

AUFA COMMUNICATOR

Acadia University Faculty Association Newsletter

AUFA Homepage: <http://www.caut.ca/aufa/>

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THE AUFA PRESIDENT COMMUNICATES



As always, it was a busy summer for the AUFA Executive. For several weeks, we wrestled with some thorny language in Article 11 of the 12th Collective Agreement regarding the precedence list for part-time faculty. A Memorandum of Agreement was released in August that clarifies the conditions under which a part-time faculty member is placed on or removed from the precedence list and the manner in which the precedence list is to be used when making hiring decisions.

We participated in the new faculty orientation program organized by Human Resources on August 29. We met all but one or two of the new faculty in attendance at the morning meet & greet, and most of these joined the Association on the spot. Thanks to Leo Elshof (AUFA Secretary and Sheepdog) and to our wonderful Union Officer Jane Longley for setting up and staffing the AUFA table. We also participated, as we always do, in the session of brief presentations later in the morning, but I believe that this was the first time that AUFA and HR have ever collaborated to give a joint presentation at this venue. This is a testament to the great improvement in the relationship between AUFA and HR since the change in leadership at Bancroft House. We

also organized an hour-long new faculty orientation session of our own on September 18, which was well attended by new faculty and by our shop stewards. Many thanks to Andrew Biro and Vernon Provencal for their invaluable help in organizing and presenting this session.

Another summer project for the Executive was the creation of an AUFA blog as an additional, optional means of communication with our members. There are many news items that are likely of interest to our members but that do not necessarily warrant an e-mail to the entire membership. The blog allows us to share such items with anyone who chooses to view them, while allowing us to reserve our e-mail distribution list for high-priority messages to the membership only. The blog is at <http://acadiaufa.wordpress.com> and we invite you to take a look and subscribe to the RSS feed.

The Association Grievance Committee would like to remind members that the AGC is the *first* place to turn if you become aware of a situation that might be in contradiction with the terms of the Collective Agreement. Going to the AGC does not mean that there is going to be a grievance; it does not even mean that there is necessarily going to be any grief! It is quite possible to unwittingly violate the Collective Agreement out of perfectly good intentions, and many—we hope most—situations can be resolved amicably (if not averted entirely) if the AGC is notified as soon as possible. For an explanation of the function and procedures of the AGC, please see John Eustace's article "Introducing the Association Grievance Committee" in the February 2007 issue of the *Communicator*.

By November 30, 2008, the administration is required to provide AUFA with a report on complement as defined in Article 20.02, which states that the minimum tenure-stream position complement shall be 182, and that the

complement number shall be the average of the counts on November 30 and March 31 in the current and previous academic year. The tenure-stream complement number fell far below 182 during the former university President's term: the March 31, 2008 number was only 172. Obviously, the November 30, 2008 number would have to be 192 to achieve the required average of 182; equally obviously, the Board is not going to commit to an additional 10 tenure-stream positions. So there is no doubt that on November 30, there is going to be a violation of the Collective Agreement.

Because the 12th Collective Agreement was not signed until November 2007, and because any new tenure-stream appointments would normally begin in July 2008, there is no way that the March 31, 2008 complement number could have been adequate, even if the Board had made a hundred tenure-stream hires. It therefore seems unreasonable for AUFA to insist on the letter of the contract when in spirit, and in practicality, what we want to ensure is that the November 30, 2008 count and all subsequent counts are at least 182.

To end on a positive note: our colleagues in SEIU achieved a new collective agreement after five days of amicable negotiations. Please see SEIU President Elke Willmann's article in this issue of the *Communicator* for details. One of the things I would like to achieve as President of AUFA in this non-bargaining year is a closer relationship with SEIU so that we can share information and work together on common goals, so I was delighted to see the support that faculty members showed SEIU during their negotiations.

I wish you all a productive and pleasant fall term, and I look forward to working with and for you during this academic year.

Erin Patterson

UPDATE ON SEIU NEGOTIATIONS

The SEIU local 902 (Acadia Campus) has reached a new collective agreement and would like to thank AUFA members on campus for their solidarity and support which certainly helped to set the stage for a successful round of bargaining.

