



The Joint Administration/Faculty Association  
Committee to consider University Financial  
Matters and to discuss and negotiate matters  
related to Terms and Conditions of Employment  
of Faculty

1280 Main Street  
West Hamilton  
Ontario L8S 4K1

## TERMS OF REFERENCE

### COMPOSITION

1. Three members of faculty appointed by Association and three members of the Administration appointed by the President of the University shall take office on July 1st for a minimum term of one year.
2. The Chairmanship shall alternate annually between the Association's membership and that of the Administration. The Chairman shall have a vote on all questions on which a vote is taken.
3. A secretary to the Committee shall be appointed each year by the Chairman of the Committee.
4. Consultants and observers may be added at the discretion of the Committee.
3. To negotiate faculty remuneration (salaries and benefits) for the following year.
4. To make recommendations on faculty remuneration (salaries and benefits) for the following year to the President and to the Association's membership.
5. To report to the President's Budget Committee the agreed faculty remuneration (salaries and benefits) for the following year or, in the event of disagreement, the final positions of the Association and Administration representatives.

### PURPOSES AND TERMS OF REFERENCE

- A. To provide a forum wherein the Administration and the Association discuss issues and concerns confronting the University; both sides agree to present full information bearing on those issues and concerns and to respond to all questions and enquiries. All information laid before the Committee shall be communicable by its members except where Committee specifies confidentiality within the Committee. From time to time the Committee will make statements to the community at large on matters under discussion.
- B. To consider and discuss each year any issues relating to the terms and conditions of employment of faculty; University policies on such matters as research and other leave, teaching and work loads, financial exigency, etc., may be brought to the Committee for discussion and/or approval;
- C. To provide a forum for negotiating and determining faculty remuneration (salary and benefits); in this matter only, the following specific terms of reference shall apply:
  1. To establish and review annually a panel of at least two selection officers mutually agreeable to the Administration and to the Association Executive.
  2. To receive each year, from the President's Budget Committee, prior to and during the preparation of the operating budget, full information on the factors and policy assumptions therein, and to receive from the administration full and timely information on the costs of existing and proposed benefits, in order to determine faculty remuneration (salaries and benefits).

### PROCEDURE FOR DETERMINING FACULTY REMUNERATION (SALARIES AND BENEFITS)

#### PHASE 1. AGREEMENT IN COMMITTEE

Prior to November 1st each year, the Committee shall establish the panel of Selection Officers. Should the Committee be unable to agree on the membership of the panel by November 1st, the Chairman of the Board of Governors shall be so informed by the parties and requested to appoint a three-person committee, composed of one representative from each of the Board of Governors, the Faculty Association and the Administration, to determine the panel of Selection Officers by November 30.

By December 15th of each year, the University Administration and the Faculty Association will submit to the Committee written statements outlining amendments, additions and/or deletions which are being sought for the ensuing year in salary and benefit programmes for faculty members.

The Committee there upon shall make every reasonable effort to reach agreement on these items before the following February 1st. It may call upon the President of the University for assistance in reaching agreement.

If the Committee reaches agreement, it shall issue a report to all members of faculty who participate in the Career Progress/Merit Scheme in which the background to the agreement will be fully developed. The Committee shall arrange for there to be held a meeting of all faculty at which the agreement will be discussed.

The Faculty Association shall then seek ratification of the agreement by way of an electronic ballot sent only to those members of the Association who participate in the Career Progress/Merit Scheme. The Association's auditor shall act as Returning Officer and shall report the result of the vote to the Association membership and to the Joint Committee.

If the agreement is approved by a majority of the faculty voting, its terms shall be binding upon the Administration and upon the Faculty Association and shall be incorporated in the President's Budget Committee's final budget proposals for the following year.

If the Committee fails to reach agreement on any items before the February 1st deadline, then the Committee shall report by email to all members of faculty who participate in the Career Progress/Merit Scheme, the positions taken in the Committee, including fully developed background information. The President of the University shall have the opportunity to comment upon the positions taken in the Committee. The Committee may choose to call a meeting of all faculty to explain the reasons for the lack of an agreement.

**PHASE 2. NEGOTIATION PROCEDURES BETWEEN ADMINISTRATION AND ASSOCIATION**

If agreement is not reached in the Committee by February 1, or if a majority of faculty voting does not ratify the agreement reached in the Joint Committee, then:

- a. The Administration and the Faculty Association shall each appoint a team of three negotiators, who may be their respective representatives on the Joint Committee.
- b. The Administration and the Faculty Association shall each submit to the other a written statement of their positions on the unresolved items.
- c. The Administration and the Faculty Association shall each negotiate in good faith in an attempt to reach an agreement.
- d. Each party may alter its written statement of position in attempts to reach an agreement. Any such agreement shall be subject to ratification using the process described in Phase 1. If the agreement is ratified, its terms shall be binding upon the Administration and upon the Faculty Association and shall be incorporated in the President's Budget Committee's final budget proposals for the following year.

**PHASE 3. FINAL OFFER SELECTION**

If no agreement in Committee has been reached by March 15, or if an agreement has been reached but has not been ratified by the end of March, then:

- a. Negotiations shall cease
- b. One Selection Officer shall be immediately chosen by lot from the panel to make a decision on the unresolved items.
- c. Within one week of the date a Selection Officer has been determined, the Administration and the Faculty Association shall submit to the Selection Officer written statements of their final positions on the unresolved items. The statements shall also list those items upon which agreement has been reached for the following year. The statements of final positions shall be exchanged by the parties and shall be public documents within the University, once they have been submitted to the Selection Officer.
- d. The Selection Officer may meet with the negotiating teams for the purpose of clarifying their submissions.
- e. Within three weeks of the submission of the final position statements to the Selection Officer, he or she shall select *in toto* one of the two final positions submitted to him or her and forthwith communicate his or her decision in writing to the President of the University and to the President of the Faculty Association. The decision of the Selection Officer shall be binding upon both the University and the Faculty Association.
- f. The Selection Officer shall, if requested by either party, provide written reasons for the selection which he or she has made.
- g. The expenses of the Selection Officer shall be borne equally by the University and the Association.

\*\*\*\*\*

If an existing policy regarding faculty remuneration (salaries and benefits) is the subject of negotiation, the then current policy shall remain in effect until agreement has been reached upon any changes therein, or until a settlement has been determined in accordance with the above procedures.

**FLOW CHART FOR PROCEDURES FOR DETERMINING FACULTY REMUNERATION**

**MAXIMUM TIMES**

**PHASE 1**

**December 15**

**Joint Committee**

|  
6 weeks

Agreement →

General Meeting →

Faculty Association Electronic Ballot Disagree

|

↙

|

No Agreement →

Email of Positions →

Possible General Meeting

|

↙

|

↙

**PHASE 2**

**February 1**

**Negotiating Committee**

|  
6 weeks

Agreement →

General Meeting →

Faculty Association Electronic Ballot Disagree

|

↙

|

↙

**PHASE 3**

**March 15**

**Negotiations Cease and Selection Officer Chosen**

|  
1 week

↓

Final Position of Parties

|  
3 weeks

↓

**Mid-April**

**Selection Officer's Decision**

↙

↓

↘

University President

Budget Committee

Faculty Association President