion, tenure, continuing appointments, and leave shall be communicated in writing to the President of the Association at the same time as the candidate is informed.*⁷

Obtaining information about denial of tenure or promotion is very important. In the following language from the article on promotion of Librarians at St. Michael's College, the employer must inform the Association even before the decision is made:

*(f) Prior to deciding to recommend the denial of permanent status, reasons for the proposed negative recommendation shall be given to the candidate and copied to the Association.*⁸

Conclusion

In order to fulfill the obligations to its membership an academic staff association must have the right information at the right time. Unionized associations can exercise their legal rights to basic information necessary for collective bargaining. However, as the advisory has shown, additional information is necessary for the association to perform all its duties. The right to this can only be achieved through collective bargaining.

6. Eleventh Collective Agreement between the University of New Brunswick and the Association of University of New Brunswick Teachers Full-Time (Group 1), 2009 – 2013, Article 13.01.

7. Fourteenth Collective Agreement between the Board of Governors of Acadia University and the Acadia University Faculty Association, 01 July 2014 – 30 June 2017, Article 7.00.

8. Collective Agreement Between Collegium of the University of St. Michael's College "Employer" and the University of Toronto Faculty Association "Association," 5 October 2012 – 30 June 2014, Article 11.3.3(f).