

# Recent Collective Agreement Settlements

April 2025

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<b>Ottawa</b>	On February 13, 2025, the Association of Professors of the University of Ottawa ratified a new collective agreement for 2024-2026.
<b>Ontario College of Art and Design</b>	In January 2025, the Ontario College of Art and Design Faculty Association ratified a new collective agreement for 2023-2026.
<b>Manitoba</b>	On March 13, 2025, the University of Manitoba Faculty Association ratified a new collective agreement for 2024-2027.



Canadian Association of University Teachers  
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# St. Jerome's University Academic Staff Association – Full-Time Unit (SJUASA FT Unit)

**October 17, 2024 – April 30, 2027**

An agreement was ratified between SJUASA's Full-Time Unit and the employer on October 17, 2024. The association made substantial gains in their priority areas.

## Salary increases

May 1, 2024 ↗ 4.7%

May 1, 2025 ↗ 3.6%

May 1, 2026 ↗ Automatic salary scale re-opener as per the Faculty Association of the University of Waterloo (FAUW) Memorandum of Agreement

- A one-time increase to base salary replaces the former Individual Internal Research Grant to reflect the University of Waterloo's Outstanding Performance Fund (OPF) available in previous years.
- A 10% increase to Progress Through the Ranks increments (PTR) is gained, in addition to annual PTR increases equal to scale. This is a significant new investment in salaries aiming to match the University of Waterloo's OPF. The total PTR increase is \$ 4,998.
- Librarian PTR increments are increased to match the increment value for regular faculty members. They were previously valued at 75% of the increment for regular faculty.

## Other economic benefits

### Professional development allowances

- Effective May 2023, the annual Professional Development Allowance increases to \$4,206 and will be increased annually by the Ontario Consumer Price Index increase.
- Unspent Professional Development Allowance funds may be carried over, up to 150% of the next year's allocation.

## Teaching Stream

- The former Definite Term and Continuing Lecturer categories of employment are converted to Teaching Stream ranks, to align with those at the University of Waterloo.
  - The Tenure Stream complement will be unaffected by the new Teaching Stream category. There is a fixed Tenure Stream to Teaching Stream ratio, and a minimum number of Tenure Stream faculty.
- Teaching Stream appointments now have ranks, qualifications, and starting salaries comparable to Tenure Stream faculty.
- Teaching Stream faculty normally teach six one-term courses over a three-term academic year.
- Teaching Stream faculty receive Earned Teaching Relief (ETR) which provides "course reductions to assist in reviewing and revising courses, improving pedagogy, keeping current with and making contributions to scholarship in their teaching field(s) and/or researching and contributing to the scholarship of teaching and learning."
  - ETR may be converted into sabbatical equivalents.
- Within three months of ratification, the employer must initiate normal collegial processes with the St. Jerome's University Senate Council to establish standards of permanency and promotion for the Teaching Stream.

## Conversion pathways

- There are new career pathways from Sessional to Definite Term appointments, and Definite Term to permanent Teaching Stream appointments.
- When there is an open position at a Teaching Stream rank (Definite Term or probationary leading to permanency), the Vice-President Academic and Dean (VPAD) will review the last two years of Sessional or Definite Term appointments in the area. If there is a suitable candidate, an appointment can be made without a search, subject to the agreement of the Department Chair and Academic Committee.

## Workload

- Chairs and program directors will receive one sabbatical credit (for Tenure Stream members) or eight Earned Teaching Relief (ETR) points (for Teaching Stream members), in addition to the existing course credit(s) provided.
- There are additional course releases (credits) for grant-based research (automatic, based on size and duration of grant, and role of the member) as well as for non-grant-based research (limited number, with internal application assessed by a faculty committee).
- There is a new course credit system to manage compensation for service and research. Course credits can be redeemed as course releases, stipends, or research/professional development grants, and can be accumulated and redeemed over time.
- Members may request a temporarily reduced workload of up to 50% (for a maximum of 36 months).
- Members within ten years of their intended retirement date may request a reduced workload of up to 50%.
- Members are entitled to teaching supports for:
  - any course in which enrolment exceeds 60 students

- at least one of two courses where the combined enrolment exceeds a total of 85 students
- Increased teaching support is guaranteed for any course in which enrolment exceeds 175 students.

