

BAD FAITH BARGAINING

After a mere two hours of bargaining preliminaries on the morning of May 28, the UGFA is dismayed to have been left with no choice but to file our first-ever Bad Faith Bargaining complaint with the Ontario Labour Relations Board, as recommended by our legal counsel.

During this first bargaining meeting, the Administration told us that they wish to bargain substantive changes to the modes of course delivery Letter of Understanding (LOU), including the imposition of the mode of delivery for various courses, extending beyond those in the veterinary program. The Administration’s opening words included a chapter, earnestly presented, on wanting to rebuild trust.

Directly following the bargaining meeting, we learned from the June 3 Senate package, released late on May 27, of a motion to approve definitions of modes of course delivery differing from those in the Collective Agreement. The initiative to institute these different definitions via Senate was led by a member of the Administration’s current bargaining team and their previous bargaining co-chair.

The motion to define the modes of course delivery in a Senate regulation constrains the current bargaining and confirms the lack of trust UGFA members have in the Administration. If approved, it would remove our ability to bargain these terms and conditions of employment. Given the Administration’s statements that they intend to bargain modes of delivery, we believe that their words and actions constitute bad faith bargaining. The Senate motion also opens the door for, and perhaps is the intentional first step in, later proposing that Senate approve attaching a mode of delivery to each course.

What Can Members Do?

To UGFA Senators:

- Please attend the UGFA Senate Caucus meeting we have scheduled on Monday, June 3 at noon.
- Whether or not you can attend the Caucus meeting,

Please speak against and vote against this extremely dangerous motion at Monday’s Senate meeting.

WE NEED A “NO” VOTE FROM EVERY UGFA SENATOR IN ORDER TO DEFEAT THIS MOTION.

To all UGFA Members:

- Please urge your Chair and your College Senators to speak against and vote against this motion.

First Joint Bargaining Committee Meeting

On May 28, your UGFA Bargaining Team met “at the table” for the first time with the Administration’s team. All of the UGFA’s preparatory work produced a very focused set of bargaining proposals. The UGFA opened 4 Articles, proposed 1 new Article, proposed minor changes to some LOUs, and suggested 4 new LOUs that mostly capture ongoing and agreed-upon practices. The Administration opened 14 Articles, proposed changes to 9 LOUs, and suggested 2 new LOUs unrelated to ongoing and agreed-upon practices.

The first meeting included an opportunity for each Party to contextualize this round of bargaining. We have attached the document that informed our oral presentation and that was provided to the Administration. In order to build positive momentum, the first bargaining meeting always involves exchanging proposals to renew or lightly modify some LOUs. After adjourning, the UGFA team discovered the issue in the Senate package. The definitions from our Collective Agreement and those from the Senate motion are appended to this newsletter.

For example, unlike the definitions in the Collective Agreement agreed to by the UGFA and the Administration in previous bargaining, the Senate motion’s definition of the Hyflex mode of delivery allows the number of online students in a course section to expand without limit. This change has direct implications for the mass instruction of domestic and international students online, and it would thereby erode the quality of education and impose online teaching on UGFA members.

Members should know that the definitions to which the Senate motion refers are identical to the language proposed by the Administration in bargaining in 2022. The Administration failed to secure these definitions then, instead agreeing to the language that currently appears in our Collective Agreement. The Senate motion constitutes a nefarious attempt by the Administration to bypass the bargaining process.

The language in our Collective Agreement allows for alternative modes of delivery while maximizing the protection of your Academic Freedom in deciding how you will deliver the course you request to teach in your requested mode. Our Collective Agreement also entrenches your right not to have an alternative mode of delivery imposed upon you.

In summary:

- The Administration’s team said that they want to rebuild trust.
- They chose not to mention a Senate motion that relates to a matter that was central to 2022’s round of bargaining, and about which they know UGFA members have great concern.
- The motion comes from two AVPAs:
 - Ben Bradshaw, a member of the Administration’s current and previous bargaining teams.
 - Byron Sheldrick, who was the Administration’s co-lead negotiator in 2022 and who agreed to the language in our Collective Agreement.
- **The motion seeks to remove UGFA’s ability to bargain these terms and conditions of our employment.**
- The motion lays the groundwork to attach modes of delivery to courses, with the end goal of imposing alternative modes of delivery on members.

Thank you for your support!

As always, please e-mail facassoc@uoguelph.ca if you have any questions.

UGFA Collective Agreement Language

Modes of course delivery are: in-person, blended, hyflex, online synchronous, and e-learning, below. For greater clarification, these modes of delivery are described as:

In Person

Instruction takes place in real time in a classroom or other physical location. Instructors and students are expected to attend in person. Assessment may take place in person or online (synchronously or asynchronously).

