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**REMINDER....**

Please consider  
nominating one of  
your colleagues for  
the UGFA Council.  
We need your input  
if we are to succeed.  
Forms are available  
by calling ext. 52126

## PENSIONS, UGFA and YOU

As you know, the UGFA has been having informal dialogue with management on the Professional Pension Plan (“Plan”). To date, we have had three meetings. These were for continued dialogue on matters that will be of interest – and possibly concern – in future negotiations of the Collective Agreement. The reason for the dialogue is that when we are at the negotiating table, there is really not enough time to evaluate and discuss significant changes in pension matters, so we will talk now, and negotiate at the table. (Currently, we are still in the exploratory stage for information which has been provided on both pensions and benefits.) As these talks proceed, we will seek your input AND keep you up-to-date.

### PENSION PRIMER

**Q. Will my UofG “Plan” be my only source of income when I retire?**

**A.** Retirement Income may also be available from the Canada Pension Plan (CPP) and Old Age Security (based on individual eligibility).

**Q. What is “YMPE”?**

**A.** The Yearly Maximum Pensionable Earnings is set by the Federal Government and is the maximum of amount of earnings on which you will contribute to CPP.

**Q. Our “Plan” talks about “Best Average Earnings”. What is that?**

**A.** The Best Average Earnings is the annual average of your highest 36 months of earnings. This figure is used when calculating your pension. These are generally your last 36 months of earnings before retirement.

**Q. How do I calculate my pension?**

**A.** An online pension calculator is available on the UGFA website by simply going to: [www.caut.ca/ugfa/retirement/retirement\\_pay.html](http://www.caut.ca/ugfa/retirement/retirement_pay.html) . However, if you wish to do a manual calculation, the formula is:  
(Years of Credited Service) x (1.5% of your Best Average Earnings up to the average YMPE) + (2% of your Best Average Earnings above the average YMPE).

**Q. When is the latest I can retire?**

**A.** There is no mandatory retirement age, however, you must start to collect your pension in December of the year in which you turn 69.

**Q. What is “Income Splitting”?**

**A.** Individuals are allowed to allocate up to one-half of their income that qualifies for the existing pension income tax credit to their resident spouse (or common-law partner) for income tax purposes. The amount allocated is deducted in determining the net income of the person who actually received the pension income, and it is included in computing the net income of the spouse or common-law partner. Pension splitting affects the calculation of income and tax payable for both persons, so they must both agree to the allocation in their tax returns for the year in question. Further information is available on the UGFA website at [www.caut.ca/ugfa/retirement/retirement\\_incomesplitting.html](http://www.caut.ca/ugfa/retirement/retirement_incomesplitting.html).

## **CALL FOR NOMINATIONS Teaching and Academic Librarianship Awards**

In January we put forth the call for nominations for the UGFA Teaching and Academic Librarianship Awards. These awards are to recognize excellent teaching and academic librarianship in its broadest sense. There are seven (7) “Distinguished Professor” Awards, one for each college, and up to two (2) “Special Merit Awards” based upon innovation and one (1) award for Academic Librarianship. The closing date for Nomination is March 26, 2010.

## **CAUT OBJECTIONS TO THE GOOGLE BOOK SEARCH SETTLEMENT**

CAUT recently put forth Objections to the U.S. District Court re: Google Book Search Settlement, Authors Guild v. Google, Inc ([www.googlebooksettlement.com](http://www.googlebooksettlement.com)). Printed below is a brief synopsis of the objection.

“CAUT members are, above all, academics. CAUT counts among its members many tens of thousands of authors, authors who come from all provinces and territories of Canada. By definition, such Canadian authors are members of the class and bound by the Proposed Amended Settlement Agreement (PASA). The PASA – a private commercial documented negotiated between a commercial actor (Google) and American commercial writers’ and publishers’ representatives (the Authors Guild and the American Association of Publishers) – reflects the commercial interests of its negotiating parties.

These interests are commercial – not academic – and American – not Canadian.

CAUT advances five arguments in support of these objections:

1. The PASA puts the United States in violation of international intellectual property law and specifically in violation of trade agreements among Canada, the United States, and other parties as those agreements relate to copyright. The PASA wrongly singles out Canadians for inclusion amongst the Author sub-class.
2. The Canadian copyright regime is distinct from American copyright law in ways that will implicate Google and potentially the Book Registry in liability for copyright infringement in Canada, particularly with respect to Canada’s legislative provisions in respect of moral rights and its licensing scheme for unlocatable copyright owners (what Americans call “orphan works”), neither of which have correlatives in US law.