In the climate of Acadia's present financial difficulties, the SEIU had braced itself for tough negotiations signaled by the reduction of SEIU positions and layoff of SEIU staff before contract negotiations began. Furthermore, the fear of job loss was making its way through the SEIU membership not unlike Naomi Klein's *Shock Doctrine*. However, in this atmosphere of job insecurity, it was imperative not to lose perspective, or as Naomi Klein points out, not to forget *history*. And the history for SEIU members is that no matter if student enrollment is low or high, we have always faced resistance from Acadia administration when it comes to negotiating wage increases or benefits. For example, when the SEIU went to the negotiation table in 2005, at a time when student enrollment was at a record high, negotiations between SEIU and Acadia almost broke down over a modest wage increase of 3% which amounted to a sum of about \$120,000.

This time around, SEIU members again received a wage increase of 3% for each year of the three years of the duration of the contract as well as a differential shift premium for staff working weekends or late hours. The supplement of the employment insurance benefit during maternity leave was raised from 75% to 100% and vacation time was increased for new and long time SEIU staff. SEIU members will also receive an increase in the health spending account in the third year of the contract, mandatory retirement was lifted, and members can apply for the Acadia facility pass free of charge. The whole package will cost the university about \$500,000 over the next three years according to calculations provided by Acadia. This translates into 0.0023% of the overall budget of \$213,000,000. This figure is based on Acadia's current yearly budget of \$71,000,000.

Again, to keep the sum of \$500,000 in perspective we need to look, for example, at the 2007 T4 taxable yearly income for salaries coming out of the President and Vice-President offices alone which in 2007 totalled \$775,416. When looking at this figure, we must remember that this amount was paid to only a handful of employees including the President and Vice-President. In contrast, the increase in wage and benefits which was just achieved for SEIU staff comes to a yearly total of \$166,000 but this sum is not shared by seven people but by ninety-six SEIU members. This should be kept in mind when we hear that SEIU received a wage and benefit increase **despite** the fact that Acadia is in the midst of financial difficulties.

Elke Willmann
President, SEIU local 902 (Acadia Campus)

NEW FACULTY ORIENTATION

An information session was held on Sept 18 for new faculty as well as shop stewards (departmental reps). Outlining a “typical” career path, we touched on some of the provisions of the 12th Collective Agreement (CA) that would come into play over the course of a career at Acadia: from annual career development meetings (Article 15), through applications for renewal, tenure, and promotion (12) and leaves (24), right up to retirement (23 – Pensions). Because most of the people in attendance were full-time faculty, we focused mainly on a typical career for that group; some provisions are different for Part-time Faculty (11), Instructors (43), and Librarians (45-55).

We also covered some of the provisions of the CA that govern our work on a day-to-day basis, particularly Working Conditions (17), and Professional and Personal Development Allowances (25). And we covered some things that are (we hope) not part of a typical career, but are important to be aware of nonetheless: Discipline (14) and Grievances (18). With respect to the latter, it is crucial for members to inform a grievance officer (either directly or via their shop steward) as soon as possible if they think they are being treated in a way that violates the CA; consulting a grievance officer in no way commits the member to filing a grievance, but failing to do so promptly may make it more difficult or impossible later.

While the information did cover a few of “the basics” of the CA, ultimately it is the responsibility of the member to be aware of its provisions and to make the Association aware if these are not being followed. The CA governs how we do what we do here. Familiarity with the CA is important to ensure that its provisions are being applied properly – that it is working for you. And it is important to

understand that the CA is a document that we collectively have a voice in authoring. The 12th CA will expire in June 2010. Now is the time to start thinking about what the 13th should look like, and working towards achieving it.

Andrew Biro

STUDENT UNION PERSPECTIVES ON THE MOU AND ACADIA

The Acadia Student Union supports the last Memorandum of Understanding (MOU) between the Universities and the Nova Scotia Government. Current president of the ASU, Kyle Steele, said that support is based on the tuition freeze in the MOU, which represents an advance from the previous limitations to increases of no more than 3.9%. The ASU is a member of the Alliance of Nova Scotia Student Associations (ANSSA), which has also supported the most recent MOU. ANSSA represents the student associations of Dalhousie, Saint Francis Xavier, Saint Mary’s, and Acadia. While ANSSA issued a press release recognizing that the funding arrangements of the MOU would hurt Acadia and Cape Breton University, and that the new funding formula was unsustainable, ANSSA has not called for a return to previous funding arrangements. The Canadian Federation of Students Nova Scotia (CFSNS) on the other hand has rejected the MOU. CFSNS represents the student associations of CBU, University of King’s College, Mount Saint Vincent University, Nova Scotia College of Art and Design, and the Université Saint-Anne. The CFSNS has argued that beside the fact that the new funding arrangements will hurt smaller universities, particularly Acadia and CBU, the basic premises of the funding formula are misguided and therefore have called for a campaign to “push back” the last MOU.

