

AUFA Communicator

Upcoming

AUFA is hosting a series of mini-workshops Friday, November 5th, 11:30–1:30, Atlantic Theatre Festival Lobby. For further information, contact Jane Longley at jane.longley@acadiau.ca or 585-1422.

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The AUFA President Communicates

Writing for the Communicator was not a task I considered when asked to stand for the position of President of the Acadia University Faculty Association. One doesn't think in terms of tasks when considering a leadership position but rather in terms of possibilities. A faculty association such as ours should be able to create a feeling of confidence and security for its members. It should enable us to speak and act courageously, to argue strenuously, to find reason and fairness in the way we are treated and in the way we treat each other. It should enable us to focus on scholarship by ensuring easy ways to solve problems and clear processes to address difficult situations.

It's been a whirlwind initiation and only in the last few weeks have I tried to spend more time thinking about what we might achieve as an organization. The summer was consumed by negotiating our 13th Collective Agreement. Our team was superb and their work was well supported in our August 12th vote. Despite the celebration of our team's work, the agreement itself is difficult to celebrate. We made important gains in our pursuit of equity, in bet-

ter working conditions for part-time faculty, in an improved dental plan and in many other articles. But we will soon be a smaller group. Retiring members will not be replaced during the life of this agreement. The agreement acknowledges the university's tenuous financial position; we are paying for a problem we did not create, but we also have become an essential part of the solution.

The O'Neill report to the Premier on the University System in Nova Scotia was released in September. We discussed it briefly at our September AUFA meeting and our representative to the Association of Nova Scotia University Teachers (ANSUT) participated in discussions which led to ANSUT's response to the report. I have pondered how our Association should proceed with further debate and comment.

Acadia, and hence our members, has not been well served by the University Funding Distribution Formula. O'Neill's tenth recommendation suggests that the enrolment baseline and the proportion of the formula driven by changes in enrolment levels be renegotiated. Faculty Associations

In this issue:

The AUFA President Communicates	1
The 13th Collective Agreement—A Summary View	2
CAUT Contract Academic Staff Meeting	4
Flying Picket Wanted: NOSM in Sudbury	6
Welcome New Members	7
Dates to Remember	8
Top Ten List for Acadia University Club News!	9
Editorial Policy	11

The AUFA President Communicates (cont'd)

rarely respond to reports such as the O'Neill report with the kind of institutional focus required to serve Acadia in this negotiation. A more common path for us to take would be to object to the deregulation of tuition fees, the hint of privatized facilities and the light focus on the benefits to society of a university education found in the report. What is the piece of this puzzle that belongs exclusively to our Association?

Despite my confused thinking on the O'Neill report, much is crystal clear. It is our job to interpret and enforce the clauses in the Collective Agreement. It is our job to respond to problems encountered by our members and to assist in finding solutions. It is our responsibility to support faculty careers, to inform, advise and assist wherever possible. It is our job to be proactive, to prevent problems from affecting our members. The terrific executive and committee members working for AUFA this year make me believe that the possibilities I see for our Association are actually quite realistic goals. I am looking forward to an exciting and rewarding year for all of us.

Wendy Bedingfield, AUFA President

*The 13th Collective Agreement – A Summary View**

The most important feature of our new 13th Collective Agreement is not what is new, but what remains unchanged from our 1st Collective Agreement: the strongest protection in the country against lay-offs in Article 20. This clause remains unchallenged by any financial exigency clause that might be used to override that protection. There is also new language in Article 32 guaranteeing that no policy can be introduced, implemented or enforced by the Board that would violate the terms of the Collective Agreement.

The greatest gain in terms of the long-term initiatives of the AUFA has been in equity (Article 3) and pay equity (Article 39). The following (from 3.20), which goes beyond the norm of federal language, places Acadia at the forefront of equity language in Canadian collective agreements:

The Parties agree to the principle of employment equity for Aboriginal peoples, African Nova Scotians, persons with disabilities, visible minorities, women, persons of any sexual orientation or gender identity, and such other groups as may be designated by legislation.



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*The 13th Collective Agreement – A Summary View** (cont'd)

On the financial side, there are annual salary increases of \$500 per step, or 1% calculated to the base (Article 21); increases in research funds, increases to professional development allowances, and the creation of a Departmental Scholarly Activities Fund (Article 25); improvements to the health spending account and the dental benefits for full-time faculty; and 2 to 4 % increases in lieu of benefits for part-time faculty, as well money to cover professional certification costs (Article 26). As well, a Memorandum of Agreement now provides benefits to employees age 65 and over, there is a financial increase for CLTs in the extension of CLT contracts from 9 to 9.5 months (including PADs and Lecteurs/Lectrices), the inclusion of Archivists and Lecteurs/Lectrices in the bargaining unit (Articles 1, 10 and 50), and the conversion of part-time faculty to Instructor (Article 11).