Blended

Instruction takes place through a combination of in-person and online teaching. The majority of the course will be taught by the instructor. Assessments may take place in person or online (synchronously or asynchronously).

Hyflex

Instruction takes place using both in-person and online components. Instructors teach in person, online synchronously, or through recordings and completing activities asynchronously. All students in the course attend in person and/or online; maximum registration will not exceed classroom capacity. Online assessment must be available to students, but in-person assessments can be offered simultaneously.

Online Synchronous

Instruction takes place through regularly scheduled, synchronous online teaching of students. Students are not required to attend in person for learning or assessment activities. Assessments may take place during synchronous meetings or asynchronously.

E-Learning (Online Asynchronous)

Instruction takes place fully online through the DE learning platform. Course content is delivered asynchronously online by the instructor with optional online synchronous components (e.g., orientation and welcome, office hours, peer learning communities, tutorials). Assessments are completed asynchronously. Students are not required to attend in person for learning or assessment activities. Meetings include lectures, labs, and tutorials.

For scheduling clarity, courses taught using

- (i) In-person, Hyflex and Online Synchronous modes of course delivery have all meetings scheduled;
- (ii) Blended teaching may have some lecture and lab meetings scheduled and others not;
- (iii) E-Learning teaching has no meetings scheduled.

Senate Motion Language Part 1

Modes of Course Delivery

Courses can be delivered in one of five ways.

In-Person Learning

Learners and instructors are expected to meet in real-time in the same physical location to facilitate instruction and learning. Technology may be used to facilitate, support, or enhance learning during in-person meetings, between in-person meetings, and for course assignments. Assessment may take place in person at a physical location or facilitated online (synchronously or asynchronously). In-person learning is the predominant mode of course delivery.

Blended Learning

Learners and instructors engage in both online learning and in-person learning. In-person and online components are intentionally integrated into a cohesive learning experience. In this delivery mode, in-person class time is reduced and replaced by online instruction, materials, activities, and interactions that create a cohesive learning experience. Courses may also be designed to include an intensive in-person component. The online component can be facilitated asynchronously or synchronously through digital/web-based technologies. Technology is used to supplement or build upon in-person components to facilitate and support learning and instruction. Assessments may take place in-person at a physical location or online (synchronously or asynchronously).

HyFlex Learning

HyFlex provides learners with an intentionally designed course allowing them to experience the course in (a) modality(ies) of their choosing. Instructors facilitate instruction and learning using both in-person and online components. Learners may choose to engage in-person or join online synchronously and may shift between modalities throughout the course in accordance with their individual needs and preferences. Learners are not required to come to a physical location for learning or assessment activities. Technology is used to facilitate, support, and enhance in-person instruction and to connect in-person learners with online learners. Assessments may take place in-person at a physical location or online (synchronously or asynchronously), but in-person assessment must not be required.

Online Synchronous Learning

Learners and instructors experience the course fully online and engage in real-time interaction and communication, during regularly scheduled class time. Asynchronous activities, interactions, and assessments may also be part of the course design. Course content is delivered synchronously online in this mode while allowing for optional and informal in-person components or in-person components that can be completed based on the learner's location and schedule. Assessments may take place during synchronous meetings or asynchronously. Learners are not required to come to a physical location for learning or assessment activities.

Online Asynchronous Learning

Learners and instructors experience the course fully online. Instructors use digital/web-based technologies to facilitate the curriculum, and learners move through the course content, activities, and assessments as their schedules permit, with milestones, benchmarks, or deadlines outlined by the instructor as appropriate. Course content is delivered asynchronously online in this mode, while allowing for optional online synchronous components (e.g., orientation and welcome, office hours, peer learning communities, tutorials) or in-person components that can be completed based on the learners' location and schedule. Assessments and activities are completed asynchronously or synchronously with advance notice as identified in the course outline. Learners are not required to come to a physical location for learning or assessment activities. Online asynchronous learning takes place through the University's learning management system following established course design and quality assurance processes.