## Association activities

- Where the university intends to respond to an emergency in a manner which would directly affect members' health, safety, working conditions, protections or benefits, a Joint Emergency Planning Committee must be struck to develop the response.
- The employer provides to the association two course credits per year of the agreement (up from one).

## Intellectual property

- It is agreed that, as a general principle, "materials created in the course of teaching and research activities are the intellectual property of their creator(s)".
  - Unless otherwise provided for in the collective agreement or in an agreement between a member and the employer, the employer has no claim to copyright in these materials.
- The employer may not use a member's intellectual property or provide a member's course outline to someone else to deliver substantially the same course, or to make derivative materials unless there is a signed agreement, or the use is required for "the emergency continuation or completion of a course" for which the member created the material.
- Subject to the collective agreement, members may enter into an Authorship Agreement for their intellectual property.
  - A member has the right to representation by the association in entering into an Authorship Agreement.

- Authorship Agreements must normally specify:
  - limits and conditions of use of copyright material
  - whether, and under what circumstances, the member assigns the right to rework, revise, or amend the copyright material
  - any waiver of moral rights, in whole or in part
  - what rights of use the member retains
  - the term of the licensing agreement
  - the conditions for renewal or termination
  - consideration to the member

## Academic Freedom

- Academic freedom now also includes the right to recommend library materials relevant to the pursuit of scholarship.
- Academic freedom for librarian members includes the rights to “display, or otherwise make library materials accessible to users and develop the library collection by selecting new library materials within the approved library budget”.

## Association of Professors of the University of Ottawa (APUO)

**May 1, 2024 – April 30, 2026**

Following a successful strike vote, strike preparations and a public campaign, a two-year agreement was reached in conciliation on January 17, 2025, and ratified on February 13, 2025.

## Salary increases

May 1, 2024 ↗ 2.5%

May 1, 2025 ↗ 2.5%

- Progress Through the Ranks (PTR) increment amounts will be adjusted by the 2.5% scale increase.
- A joint committee is tasked with recommending a “new PTR” table for Librarians, i.e. a new increment system, similar in function to the “new PTR” increment formula already implemented for Faculty Members.
  - Based on the work done historically with faculty members, the committee will ensure that the new recommended increment structure is similar in function to the faculty members’ “new PTR”, does not negatively impact career pensionable earnings, and includes an effective date for any recommended implementation of the new increment system.

## Benefits

- Vision is now covered at \$475 per 24 months, up from \$250.
- The maximum amount for one eye exam per 24 months is now \$110, up from \$80.
- Psychologist, clinical counselor, social worker, marriage/family therapist, psychoanalyst and psychotherapist treatments are now reimbursed at 80% (up from 50%) up to \$3,000 per calendar year, combined for all practitioners.
- New coverage is added for acupuncturist, audiologist and occupational therapist treatments, with an annual maximum of \$400 for each of these practitioners.

## Professional Development

- Effective January 1, 2025, members’ Professional Expenses Reimbursement (PER) funds will increase from \$2,200 to \$2,600.

## Complement

- Complement protection language that was previously only in a Letter of Understanding is now formally incorporated into the collective agreement.

## Teaching Load

- The baseline teaching load is reduced to four three-credit courses per year in those faculties where the baseline was at five courses per year: the faculties of Arts, Education, and the Telfer School of Management (Business).
  - This new reduced load will be implemented by April 30, 2026.
- The Faculty of Arts will reduce the normal teaching load of language teachers from seven to six three-credit courses by April 30, 2026.

## General Workload

- Librarians' professional activities now include administrative activities.
- A joint working group is tasked with examining and making recommendations on members' teaching assistant needs, considering the following factors: pedagogical diversity and soundness; health and safety or accreditation elements; fairness of workload distribution; and particular needs of large groups, of first-and second-year courses, and of courses that require small group interactions.
- A joint working group will examine and make concrete recommendations on members' administrative support needs, no later than two years after its first meeting. The working group will:
  - confidentially consult the membership about issues relating to administrative support
  - confidentially consult with administrative staff and/or their managers about problems or issues relating to providing administrative support to the association membership

- survey the different ways administrative support is provided in each faculty of the University of Ottawa and in the faculties of U15 universities
- gather appropriate academic studies
- research administrative support best practices
- identify how to best enable administrative and training support across academic units and Faculties and prioritize the types required

## Professional Leave

- Continuing Special Appointment Professors (CSAP) can apply for a four-month professional leave every four years, up from every five years.