Under Article 17, part-time faculty have improved working conditions, especially with respect to maintaining computer and email access, as well as the use of office space; Archivists have obtained parity with Librarians; Librarians have gained more control over their working hours, as have Instructors over their duties; and disabled faculty have better provisions for accessible parking.

Improvements have also been made in the areas of discipline (Article 14), grievance (Article 18), and arbitration (Article 19). There is much better language improving the process by which one moves from sick leave to long-term disability, as well as better provisions for compassionate leave (Article 24).

The major concession made by AUFA during this round of bargaining was signing a Memorandum of Agreement which allows the Administration to leave vacated positions unfilled for the life of the agreement. There are two ways to look at this concession. On the one hand, there is no guarantee that people who choose to leave will be replaced, or will be replaced with the same type of appointment, and this will most certainly affect our ability to offer a full range of courses and programs to our students. On the other hand, no one in our bargaining unit will be laid off, and we have held onto the principle of fixed complement. Our wage increases over three years will be modest but we can re-negotiate salary and benefits after three years, when hopefully money will be available. To that end, a much stronger financial incentive to retire early (Article 38) should help improve the fiscal situation in the near future.

At no time during negotiations did the Board claim that AUFA's demands were inflated or unreasonable, only that the Board was, as a direct result of the mismanagement of previous administrations, financially unable to meet them at this time. It is our hope that the Board will remain committed to providing greater transparency about the financial operations of the University over the next four years. We should expect the Board to hold true to its promise to improve upon its management of the University in order to be better able to meet our reasonable demands when the time comes to negotiate the 14th Collective Agreement.

Janice Best
Vernon Provencal

* It is the responsibility of all AUFA members to make themselves familiar with ALL the provisions of the 13th Collective Agreement.

CAUT Contract Academic Staff Meeting

On September 1st and 2nd, I attended the CAUT Contract Academic Staff (CAS) Committee meeting in Ottawa. I had been appointed to the committee in April. All committee members are contract academic staff, or union administrators of the Federation of Post Secondary Educators of BC or CUPE, and all endlessly seek contracts at UBC, Calgary, U of A, Queen's and Acadia.

For those unfamiliar with CAUT methods, as I was, each committee works on policy statements and model clauses related to their domain, and circulates their proposals to all other committees for comment. This is understood to be a little onerous and time-consuming, but effective in ensuring that what arrives at the executive has been well vetted.

For the CAS committee, much of this vetting included editing inappropriate terms: replacing "contract academic staff" for part-time staff, "teacher" for professor, and "post-secondary institution" for university. Admittedly these terms are not to everyone's liking but arguably necessary when considering who CAUT represents. The term "contract academic staff" is a change we might eventually address at Acadia. The desire to change this term rests on the perception that part- and full-time is an imprecise distinction. The precise distinction is between those who have tenure (job security) and those who are always seeking the next contract. Since either may or may not have full teaching loads, full research records and involvement, and PhDs, the distinction remains over more secure employment and remuneration including benefits.

There was also a substantial discussion of increased teaching by both graduate students and post-docs. Each of these groups works in an "employment status grey area" where universities and some faculty associations consider them to be students, or researchers, whereas unions and other faculty associations believe they are used as cheap, unrepresented labour. CUPE 3902 is trying to organize them at U of T to protect them from administrative whims, as they represent a substantial savings over any other category of teachers.

The realization that graduate student teaching is necessary, but should not replace contract academic staff, demands a distinction between teaching experience for graduates and exploitation as near-free (unrepresented) labour. Since anyone who teaches a complete course should be considered to be, and be paid as, contract academic staff, the Contract Academic Staff committee believes these teachers should be classified according to responsibilities not funding sources. Currently, this blurring of lines seems to

Check out our website at:
www.acadiafaculty.ca

CAUT Contract Academic Staff Meeting (cont'd)

be happening at larger institutions especially U of T.

Another consideration of the committee was a policy statement on “deemed hours”, or a “realistic” evaluation of the work required to teach and administer a course. The discussion revolved around two unsuccessful court cases—Franke and Mckenna—where the contract academic staff submitted personal logs as proof of hours worked in an attempt to qualify for EI benefits. The approach that CAUT will recommend is a model clause to be included in contracts. The clause should reflect that “The parties agree that for Employment Insurance purposes only, a course instructor for a full course will be deemed to have worked 460 hours, and a course instructor for a half course will be deemed to have worked 230 hours.” This comes from the CUPE 3902/U of T contract and would mean that per course pay at Acadia would be based on the belief that a course entails 13 hours of work per week (not a stretch), instead of 10. It would mean that contract academic staff would qualify for EI after teaching a 6 hour course.