Senate Motion Language Part 2

	In-Person Learning	Blended Learning	HyFlex Learning	Online Synchronous Learning	Online Asynchronous Learning
Brief Description	Real-time instruction and learning in the same physical location.	Learners and instructors engage in both online learning and in-person learning. In-person class time is reduced and replaced by online instruction in an intentionally integrated and cohesive learning experience.	Learners may choose to engage in-person or join online synchronously. Learners may shift between modalities throughout the course in accordance with their individual needs and preferences.	Learners and instructors experience the course fully online. Learners and instructors use digital/web-based technologies to engage in real-time interaction and communication, during regularly scheduled class time.	Learners and instructors experience the course fully online. Course content is delivered asynchronously.
Location	In-person	In-person and online	In-person and online (learners can choose and alternate)	Online	Online
Real-time (synchronous) instructional component	Yes (in-person)	Yes (in-person and/or online)	Yes (in-person or online)	Yes (online)	No
Technology and web use	Technology may be used to facilitate, support, and enhance learning or instruction.	Technology used to supplement and build upon in-person components to facilitate and support learning or instruction; online may replace a portion of in-person contact time.	Technology used to deliver all course components, content, activities, and assessments. Technology is used to facilitate, support, and enhance in-person instruction and to connect in-person learners with online learners for real-time interaction and communication.	Technology used for real-time interaction and communication, and to deliver all course components, content, activities, and assessments.	Technology used to deliver all course components, content, activities, and assessments.
Assessment location	In-person or online (synchronous or asynchronous)	In-person or online (synchronous or asynchronous)	In-person or online (synchronous or Asynchronous; in-person assessment will not be required)	Online during synchronous meetings or asynchronous	Online asynchronous or online synchronous as identified in course outline

2024 Collective Bargaining Context



UGFA members and their students define the reputation of the University.

Source	2024	2023
 15 Comprehensive Universities	<ul style="list-style-type: none"> • #4 Overall • #1 Total Research \$ 	<ul style="list-style-type: none"> • #5 Overall • #1 Total Research \$
 Top 50 Research Universities	<ul style="list-style-type: none"> • #18 Overall 	<ul style="list-style-type: none"> • #17 Overall
 Quacquarelli Symonds World University Rankings	<ul style="list-style-type: none"> • #1 in Canada & #8 in the world for Veterinary Science • #19 Overall in Canada • #486 Overall in the world 	#591-600 Overall in the world
	<ul style="list-style-type: none"> • #19 in Canada • #401-500 Overall • #126-150 in Life Sciences 	<ul style="list-style-type: none"> • #401-500 Overall • #126-150 in Life Sciences
	To come in June 2024	<ul style="list-style-type: none"> • #501-600 Overall • #14 in the world in Veterinary Sciences • #16 in the world in Agricultural Sciences
	To come in 2024	#3 in Canada in Life and Earth Sciences #13 in Canada in All Sciences; #357 in the world (2018-2021; scientific impact)

Other external rankings reflect similar strong outcomes.

Internally, we can refer to our last round of biennial Performance Assessments in 2018:

Overall Performance Rating				
O	VG	G	IR	U
283	355	103	9	1
37.7%	47.3%	13.7%	1.2%	0.1%
98.7%				
85%				



UGFA members are being broken.

Based on our member survey, and supported by many experiences, the toll on members is devastating:

- They have suffered a further morale decline.
- They are feeling burned out.
- They feel their mental health suffers due to work.
- They feel that the Administration does not share their values and priorities for the University.
- They struggle with work/life balance.
- Most faculty members feel that they cannot use their vacation without negative work repercussions.

The next and final item explains how we arrived at the heartbreaking and worrisome state reflected by the above list (and more).



The Administration's actions in the recent past.

Our members' recent experience with the Administration includes (as a short sample):

- The “program pauses” imposed by the Senior Administration.
 - Horribly damaged the reputation of the University.
 - Even light scrutiny shattered Administrative justifications.
 - Not at all consultative with members, the UGFA, or Senate.
 - Based on a single blunt and shallow instrument that the Administration defined.
 - Instituted the “pauses” *after* students had accepted offers of admission.
 - Initially justified through highly offensive and rather ignorant references to being “the next Laurentian.” (Members know what happened at Laurentian.)
- The “strategic transformation” that followed the “pauses”:
 - The \$35-40M budget, \$8M of which seemed to go to one-year buyouts for UGFA members.
 - Repeated expressions that decisions will be made by the Senior (Executive) Administration.
 - Repeated talk about closing programs, sometimes in veiled language.
- The repeated push for a deal with Navitas, despite strong and vocal opposition from the UGFA and its members, other employee group leaders, and student group leaders.
- Utter failure to meet the signed contractual commitment to grow the permanent UGFA member complement by 40 between January 2019 and December 2023. The delivered growth was less than a handful of members, and, to poke a thumb in the eye of members, the Administration secured 39 voluntary retirements by April 2024. The growth commitment was signed by President Yates. As the ancient proverb says, “The fish rots from the head.” – arbitration underway.
- A leading number of grievances, arbitrations, and investigations in the Ontario sector thanks to an aggressive Administration. Externally-hired Deans routinely say they don't know what the Collective Agreements says (on various matters at hand) but they know what it should say.
- Stuffing faculty member seats on committees with Senior Administrators – arbitration underway.