## Conversion

- A Letter of Understanding states that Replacement Professors with at least seven consecutive years at the University of Ottawa shall be able to request a conversion to a Continuing Special Appointment Professors (CSAP) position.

# Ontario College of Art and Design Faculty Association (OCADFA)

**July 1, 2023, to June 30, 2026**

OCADFA does not have the right to strike and must often rely on interest arbitration to resolve bargaining impasses. After 17 bargaining dates over 1.5 years, the parties entered three days of mediation on November 7, 2024, and then mediation/arbitration on January 8, 2025. During the course of bargaining and mediation, OCADFA also engaged its members in a "Raise the Bar!" campaign. The following highlights are from the interest award by Arbitrator William Kaplan and will be reflected in OCADFA's Memorandum of Agreement.

## Salary increases

- July 1, 2023 ↗ 3.0%
- July 1, 2024 ↗ 3.0%
- July 1, 2025 ↗ 3.0%
- There is a one-time special adjustment of 1% effective January 1, 2025, for undergraduate research assistants, markers/graders, tutorial leaders, and graduate research assistants.
- Effective July 1, 2025, seven steps are removed from the bottom of the scales for permanent and probationary technicians and academic counsellors and for contract technicians & academic counsellors, and three steps are added to the top of both scales with a step/increment value of \$1,621.
- Effective July 1, 2025, there is a mechanism to move from the lowest step on the sessional grid to the third step. For sessional not at the ceiling, progress on the pay scale shall represent: one step upon nine cumulative 0.5 credits taught, and one additional step upon 15 cumulative 0.5 credits taught.

## Benefits

- As of April 1, 2025, the following benefits will be increased to the same level available to members enrolled in the management and OPSEU group insurance plans, but in no case will benefit levels be less favourable than currently exist under the OCADFA benefit plan:
  - Vision
  - Paramedical
  - Dental
  - Basic life insurance
  - Accidental death and dismemberment insurance

- There is an agreement to explore moving from a defined contribution pension plan to the Ontario-wide University Pension Plan (UPP).

## Tuition waiver

- A new Letter of Understanding provides a tuition waiver for eligible university faculty and permanent academic staff members, their spouses and their dependents (including children up to age 25) for degree credit courses offered by OCAD University at the domestic tuition rates.

## Professional Development

- Effective July 1, 2025, each continuing, probationary and tenured faculty member is entitled to be reimbursed for up to \$1,400 of receipted professional development expenditures for the year. This amount will be pro-rated for continuing, probationary and tenured faculty members who are not full-time.

## Sabbatical

- A tenured faculty member's first sabbatical is now at 90% salary, up from 80%, but subsequent sabbatical salaries are still calculated based on 80% of the faculty salary for the academic year in which the sabbatical is taken.
- If sabbatical is not granted, the Vice-President, Academic & Provost will notify the faculty member, with a copy to the association, of their decision in writing, along with the reason(s) the sabbatical is being denied or deferred.
- There is improved language for sabbatical applications found meritorious but not accommodated.
- It is only in exceptional academic circumstances that a program may not be able to accommodate all approved sabbatical leave requests in a given year, and in such cases the Dean, Program Chair and the member(s) whose leaves were approved will attempt to work out a schedule acceptable to all. Where agreement cannot be reached, the sabbatical leaves will be arranged with regards to years

of service, previous access to sabbatical leave, and the operational needs of the program area(s).

- Stronger language guarantees that members who have their sabbatical postponed have priority in the next period for half-year or full-year leave.

## **Program Chairs and Graduate Program Directors Stipends**

- Existing practices were codified in the Memorandum of Understanding to facilitate negotiating improvements in future.
- For programs with 100 or fewer students, Graduate Program Directors will receive the following in addition to regular salary:
  - \$4,000 minimum annual stipend
  - an administrative release from a minimum of two 0.5 credit undergraduate and/or graduate courses per academic year
  - an allowance of \$2,000 to support professional development, travel or research in addition to established professional development
  - an additional administrative release of one 0.5 credit undergraduate and/or graduate course per each three-year term in an Academic Administrative Appointment, to be used in the academic year following the appointment
- For programs with more than 100 students, Graduate Program Directors will receive the following in addition to regular salary:
  - \$5,500 minimum annual stipend
  - an administrative release from a minimum of two 0.5 credit undergraduate and/or graduate courses per academic year
  - an allowance of \$2,000 to support professional development, travel or research in addition to established professional development