AUFA was seen to be ahead of the curve by including in our collective agreement some semblance of “conversion” from part- to full-time, pay “in lieu of benefits,” and *pro rata* calculations for part-time pay and in-house research funds. We are the envy of many.

Looking to the near future the discussion turned to Fair Employment Week, to be observed October 25-29, 2010. This week (if observed) brings the opportunity to raise issues such as the interaction between contract and tenured faculty. Issues raised around the table were condescension, or the perception of contract academic staff as failed or lesser academics, and the general invisibility of contract academic staff to students which undermines the perception of contract academic staff as contributors to students’ education.

In the longer term, there will be a conference in conjunction with the August 2011 meeting of the Contract Academic Staff committee. The conference will present research and issues of contract academic staff, and will lead to an edited collection of papers to be included in the CAUT book series. Calls for papers will be announced soon.

Respectfully submitted
Peter D. Little
Member-at-Large
AUFA Executive

Contract academic staff (part-timers) can email me with thoughts or questions at plittle@acadiu.ca

Flying Picket Wanted: NOSM in Sudbury



The International Conference on Language and Territory, where I was to present at Laurentian University late August, went ahead despite a strike of the Northern Ontario School of Medicine (NOSM). The 152-member local of the School's staff at two campuses in Sudbury and Thunder Bay are looking to get its *first* collective agreement

(after a year of bargaining). NOSM was created in 2005 to better serve the health care needs of Aboriginal, Francophone and rural communities in Northern Ontario.

Born and raised in Sudbury, I grew up through many labour disruptions. During the conference I attended, OPSEU Local 677 had picket lines set up at Laurentian University's two entrances. Traffic delays were to be expected as was the distribution of bilingual flyers with daily updates. And in a strong union town like Sudbury, many drivers honked in support of the striking workers. Crossing the picket line was personally difficult, since supporting strike action is part of my upbringing.

Upon learning that our AUFA Executive voted unanimously to support the NOSM strikers (during my absence), I decided to visit the picket line to offer AUFA's solidarity in person. At the same time Tyler England, president of Local 677 of the Ontario Public Service Employees' Union, was giving a pep talk to bolster the morale of striking workers who had already been picketing for more than two weeks. I was soon interviewed by the local media explaining who I was and why I was there. Striking workers gave AUFA three rousing cheers!

With the hard work and dedication of our own Negotiating Team here in Wolfville, AUFA members witnessed a successful outcome to our mediated talks, resulting in the 13th Collective Agreement – thus, no strike action. Returning home to Sudbury for an international conference and supporting a picket line was a satisfying way to end my summer.

Laura A. Thompson, School of Education

Update: On October 3 members of the general staff bargaining unit at the Northern Ontario School of Medicine Faculty & Staff Association (NOSMFSA - OPSEU Local 677, Unit 2) voted overwhelmingly to reject the tentative agreement reached on Oct. 3. The turnout was more than 94% with 76.8% voting to reject. The union leadership did not make a recommendation in the voting that was concluded on October 12.

The strike is continuing as of today (October 26).



Welcome New Members

We are pleased to welcome the archivists, lecteurs/lectrices and PAD's into the Bargaining Unit.



(Photo: J. Longley)

From left to right: Diemo Landgraf, new Assistant Professor in German and Spanish; Julia Hoffmann, PAD Lecturer in German; Quentin Fouville, Lecteur in French; Chloé Jouteux, Lectrice in French; Almut Siepmann, PAD Lecturer in German; Pat Townsend, Archivist; Wendy Robichaud, Archivist. Missing from photo: Vigdis Elard, Lectrice in French.



Dates to Remember

October 30

The Dean or University Librarian . . . shall submit a recommendation using the form in Appendix D to the Sabbatical Leave Committee by 30 October. Art. 24.13(d)]

October 31

In cases where a Department has waived the requirement that a position be continued as tenure-track, the Employee who holds the CLT position at the time this requirement is waived shall be reviewed by his/her Department . . . No later than 31 October. . . . [Art. 10.09.1(b)]

An Instructor on a probationary appointment shall be reviewed by his/her Department by 31 October of the final year of the appointment. [Art. 43.41(a)]

A review [Employee who holds the CLT position shall be reviewed by the Library Review Committee for continuing appointment] shall take place no later than 31 October of the fifth or seventh year of service, as appropriate. [Art. 50.09(b)]

November 15

The DRCs shall review all applications . . . and make recommendations to the URC according to the following schedule: (a) Renewal: no later than 15 November of the academic year in which the appointment terminates. [Art. 12.21(a)]

Decisions shall be announced [research monies] by 15 November.... [Art. 25.55(c)]

Do you need to contact someone on a committee?