- Appeals from the Senior Administration to focus on a deficit in the “Operating Budget” while ignoring the other assets of the University. We endured the odd situation of the Senior Administration explaining publicly that a \$19M overall surplus has no bearing on a \$16M Operating deficit.
- A highly performative and stage-managed Senate, as reflected by UGFA members’ experiences and the comments in the yearly senator survey.
- Interference by the Administration and their agents in how faculty members teach their students.
- Continual downloading of administrative activities to members, including through more forms and bureaucratic systems.
- The frequent expressions of “thanks” and token statements about “wellness,” with no real, meaningful actions that reflect any actual care for the wellbeing of UGFA members.
- First-time ever use of an external lawyer on the Administration’s bargaining team, someone with no past experience with the UGFA and the University, except perhaps an old McMaster connection with President Yates. The Administration using an external lawyer has generated the perception in members that the Administration has a strongly adversarial mindset, and this lawyer’s reputation for past work elsewhere only makes the reaction more negative.

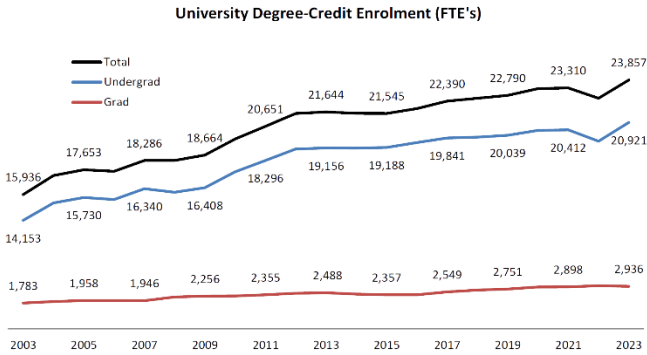
The graphic on the next page summarizes one aspect of the above list:

During the period that the Administration was contractually committed, by the signature of President Yates no less, to grow the (permanent) UGFA member complement by ~5%, the Administration

- **Grew** student numbers by ~5%
- **Grew** the Senior Administration by 14%
- **Grew** the Administrative Staff by 56%
- **Shrunk** the UGFA complement by more than 5%

The UGFA Bargaining Team approaches this round of bargaining with the clear and regrettable recognition that the Administration led by President Yates cannot be trusted to deliver on their commitments.

Students



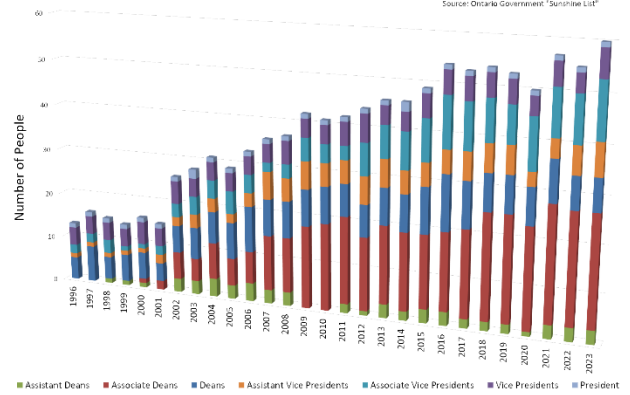
New record number of students in 2023.

From 2019-2024: Growth by ~ 5%

Budget 2024 Plan
"Opportunities for [more] domestic undergraduate growth."

Administration

Senior Administrative Growth at University of Guelph

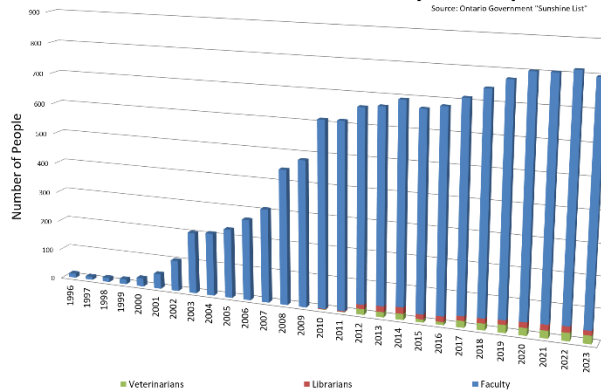


New record number of Senior Administrators in 2023.

From 2019-2024: Growth by ~ 14%

UGFA

UGFA Members at University of Guelph



Down 2% from 2022 to 2023. Down ~ 5% more in 2024 (39 voluntary retirements).

From 2019-2024: Decrease by ~ 5.5%

despite contractual commitment to grow ("permanent" membership) by ~ 5% signed by President Yates

and Administrative Staff:
Growth by 56%

**Unequal Growth
&
Failure to Honour Signed Commitments**