- an additional administrative release of one 0.5 credit undergraduate and/or graduate course per each three-year term, to be used in the academic year following the appointment
- For programs with 500 or fewer students, Chairs will receive the following in addition to regular salary:
  - \$8,000 minimum annual stipend
  - an administrative release from a minimum of two 0.5 credit undergraduate and/or graduate courses per academic year
  - an annual stipend of \$1,000 to support professional development (in addition to established professional development)
  - an additional administrative release of one 0.5 credit undergraduate and/or graduate course per each three-year term, to be used in the academic year following the appointment
- For programs with more than 500 students Chairs will receive the following in addition to regular salary:
  - \$10,000 minimum annual stipend
  - an administrative release from a minimum of three 0.5 credit undergraduate and/or graduate courses per academic year
  - an annual stipend of \$1,000 to support professional development (in addition to established professional development)
  - an additional administrative release of one 0.5 credit undergraduate and/or graduate course per each three-year term, to be used in the academic year following the appointment

## Workload

### Teaching Stream Appointments

- Effective July 1, 2025, the “Course load” (averaged over the academic year) required per term is normally nine student contact hours per week for all Teaching Stream appointments (down from 10.5 student contact hours per week for Teaching Stream Studio appointments). In practice this means that Teaching Stream members will teach six courses a year, whereas previously most taught seven.

### Graduate Student Supervision

- There are several changes to graduate student supervision for non-sessional members (which do not apply to those sessionals appointed to graduate supervision as an additional duty).
  - Members can be assigned up to one graduate student each per academic year to meet basic expectations of teaching duties. The member will be consulted on the assignment.
  - Members supervising three or more graduate students per academic year receive supervision credits per student above two students, at the rate of three credits for primary supervision, two credits for major research papers, and one credit for secondary supervision.
  - Members may use 15 accumulated graduate supervision credits towards one 0.5 credit course release per academic year (not retroactive).
  - A satisfactory record of overall contribution to graduate student supervision will be a factor in performance reviews, the awarding of merit, tenure and/or promotion, and sabbaticals.
  - A joint review of these provisions will take place prior to the start of the 2026-2027 academic year to ensure that progressive steps towards an equitable division of graduate supervision workload have been achieved.

## Equity, Diversity and Inclusion

- A new Letter of Understanding sets up a jointly administered Student Evaluations Committee to recommend, within one year of ratification, effective and equitable ways to capture the student experience. The Administration will appoint up to three representatives, OCADFA will appoint up to three members and the student union may appoint a student representative.

## Indigenization

- A member who identifies as Indigenous can bring an Indigenous Elder/Traditional Knowledge Keeper to any grievance meeting, and to any meeting where a member is a complainant or respondent under the university's Respectful Work and Learning Environment Policy.
- The Indigenous Elder/Traditional Knowledge Keeper acts as an advisor and/or support person to the member, and the employer bears the costs of attendance.
- The parties will identify two Indigenous arbitrators to be added to the Panel of Arbitrators in the collective agreement.
- A resourced working group, with the ability to retain experts, is formed to review and report on the steps taken by OCAD to achieve Indigenization goals, including recruitment, retention, recognition of unique burden, promotion, research and community relations, how best to acknowledge the National Day for Truth and Reconciliation, and any other pertinent issue(s) as identified by the working group
  - In recognition of the unique service burden placed on members in this working group, each will be considered to have fully met their service requirement for the academic year. There is a removal of student evaluations from career decisions pending the outcome of the Indigenization working group.

## Sessionals

- Sessionals are now eligible to apply for the Right of Reappointment for a course after having taught that course a minimum of three times (instead of a minimum of four times) and after having been assigned the course for a fourth time over a period of the past 15 terms.
- Sessionals with or without the Right of Reappointment no longer need to indicate their interest in reappointment to be recommended for reappointment.
- In the event that a sessional appointment is cancelled less than four weeks prior to the scheduled first day of class, the instructor will receive a payment of two week's salary for fall/winter courses (pro-rated accordingly for summer) in order to compensate for preparation time.
- Student evaluations are removed from evaluation of sessional teaching.
- Effective January 1, 2025, paid individualized instructional duties are added as possible teaching duties for sessionals (with no research or service requirements):
  - Sessional faculty may be appointed additional individual instruction, including self-directed study, independent study, field placement, and supervision of graduate students, through mutual agreement.
  - Hiring of sessional faculty members for individual instruction is by appointment only, does not follow the regular hiring process, does not confer a Right of Reappointment, and does not count towards the hiring cap on sessionals.
  - Sessionals appointed to individualized instruction will receive a stipend of 15% of their regular sessional rate per course.
- Effective January 1, 2025, sessionals are compensated for certain non-teaching academic tasks:
  - Where sessionals are assigned tasks by the Dean unrelated to individual course appointments, the tasks will be defined in terms of the number of