Kyle Steele said that Dalhousie is the big winner in the recent funding arrangements, with SFX and SMU following Dalhousie with lesser gains. Acadia is, however, one of the big losers. Steele said that he was stunned when he heard that Acadia was left out of the discussions carried out between the Nova Scotia government and the presidents of Dalhousie, SFX, and SMU, who were representing the Council of Nova Scotia University Presidents (CONSUP). The student associations ANSSA and CFSNS were also in attendance. The meetings resulted in the adoption of an enrolment model for funding rather than the core funding model that was previously the norm. Steele said that the “most important” reason for Acadia’s current financial crisis was the new funding criteria in the MOU. It has been reported that during the discussions on the MOU it was acknowledged that Acadia and CBU would be seriously hurt by the new funding arrangements. Apparently, this resulted in the transition formula, which will hardly spare Acadia or CBU the ultimate pain of increasing deficits – reportedly \$5,000,000 at Acadia within three years. On the other hand, Dalhousie, SFX, and SMU gained from the discussion. These institutions had effective representation at the MOU discussions through their very own university presidents and the fact that ANSSA also represents these three institutions.

In response to questions on ANSSA and ASU’s future plans regarding the MOU, Steele pointed to the “Plan or Perish” campaign. The Executive Director of ANSSA, Kelly Wilson, describes the campaign as a rejection of the core and enrolment funding models and a call for a new model and a comprehensive review of postsecondary education. While Steele recognized that a three-year window between MOU’s was not enough to turn things around at Acadia, he noted that Tom Herman had the respect of the university presidents, pointing to the power of CONSUP.

The CFSNS rejects the MOU outright. The executive representative, Kaley Kennedy, said

that the enrolment funding model will result in “forced growth” of the universities, increasing competition among the universities for scarce resources, and impacting negatively on class sizes and other indicators of a quality education, things particularly valued by smaller universities that the CFSNS largely represents. Kyle Steele failed to see the logic of the CFSNS position, arguing that enrolment was rising and that there were possible new areas of growth in Nursing and PhD programs. In addition, he said that the CFSNS protest-orientation in discussions with the government meant that political leaders were unwilling to listen or work with the CFSNS. ANSSA, on the other hand, had a real ability to influence government decision-making, such as, for instance, the recent MOU between the universities, where ANSSA and CFSNS representatives sat together with CONSUP representatives and government officials, winning the recognition of tuition freezes and increased accessibility through government grants for students. CFSNS has, of course, lobbied for similar reforms.

Jamie Whidden



JOINT COMMITTEE ON POLICIES & PROCEDURES



The joint Committee on Policies & Procedures invites you to submit your experiences and observations of policies and procedures on campus and to offer recommendations for changes, improvements, and/or clarifications to those policies and procedures. Please send your thoughts to jccp@acadiau.ca; if you prefer to share them anonymously, you can send them in writing

through the campus mail to “joint Committee on Policy & Procedures, c/o Manning School of Business.” Please take advantage of this opportunity to improve how staff and faculty are supported in their work.

The joint Committee is made up of representatives from AUFA (Ann Dulhanty, Erin Patterson and Terrance Weatherbee), AUPAT (Wendy Robicheau), SEIU (Elke Willmann), and senior administration (Akivah Starkman).

