

Model Clause on Openness and Transparency

1 Purpose

The parties agree that openness and transparency are essential to encourage collegiality, equity and diversity, and academic freedom. In addition, openness fosters accountability and responsibility. Finally, it serves to safeguard fairness and due process by providing the parties with an opportunity to know and to respond fully to the evidence before a decision maker.

2 Open Process

The parties agree that the decision-making processes as well as financial deliberations of the employer shall be open. Without limiting the generality of the foregoing, openness and transparency shall extend to all matters before the board of governors and the senior academic body or the senate.

Open and transparent process includes but is not limited to the provision of:

- a) copies of the line budget and expenditure report;
- b) archival documents in accordance with the relevant legislation governing federal archives;
- c) the opportunity for timely participation by members and interested parties when the institution engages in major planning exercises;
- d) public access to debates and decisions including any documents upon which those decisions were based and any ensuing documents;
- e) all external contracts for donors, vendors and services.

2.1 Motion to Close

Open processes and public minutes may be closed in rare and exceptional circumstances. The parties agree that a motion to close a meeting shall require a two-thirds majority and be recorded in the minutes along with the reason(s) for the motion.

2.2 Notice Period

Open and transparent process requires that the employer provide at least two weeks' advance notice of all open meetings as well as access to the agenda of scheduled meetings.

2.3 Committees

The parties agree that an open and transparent process is equally applicable to the meetings of standing committees, sub-committees, ad hoc committees, commissions, working groups and task forces.

3 Information Disclosure

Effective collective bargaining and the proper administration of the collective agreement can only be realized if both Parties have access to necessary information. Both Parties agree to use professional discretion in dealing with this information.¹ This information will be provided in hard copy, and in electronic form.

To this end, the Employer undertakes to provide the Association with the following, at the times indicated:

a) On September 30th of each year, a list showing the name, rank, salaries, stipends and all other discretionary monies whether added to base salary or not, first day of hire, home address, home telephone number, date of birth, type of appointment, including the department, visible minority status, sex and gender in sexual orientation, disability and aboriginal status of each Member of the Bargaining Unit. For Members designated as 'On Leave', the list shall indicate the type of leave that the Member is on.

b) On September 30th of each year, the employer shall report on the application of appointment criteria and resulting grid placements for all new appointees.

c) On September 30th of each year a list of all Members of the Bargaining Unit on limited term appointments and the reasons for the appointment categorized according to the relevant terms in the Collective Agreement.

d) On September 30th of each year a list of all Contract Academic Staff regardless of association affiliation, including the names, department, visible minority status, sex and gender in sexual orientation, disability and aboriginal status.

e) On September 30th of each year a statement of the number of Members of the Bargaining Unit that did not expend all of the professional allowance available to them and the total amount of funds left unexpended for each Member as of the end of the previous fiscal year.

f) A copy of the employer's annual audited financial statements and supporting schedules, following approval of these by the Employer.

g) Employment Equity data for those applying for each advertised position in the Bargaining Unit, and highest degree and years of experience for each applicant chosen for the interview list. Such information will be forwarded to the Association by September 30 of each year.

h) Copies of advertisements for positions in the Bargaining Unit shall be sent to the Association as soon as they have been approved.

i) Copies of any mailings forwarded by the Employer to Members shall be sent to the Association at the same time as the general mailing.

j) At the same time as Members in the Bargaining Unit are informed of the employer's decision(s) with respect to promotion, tenure, continuing status and/or renewal, the names of Members who were considered for renewal of probationary appointment, tenure, continuing status and/or promotion, the decision of the appropriate Personnel Committee for each Member, and the Employer's decision for each Member.

jk) At the same time as Members in the Bargaining Unit are informed of the employer's decision(s), the letters with respect to Sabbatical or Study Leave and any other kinds of leave of one week or longer; and by XX of each year, the total salary figure expended for full-time term appointments made to replace Members who were on Leave during that academic year.

kl) At the time of release, copies of formal, public, institutional or other public representations, and amendments to previous submissions submitted in response to requests from the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of Members; and

lm) Copies of the pension and group insurance policies, and measurement surveys supplied to the Pensions Committee and any institution committee established to deal with the Association's benefits.

3.1 Support Staff and Administrator Salary Data

The parties agree that the salary data are open and shall be available to the institutional budget committee and the faculty association on an annual basis. Such data include but are not limited to:

- a) the itemized total compensation including salaries, stipends, pension plans, benefits and perquisites of administrators excluded from the bargaining unit;
- b) the salaries of all support staff reported annually by rank or grid including at least the average, median and 10th and 90th percentile of salaries as well as the number of personnel for each rank or grid.

3.2

The Association agrees to provide the Employer with an up-to-date list of the Executive and other Association representatives;

3.3 Collective Agreements

All collective agreements are public documents and shall be available from the administration.

3.4

The employer shall assume the costs associated with ensuring that all documents, both electronic and paper copies are available.

3.5

One (1) individual shall be chosen by each Party to coordinate the exchange of information and to act as liaison between the two Parties.

3.6

Nothing in this Article is meant to preclude either side of this Agreement from making reasonable requests for additional information from time to time. Such requests shall not be unreasonably denied.

**Approved by the CAUT Council, November 2013;
Draft revision approved by the CAUT Collective Bargaining and Economic Benefits
Committee; August 2018;
Revision approved by the CAUT Executive Committee; September 2018.**

Endnotes

1. Professional Discretion in the Labour Relations context refers to the principle that the Union or Employer can exercise judgement as to whether to show individuals sensitive information. Two examples: (i) the Union Executive may choose to share sensitive information with a trusted advisor at the CAUT and ask for advice; (ii) the Union Executive may choose to share certain information such as Member salaries with the Negotiating Team but not with the general membership etc.