hours they are expected to require, and if accepted will be compensated at an hourly rate of \$63.81.

- This may include serving on committees, the Joint Health and Safety Committee, or other tasks as approved by the Dean or designate.
- Effective January 1, 2025, sessionals are compensated for certain tasks required after their appointment ends:
  - Compensation for required tasks after an appointment ends will be compensated at an hourly rate of \$63.81.
  - Required tasks may include student accommodation, participation in student appeals, or other tasks as approved by the Dean (or designate).
  - There will be mutual agreement on the number of hours needed to fulfill the task.

## Internal candidates

- Qualified internal applicants for Teaching-Stream faculty positions and Contractually Limited Term Appointments (CLTA) must be reviewed by the hiring committee.
- Successful Sessional applicants holding the Right of Reappointment retain that right upon the conclusion of their contractually limited term appointment.

## Technicians

- If there is mutual agreement, technician responsibilities may now also include maintaining an active art and/or design practice, in consultation with studio management regarding the operational needs of the studio.
- Current permanent IT technicians will meet with the Director, Academic Computing & Innovation to agree upon a mutually acceptable job title that is reflective of their duties and responsibilities.

## Continuing Faculty

- Upon the expiry of their current contract, all current Continuing Faculty shall be offered a contract renewal without an end-date.
- All current Continuing Faculty will be subjected to a performance review prior to the offer of a contract with no end date.

## Teaching/Research Assistant – Contract Appointment

- Graduate student employees working as Teaching Assistants (TAs) and Research Assistants (RAs) are members of the OCADFA bargaining unit.
- Current graduate students at the university will be given priority consideration for all TA/RA positions, with highest priority given to those not currently holding any other TA/RA positions at the university.

## University of Manitoba Faculty Association (UMFA)

**April 01, 2024 – April 01, 2027**

A deal was reached at the bargaining deadline (just prior to a strike deadline) and was ratified on March 13, 2025. This round included prolonged negotiations over a protocol on open bargaining to allow up to 45 UMFA members to attend each bargaining session, and a new legislative requirement to negotiate an Essential Services Agreement with the employer.

## Salary increases

April 01, 2024 ↗ 2.5%

April 01, 2025 ↗ 2.75%

April 01, 2026 ↗ 3.0%

April 01, 2027 ↗ 3.0%

- Effective April 1, 2024, every member receives a lump sum special adjustment increase to base salary of \$3,500.

## Salary scale

- Effective April 1, 2024, an increase to the salary maxima of 2.5% plus:
  - \$12,000 salary maxima increase for full Professors
  - \$4,250 salary maxima increase for Associate Professors and Senior Instructors
  - \$2,750 salary maxima increase for Assistant Professors, Lecturers, Instructor I, Instructor II, General Librarians, Assistant Librarians, Associate Librarians, and Librarians
- Effective April 1, 2025, the salary maxima for all ranks will increase by 2.75%.
- Effective April 1, 2026, the salary maxima for all ranks will increase by 3%.
- Effective April 1, 2027, the salary maxima for all ranks will increase by 3%, and then by a further 10%.
- Salary increments for year one are calculated by first determining the new floor by dividing the new maxima by 1.4 and then creating 10 steps between the new floors and the maxima.
- Salary floors and salary increments for subsequent years are increased by the general salary increase percentage.

## Stipends

- Administrative stipends are increased by 7.5% in 2024, 7.75% in 2025, 3% in 2026, and 3% in 2027.

- There are significant increases in teaching stipends for summer session and off-campus credit courses from the 2023 rate of \$9,408: to \$12,993.30 for 2024 and \$14,006.58 for 2025. By 2027, the rate will be \$14,859.58.