Find her or him at acadiafaculty.ca/committees

Dates to Remember (cont'd)

The LRCs shall review all applications . . . and make recommendations to the URC according to the following schedule: Joint Continuing Appointment and Promotion or Promotion to Librarian III: no later than 15 November of the academic year in which the appointment terminates. [Art. 51.21(a)]

December 1

The Employee shall submit his or her application to the Dean or University Librarian, with a copy to the Head, by 1 December of the year preceding that for which leave is being sought. [Art. 24.71]

Top Ten List for Acadia University Club News!

The U-Club is off to a busy start for 2010-2011. Here's a U-Club Top Ten List to bring you up to date on "goings-on" at the little blue house behind Huggins:

#10. Yes, we have a new executive, voted in at the AGM on September 10th. Granted – it does look quite a bit like the outgoing executive: President Oonagh Holmes, Vice-President Anna Kiefte, Past President Paul Stephenson, Treasurer Duane Currie, Secretary Jose Lefebvre, House Chair Trevor Avery, and Members-at-Large Mike O'Brien, Peggy Crawford, and Mervyn Horgan.

#9. Top Priorities for the President for 2010-2011? 1) To increase membership because it is an excellent venue for cross pollination, sharing of ideas, and relaxing after a week of great work on our campus; 2) To increase the number of special events at the Club so as to contribute to the collegial relationships on our campus; and 3) To improve the facility itself so that it is even more inviting to our membership and special guests (What a platform! No wonder she was re-elected!)

#8. The 2010-2011 House Manager is Chris Ogbuah. Chris is a Graduate student in the Dept of Biology, and hails from Cornerbrook, NL. Contact him at chris.ogbuah@gmail.com/ 542-9543 to inquire about requirements for booking the U-Club for an event, or the Bayer Room for a guest.

#7. Yes – we've held the line on membership fees! Still at \$96/year for regular members and \$24/year for retired faculty and staff, it's a good deal! There are lots of benefits to membership – ask a member!

#6. Our trusty and talented U-Club Administrator is Heather Turner, Dept of Psychology. Heather handles the day-to-day book-keeping for the Club, including membership fees, monthly bar billing, booking fees, etc. Membership and booking forms should be sent to her at Box 100, Acadia University.



Tell your friends

Know someone who would like to receive this newsletter? Let us know and we'll add her or him to our mailing list.

Top Ten List for Acadia University Club (cont'd)

#5. Ahhhhh - Friday afternoons. They are all about mingling and munchies/schmoozing and snacks at our regular TGIF event. Starting at 4:00, the Club is open to faculty, staff, alumni, grad students, guests, both members and non-members alike. If you're not a member, there's a cash bar. Try us, you'll like us!

#4. In cooperation with the Acadia Graduate Students' Association, we're sending out a special invitation for grad students to join us at the last U-Club TGIF of each month. If you have grad students please bring them along, introduce them to the Club, and, of course, treat them to a refreshment.

#3. Upgrading at the Club is ongoing - we have a new kitchen stove and propane barbeque!

#2. We are trying to be more family-friendly (a baby change table is on its way), and environmentally-friendly (we have electronic billing and no paper towels!). And, we're open to other suggestions – let us know.

#1. We're looking to identify special TGIFs over the year that will see departments/units agree to join us and co-host. Co-hosting means encouraging your colleagues to attend, and helping us to make guests feel welcome at the U-Club. We provide the snacks as usual; you provide an input of bodies. Contact President Oonagh (oonagh.holmes@acadiau.ca) to arrange for your department to host a special TGIF. So, who's first?

Peggy Crawford

Editorial Policy

The *AUFA Communicator* is the newsletter of the Acadia University Faculty Association (AUFA) and is intended to keep its members and the Acadia Community up to date and informed. The *AUFA Communicator* is published quarterly during the academic year and serves the following purposes:

1. to provide a means for the free exchange of ideas, views, and issues relevant to the AUFA and the Acadia community
2. to provide feedback and information useful to the AUFA to maintain its effective operation in fulfilling the objectives of the AUFA and its membership
3. to provide documentary records of matters pertaining to the AUFA
4. to serve all the functions of a newsletter

The Communicator Committee, under the direction of the AUFA Executive, takes responsibility for the contents of the *AUFA Communicator*. The opinions expressed in authored articles are those of the authors and do not necessarily represent the opinions of the Communicator Committee. **We encourage your contributions (letters, articles, article summaries, and other pertinent information).** Anonymous material will not be considered for publication; however, under special circumstances, the *AUFA Communicator* may agree to withhold the author's name. The Communicator Committee retains the right to edit and/or reject contributed material.

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