3. The PASA's inclusion of Canadians in the Author sub-class is wrong for a second reason, the PASA does not account for the reality of Québécois and Canadian French-language authors among the Author sub-class. Québec, unlike the other Provinces and Territories of Canada, is a civil law jurisdiction, and commercial dealings with copyrighted works reflect what we might call a civilian view of the author. The PASA has generated a great deal of discontent among French language authors and CAUT's Québec members.
4. The Authors Guild and the representative plaintiffs do not fairly and adequately represent the interests of Canadian academic authors in negotiating the PASA. Simply, many Canadian academics would not likely select a mechanism resembling that articulated in the PASA for distributing digital books. Academic authors in general place a higher premium on access than is reflected in the PASA.
5. The PASA includes minimal privacy protections. The PASA's inconsiderate treatment of privacy interests is inconsistent with Canadian academic values. More troublingly, the PASA's failure to require privacy guarantees puts the PASA at odds with Canadian privacy legislation and values more generally.

CAUT urges the Court to reject the Proposed Amended Settlement Agreement and to deny certification of the proposed class and sub-classes.”

For further information on this intervention, or other activities of CAUT, we would urge to you review [www.caut.ca](http://www.caut.ca) .

## Electronic Recording of Classes

We have a statement which we suggest Members place in their course outlines regarding the electronic recording of classes.

**“The electronic recording of classes is expressly forbidden without the prior consent of the instructor. This prohibition extends to all components of the course, including, but not limited to, lectures, seminars, and lab instruction, whether conducted by the instructor or a seminar leader or demonstrator, or other designated person. When recordings are permitted they are solely for the use of the authorized student and may not be reproduced, or transmitted to others, without the express written consent of the instructor.”**

## From Accommodation to Accessibility

In 2001, the *Ontarians with Disabilities Act (ODA)* was proclaimed, the Act obligated provincially based enterprises, including universities, to identify barriers to persons with disabilities and set out a plan to remove the barriers. It also obligated those same enterprises to make public reports about their progress in barrier removal. However, the *ODA* had no strategic approach to uniform systemic barrier removal; no minimum requirements were set out and no enforcement mechanism was created. Institutions operated inconsistently in their accessibility planning approaches. From the time of its approval, disability rights groups and their allies argued for stronger, enforceable measures to be made law.

### ***Collective Agreement Quick Facts***

*The Parties agree to establish a **Wage Equity Committee**. This Committee shall build on previous analysis and shall review salary patterns of Probationary, Tenure/Continuing Appointment Members to investigate differences in Member's salaries with respect to those in designated groups as identified by the Federal Contractors Program.*

In 2005, *the Accessibility for Ontarians with Disabilities Act (AODA)* was proclaimed in force. The AODA is far more detailed than its predecessor legislation in setting out the obligations that provincial enterprises must meet in order to achieve accessibility. It is hoped that by taking a more systemic approach to addressing disability the province can move some way from addressing concerns on an individual basis toward making services and facilities seamlessly accessible.

The goal of the AODA is an Ontario that is accessible by the year 2025. In furtherance of this goal, the government will pass into law five regulations or Standards. The first of those Standards is already law and it concerns the provision of accessible "Customer Service". In order to implement the organizational learning and orientation obligations that arise under the Standard, the Council of Ontario Universities formed a consortium to design an e-learning module.

That e-learning module has recently been delivered to universities throughout the province. In order to ensure a "fit" with our local culture, we at Guelph made amendments to the COU learning module. By the end of the first week of March 2010, the e-learning module will be brought online and all Faculty, Librarians and Veterinarians, in addition to all other employees (full-time and part-time) will be enrolled to take the course through Course Link. UGFA Members will be notified by their Chairs/Directors when the course becomes available.

The university is also creating support teams to provide continuing assistance to UGFA Members (and staff) in implementing the accessibility provisions. Further information about the support teams will be released shortly. Finally, the Human Rights and Equity Office has created a brochure that includes tips for providing services for people with disabilities. The brochure is currently being distributed electronically and in hard copy. It is also available through the university accessibility website <http://www.uoguelph.ca/accessibility/>.

## Two sides to every story

Internet/CALM

A farmer was suing the company that owned the truck that hit him when he was on his way to market.

In court, the company's lawyer questioned him "I understand that after the accident when asked how you were, you responded "I'm fine." Is that correct?"

The farmer said "Yes, but let me explain. I had my favourite cow, Bessie, in the trailer..."

The lawyer interrupted, "Your honour, I am trying to establish the fact that, at the scene of the accident, this man told the attending officer he was fine. Here he is, weeks after the accident, suing my client. I believe he is a fraud. Please ask him to simply answer the question."

But the judge said, "I'd like to hear about his cow, Bessie."

The farmer continued. "As I was saying, I had loaded Bessie into the trailer and was driving her down the road when this huge truck came through the stop sign and hit my truck and trailer on the right side. I was thrown into the ditch and Bessie was thrown across the road. I could hear old Bessie moaning and groaning, but I was in terrible pain, was hurt and couldn't move.

"After a little while, an officer showed up. He heard Bessie moaning and groaning and he went to see and saw what bad shape she was in. He took out his gun and shot her dead. Then with his gun still in his hand, he came across the road, looked at me, and said, "How are you doing?" The farmer took a pause to catch his breath..

"What would you have said?"