## Benefits

- The Healthcare spending account remains at \$865 throughout the agreement.
- An additional \$100,000 will be added to the University of Manitoba Employees Scholarship on April 1 in 2025, 2026, and 2027.
- The Parking Rates, the Travel and Expense Fund, and the Northern Allowance are all increased by the same general salary increase percentages (2.5%, 2.75%, 3%, 3%).
- The Travel and Expense Fund carry-over period is increased from two to three years, and can now be used for:
  - Travel expenses for an undergraduate or graduate student under member supervision to attend meetings of academic or professional groups, or to supporting research and scholarly work
  - Purchase of services to be used by a graduate student or undergraduate student under member supervision in support of academic duties, or in support of research and scholarly work
  - Childcare-related and dependent-care-related expenses incurred during travel to attend meetings of academic and professional groups, or to pursue research and scholarly work
- The Anomalies Fund is increased from \$100,000 to \$150,000.
- The employer will provide each member with a computer upon their first appointment and provide the opportunity to request specific computer equipment to meet the needs of their teaching, research, and service duties.

## Research/Study Leave (Sabbatical)

- As of July 1, 2026, there is a new additional option to take a 12-month leave at 100% salary. Applications for Research/Study leaves may be made in anticipation of accumulation of the required credits for the leave.
- Members who receive a research-grant based teaching release and who are on a six-month Research/Study leave in the same academic year will not have their teaching release reduced or prorated when applied to their teaching load for that academic year.

## Leaves

- Members can take up to 28 weeks of Compassionate Care leave of absence without pay to provide care or support to a family member who is gravely ill with a significant risk of death.
- Service in an administrative position excluded from the bargaining unit immediately prior to service as an academic administrator within the bargaining unit will be recognized as part of the “continuous years of service” requirements.
- Retiring members will be granted an automatic waiver of the obligation to return from a research/study or administrative leave (and of any requirement to reimburse the university for remuneration received while on leave) should the member be at least 55 years old and have completed at least five years of service to the university.

## Administrative support

- In preparing the annual budget for their unit, Deans and the University Librarian must seek the feedback of members in their unit about the reasonable amount of support staff required for the coming academic year.

## Release time for external service

- Release time can be negotiated if a member becomes an officer of the Canadian Association of University Teachers (CAUT), the CAUT Defence Fund, or the Manitoba Organization of Faculty Associations (MOFA).

## Term Appointment Conversions

- Effective April 1, 2027, members in the Instructor and Librarian ranks who are on full-time contiguous term appointments for six years and who have performed satisfactorily in that time, will have their subsequent appointment be converted into a continuing position. Service to date will be counted toward the six-year period.
- Effective April 1, 2026, instructors who are coaches of the university's sports teams will initially be appointed to one-year renewable term appointments for the first six years. After completion of six years of contiguous appointments, any subsequent appointments will be for three-year terms. Service to date will be counted toward the six-year period.

## Equity, Diversity and Inclusion

### New Hiring Practices

- Where two or more candidates are relatively equal and one or more candidates is from an underrepresented systemically disadvantaged and marginalized group (women, Indigenous Peoples, persons with disabilities, racialized persons), a candidate from an underrepresented systemically disadvantaged and marginalized group will be selected.
- There are new criteria on determining "underrepresentation" based on voluntary demographic data collection, and in some cases, use of census data.
- The administration will conduct an annual voluntary demographic data collection campaign targeted to members.

- Where the recommended candidate is not from an underrepresented systemically disadvantaged and marginalized group, and there are qualified candidates from one or more of those groups, the curriculum vitae of the recommended candidate and the best qualified candidate from such groups will be forwarded to the dean, along with the committee's recommendation. The basis for the committee's recommendation will be explained in detail.
- Summary of Applications forms will be updated to indicate whether applicants, interviewees, and appointees voluntarily identified as being from a specific systemically disadvantaged and marginalized group.

## **Equity Preferred and Equity Designated Positions**

- University administrators will provide academic staff members with a report detailing any applicable underrepresentation in the unit. Where data is insufficient to clearly discern whether a designated group is underrepresented in a unit, then the relevant group will be included as an underrepresented group. If an underrepresentation exists, academic staff can recommend that a search be conducted for an:
  - Equity Preferred Position where priority is given to hiring a candidate from a specific underrepresented systemically disadvantaged and marginalized group, or an
  - Equity Designated Position which is open to only those applicants from a specified underrepresented systemically disadvantaged and marginalized group or groups.
- Up to 20 Equity Preferred Positions may be hired each year and up to six Equity Designated Positions may be hired each year, with up to an additional four positions for Indigenous Peoples.
- Candidates for hiring, tenure, and promotion are to be assessed with a valuation and appropriate weighting of career path differences, including those associated with protected human rights-based characteristics, including but not limited to those caused by health, care, and family responsibilities and/or barriers that persons in systemically disadvantaged and marginalized groups may have encountered in their careers.