AUFA SHOP STEWARDS

Biology
(Vacant)

Engineering
(Vacant)

Nutrition & Dietetics
Shane Walker

Business Administration
Ann Dulhanty

English & Theatre
Andrea Schwenke-Wyile

Philosophy
Paul Abela

Chemistry
(Vacant)

History & Classics
Leigh Whaley

Physics
Peter Williams

Computer Science
Tomasz Muldner

Languages & Literatures
Raoudha Kallel

Political Science
Geoff Whitehall

Earth & Environmental Science
(Vacant)

Library
Patricia Gallant

Psychology
Karmen Bleile

Economics
(Vacant)

Mathematics & Statistics
Jeff Hooper

Recreation Management &
Kinesiology
Darren Kruisselbrink

Education
Lynn Aylward

Music
(Vacant)

Sociology
Phyllis Rippeyoung

PENSIONS

In a time of market turmoil it is natural to be concerned about one's pension. As an AUFA rep on the pension committee, I would like to remind our members that as our pension is a defined-benefit plan, intermittent turbulence in the markets in no way affects the immediate income available to eligible members. That is the upside of having a defined-benefit plan. If one instead had a defined-contribution plan, and was cashing out this year, one might well be very concerned about the reduction in benefits going forward.

Having said that, our pension is tied to market conditions over the long run. The investments are made conservatively, consistent with best practice concerning the low-risk strategies of pension funds generally. The next valuation of our pension must be completed no later than the summer of 2010. At that time, a report will be made concerning the funding position of the pension.

Members will recall that the 2005 valuation required the university to make special payments owing to an unfunded liability. These payments, to be made in installments until 2021, are entirely the university's responsibility. It will also be recalled that in 2005 we voted to increase the pension offerings to members and to split 50/50 future liability and/or surpluses with the university.

The valuation of 2010 will indicate if the pension fund has improved, remained the same, or declined. So we have time, approximately two years, to see market improvements (hopefully) before an assessment is to be made.

Paul Abela
AUFA Pension Committee Rep.

FLYING PICKET REPORT - UNIVERSITY OF SUDBURY

On August 21, 2008, the CAUT Defence Fund rallied in Sudbury in support of the faculty at the University of Sudbury, a federated institution on the campus of Laurentian University. The faculty union LUFA-US has 19 full-time members. They went on strike on August 18th and while there were issues of salary and teaching load, the flash point was a letter sent to each association member announcing that the collective agreement was no longer in force but that faculty members could make individual arrangements with the university, such as reporting to the Registrar each day between 8:30 am and 4:00 pm and seeking permission if they were to be absent on any day. These rules were to be in effect until classes started. This letter was, in fact, illegal because it was sent out before the union was on strike and was later rescinded. However, an almost identical email was sent to the members once they were on strike.

I was there, on my first flying picket, to represent AUFA and I was proud to present the LUFA-US president with a cheque for \$1,500 in strike support. It was inspiring to see the support for this small union from faculty unions across Canada, including LUFA, who are still in contract negotiations, as well as non-academic unions in the area. Even the local wildlife showed their support on the line; there were sightings of foxes and a black bear. Thankfully, the bear chose not to cross the picket line!

The union reached a tentative agreement on August 27th and ratified on the 29th. Congratulations to the members of LUFA-US for standing up to a shocking attempt to undermine the rights of all academic unions to collective bargaining. Well done!

Catherine Stanley

**PART-TIME ACADEMIC LABOUR CONFERENCE:
COCAL VIII, SAN DIEGO, AUGUST 2008**

This summer I attended the 8th conference organized by COCAL (Coalition of Contingent Academic Labour) in San Diego. This event brought voices together from Canada, the United States and Mexico to speak to the issues of part-time academic labour. I was part of a roundtable discussion on media and public relations during job action and was also able to attend many of the other breakout sessions on various topics.

What is COCAL? "The Coalition of Contingent Academic Labor is a floating conference and a network of North American activists working to improve higher education through the collective achievement of job security, livable wages, academic freedom, and time and resources for academic research and professional development for contingent academic laborers" (taken from <http://www.cupfa.org/cocal.html>, October 6, 2008). The fact that it is **not** a for profit group has allowed it to represent many voices and interests in the contingent academic labour market. It has not been co-opted by many of the stakeholders in higher education and so long as it stays this way I feel that Canadian universities should continue to support its efforts.

The sessions I attended included How to Create a COCAL Affiliate, the Impact of Contingent Academic Labour on Educational Quality, and the situation in various locales including Quebec (FNEEQ), Canada (CAUT) and Mexico. There was also a Canadian regional meeting that looked at issues specific to us and proposed a Canadian location to host the COCAL IX conference in 2010.

I enjoyed aspects of all the sessions I attended and would be glad to share my notes with anyone interested. Contingent (part-time) academic labour is and will continue to be an important issue in all of our future negotiations at Acadia University. The great majority of American and some Canadian universities know that part-time contracts are a great way to have courses taught while not having to maintain equitable rights among the employees teaching those courses. The basic idea of equal pay for equal work is not part of part-time employment at Acadia and I am committed to helping change that. Let us remember that a part-time employee at Acadia would have to teach 10 courses (as I have in the past) to make the same salary as a step 1 lecturer according to the 12th Collective Agreement (and this is vast improvement over the 11th CA). It is a big issue that needs to be addressed. I would like to share a couple of overriding feelings I got from the conference.

The part-time situation in Canada varies greatly but compared to what is happening in the United States and Mexico we seem to be way ahead. A far higher percentage of universities in Canada are unionized and thus our labour force is better represented. In some U.S. states it is still illegal for part-time faculty to even organize into unions! This creates a massive discrepancy when it comes to discussing rights and issues at a conference like this. In Mexico a recent work stoppage by faculty was to fight for classroom availability of chalk and paper. The need to see these issues as truly global is very important. What we gain in rights here can be the model for gaining rights at institutions around the world. When I spoke of how Acadia University faculty had embraced part-time issues as important to the whole bargaining unit last year there were American colleagues who were desperate to know how we got our full-time and part-time units to come together and fight for common goals.

Quebec has some great mechanisms in place as unions meet together throughout the year to discuss common problems across the post-secondary (and CEGEP) system. By doing this they are able to

strategically negotiate contracts based on what they each are achieving, one after the other. This model would be beneficial to our labour force in Maritime Canada. If the part-time representatives of all universities in PEI, New Brunswick and Nova Scotia could get together every year I believe that just the simple act of discussing common goals and needs would make for better issue management when it comes time for contract negotiations. We could all point to what was being done at each other's institutions to improve part-time labour rights. Money in lieu of benefits, stipends to serve on committees, job security, promotion and pro-rata pay are still the major issues across North America. We have not yet achieved a model that is equitable for part-time faculty but COCAL is a great place to make sure these issues are discussed and fought for across the continent. If you have any questions please contact me and I would be happy to share more details of the conference with you. Mark.adam@acadiiau.ca.

Mark Adam



DATES TO REMEMBER

The following are some important dates to keep in mind as quoted from *The Twelfth Collective Agreement*:

◆ 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

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)]

Decisions shall be announced [research monies] by 31 October...[Art. 25.55(c)]

◆ November 1

The DRCs shall review all applications . . . and make recommendations to the URC according to the following schedule:
(a) Renewal: no later than 1 November of the academic year in which the appointment terminates. [Art. 12.21(a)]

◆ November 15

The DRCs shall review all applications . . . and make recommendations to the URC according to the following schedule:
(b) Tenure/Combined Tenure and Promotion to Associate Professor: no later than 15 November of the academic year during which the application for tenure is made. [Art. 21.21(b)]

The URC shall complete its work [for renewal (professor)] [Art. 12.41]

The LRCs shall review all applications . . . and make recommendations to the URC according to the following schedule:
(a) Continuing Appointment/Combined Continuing Appointment and Promotion: no later than 15 November of the

academic year in which the appointment terminates. [Art. 51.21(a)]

◆ **December 1**

The DRCs shall review all applications . . . and make recommendations to the URC according to the following schedule:

(c) Promotion: no later than 1 December of the academic year during which the application for promotion is made.[Art. 21.21(c)]

◆ **December 15**

The President shall communicate the Board's decisions on renewal, tenure or promotion according to the following schedule:

Renewal of Appointment – no later than 15 December of the academic year during which the appointment terminates. [Art. 12.75(a)]

◆ **December 31**

The URC shall complete its work [for tenure (professor), tenure/promotion (associate), promotion (associate), continuing appointment/promotion (librarian II), promotion (librarian III) and promotion (instructor II). [Art. 12.41]

...the Employee shall be notified of the President's decision [leave of absence] by 31 December. . . . [Art. 24.71]

Employees shall be notified by 31 December whether or not [sabbatical] leave is to be granted[Art. 24.20]

A more comprehensive listing of dates can be found on AUFA's website:
<http://www.caut.ca/aufa/dates.htm>

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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