- Members from systemically disadvantaged and marginalized groups will not be penalized in any way for refusal to participate on committees beyond a normal service load. When they do assume increased service, the employer will implement a reasonable workload adjustment.
- Tenure and promotion committees are prohibited from requesting data from Student Reflections on Instruction (i.e. student evaluation) results in tenure and promotion applications.
- Reduced appointments will now be available for members who are on term or probationary appointments, for a maximum of two years.

## Childcare

- The administration commits \$1,000,000 to negotiate priority designated on-campus childcare spaces for children of UMFA Members. Should the university fail to come to terms with the Campus Day Care Centre that are acceptable to UMFA on or before March 31, 2028, or should the fund not be used in its entirety, any remaining portion of the fund will be transferred to UMFA to support childcare initiatives for UMFA Members.

## Technology in teaching

- Members may refuse any modality of Non-In-Person Course Instruction (defined as any manner of teaching not taught like an On-Campus Course, including but not limited to On-Line, Blended, and Dual Delivery Courses). Members will be advised by their Dean/University Librarian as to whether they would receive a teaching assistant and will be informed of the maximum course capacity before choosing whether to consent to teaching Non-In-Person Course Instruction. Withholding consent will not be held against members in any evaluation process.
- Technical support assistance, relevant training, and professional development will be available for members who develop and/or teach courses in modalities of Non-In-Person Course Instruction.

- Normally, invigilation for tests, mid-terms, and final exams will be in-person, but if the employer determines that an off-campus exam is needed, members will not be delegated the responsibility for finding an in-person invigilator. Any means of remote proctoring must be vetted for privacy or security considerations.
- The employer cannot access or make physical copies of a member's online teaching evaluation open-ended comments. Digital copies hosted by the University will be deleted after 12 months
- Outside of the collective agreement, the employer commits to advising all members what data is collected through UMLearn and its applications as well as how members can protect their privacy when using university-supported video conferencing tools.

## Intellectual Property

- Unless required by law, members do not have to permit recording or live streaming of lectures.
- When members provide evidence of copyright infringement of course materials to the Copyright Office, they will receive assistance, information and materials for the purpose of issuing demand letters and/or take down notices. The employer will provide an annual report to UMFA on statistics related to copyright infringement reported by members to the Copyright Office.
- The employer commits to reviewing and revising the Student Discipline Bylaw and the associated Student Non-Academic Misconduct and Concerning Behaviour Procedure to explicitly list unauthorized file sharing and recording of course material as an enumerated offense. The employer will communicate to all students the prohibitions on unauthorized file sharing and recording.

## Tenure and Promotion

- Members may include the results of Student Reflections on Instruction (student evaluations) in tenure and promotion applications, but this is now entirely optional, and committees are prohibited from requesting them. No negative

inference will be drawn if these results are not included, though members remain responsible for satisfying the criteria for tenure and promotion established by their unit.

- A member is to be given the opportunity to speak to the tenure and promotion committee regarding areas requiring clarification, and to provide a written response.
- There is confirmation that normal tenure committee procedures apply to early tenure applications, and the deadline for early tenure application withdrawal is extended.
- Following normal discussions regarding promotion between a member and their department head (at either's initiation), promotion applications are initiated by the member.
- The creation of appeal panels is streamlined by allowing the promotion appeal selection committee to choose members to constitute an appeal panel rather than maintaining a roster.

## Discipline

- Only a Dean or University Librarian may reprimand a member, and only the President may suspend a member with or without pay or recommend their dismissal to the Board of Governors.
- When a recommendation for dismissal is made to the Board, the member has the right to have an UMFA representative present their case to the Board prior to the Board deciding on the President's recommendation.
- A member is to be provided written notice of any interim measures imposed on them, with a copy to UMFA within 72 hours (unless the member does not want UMFA to receive one).
- Interim measures can be grieved at stage 3 of the grievance process.