

# Faculty Union News

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## Message from the Union Executive

Universities are under attack from one end of Canada to the other. Attempts are being made, directly and indirectly to erode tenure and academic freedom, and to deny university access to qualified applicants by drastic cut-backs in funding.

In Nova Scotia, government threats have led university Presidents in Metro Halifax to form a partnership to “rationalize” the delivery of post-secondary programs. The partnership is working on the premise that funding which flows through the province from Ottawa will be cut by 20 - 30% which equates to \$40 to \$60 million per year for this province. The Metro universities’ share is upwards of two thirds to three quarters of the cuts. The university presidents apparently expect to find some of this amount through combining non-academic units in some way. The balance will come, they believe, from some combination of reductions in academic spending and fee increases.

Although the university presidents are on record as believing that any required academic changes can be made within the context of existing collective agreements, we must be particularly vigilant to ensure that none of our members are victimized by the change process and that the integrity of the academic enterprise at Saint Mary’s is not compromised.

As your union executive, **we are committed to whatever steps are necessary to protect members and the traditions of Saint Mary’s University.**

In the months that lie ahead, it is important that we present a united front to the public, the government, the partnership, and the administration. Let us disagree about issues of substance if there is honest disagreement, but let us disagree openly and constructively. Then, having weighed alternatives, let us get on with doing what needs to be done to weather the storm that is upon us.

## Ratification of agreement

In the near future you will be asked to vote on whether or not the agreement reached last summer by the unions and administrations at Saint Mary’s, Mount Saint Vincent, and Dalhousie Universities should be ratified. Copies of the agreement were sent to each member during the summer and were available at recent union meetings. If you would like another copy, please call the Union Office at 496-8190 or drop in to MM206C between 8:30 am and 12:30 pm

The agreement provides for additional protections for jobs if programs are moved among universities by government (as was the case with Education faculties) and if a partnership of universities decides on program rationalization steps. Details of these protections are set out below.

In return, faculty members give up the right to search widely for new staff. We must give preference to faculty members at sister universities if programs are moved here by government.

This is the agreement that was ratified unanimously by faculty at the Mount, and rejected by 85% of

voting members at Dalhousie. Your Union Executive believes that, on balance, the agreement is a good one and deserves your support.

## **How did the Agreement come to be?**

Your union has attempted to protect its members at every stage of the rationalization process. At a Special SMUFU meeting on March 20, 1992, we adopted a series of motions designed to protect the interests of all faculty members and the integrity of the University. Several motions were directed at protecting the rights of our Education Faculty. SMUFU Executives have acted upon these motions. In our last round of negotiations we thwarted a University attempt to weaken our job security clauses. Working through NSCUFA, we, with other faculty associations/unions, developed a protocol that addressed the needs of faculty in affected programs.

At the Annual General Meeting of November 18, 1994, John Haysom and other members of the Education faculty distributed a summary of the Cowan Report, which was commissioned by the University Presidents to govern transfer of education faculty between education faculties affected by the Shapiro Report.

It was moved (John Haysom) and seconded (Don Weeren) that:

SMUFU considers both the process used to determine the transition of human resources and the substance of the Cowan Report unacceptable; therefore SMUFU insists upon the opportunity to negotiate the terms of transition arrangements before they are implemented.

Carried Unanimously

In March of 1995, with the assistance of the Mount Saint Vincent University Faculty Association, we were finally able to get three universities and three university faculty associations to the table. DFA, MSVUFA, and SMUFU started joint discussions

with the three university administrations in March, 1995. The intent of the discussions was to develop a procedure, based on the NSCUFA protocol, that would allow the orderly transfer of faculty from one university to another. The six parties reached an agreement on July 17. The SMUFU Executive voted unanimously to endorse the agreement. This agreement allowed Saint Mary's Education faculty, along with those at Dalhousie, to be given first consideration for the new positions at Mount Saint Vincent in time for the start of the 1995-96 academic year.

## **Details of the New Protections**

The Agreement Covering Programme Discontinuation Following Government Review (AGPDFGR) allows affected faculty members to choose to rely exclusively on their collective agreement for job protection, or to choose early retirement (if the provincial government makes funds available for this purpose) (see clauses 3(b) and 3(c)), or to choose to be part of a hiring pool which ensures first consideration in hiring to fill all available vacancies in the affected programmes at the successor programme provider(s). Note that all of the provisions of the ACPDFGR are options. By choosing to have nothing to do with the ACPDFGR, the faculty member will be unaffected by it.

## **Rationalization -- where does it stand?**

Here is our best estimate (as of October 15) on what is happening with rationalization. The partnership (which is the universities in Metro) has established two separate activities aimed at fleshing out the so-called "Business Plan" which was submitted to the Provincial government during the summer.

For non-academic units (which includes, believe it or not, libraries) the consulting firm of Coopers &

Lybrand was retained to work with heads of the affected departments at the partnership universities to develop an agreement-in-principle on how to achieve cost savings. To the best of our knowledge, no one below the department head level at any of the partner institutions was involved in working with Coopers & Lybrand. The consultant's report is now in the hands of the university administrators who are trying to figure out what to do with it. We understand that total projected savings from changes in "non-academic" areas were not as high as originally expected.

On the academic side, the Academic Vice-Presidents and selected Deans from the partnership institutions have been meeting under the co-ordination of Bob Geraghty to develop agreement-in-principle to academic changes. The amount of non-academic-administrator input has varied from institution to institution but has generally been limited to providing information about programs and academic staff to Deans. The report of this working group is due very soon.

Since the process began, the presidents of the faculty unions at the partnership institutions have been meeting regularly under the aegis of NSCUFA to develop joint positions on the process. We have not been successful in breaking the collective resolve of the university presidents to carry on the work essentially in secret, with non-management involvement being limited to periodic reports on what has been happening. We continue to be assured that there will be full, meaningful consultation once agreement -in-principle has been achieved among the partners. This is not encouraging since agreement-in-principle, if accepted by the Minister of Education, sounds suspiciously like "*fait accompli*, now iron out the details".

On the other hand, the university presidents have repeatedly stated that they believe any changes required on the academic side can be made within the terms of the existing Collective Agreements in force at the various institutions. Your union

executive will hold the Saint Mary's administration to this pledge.

## **The Rationalization Timetable**

To date there has been a lot of slippage in the timetable for rationalization visualized by the provincial government. The so-called business plan submitted by the Partnership in July was very much a draft document (most of us would have given it a failing grade in any of our classes). The reworking which was to be complete by mid-September, later slipped to mid-October, and now is expected "very soon", in the words of the Minister of Education.

In fact, it is difficult to see how any really concrete steps can be proposed, let alone finalized, until the federal government is clearer about exactly what cuts will be made in transfer payments to the province.

In the meantime, the uncertainty is very wearing on students, faculty, and staff. There is a sore temptation to lash out that the whole rationalization notion is ill-advised (which it is), or that it is unfair to Saint Mary's as a very efficient provider of post-secondary education (which it is), or that it can be stopped by some sort of legal action (which is most unlikely). What will serve faculty members better, we believe, is to work with other unions at Saint Mary's and with the administration at Saint Mary's (who are at least as threatened by the rationalization process as are faculty) to develop means of protecting all of the Saint Mary's community and the integrity of what we do as far as we can given the avowed government intent to see change.

(See also the side letter which describes the University's understanding of what the specific terms of the ACPDFGR mean).

## **New Union Staff**

The new union office at MM206c is being staffed by Sue Conrad. When Sue was laid off from the Faculty of Education, we were lucky enough to convince her to work part-time for SMUFU. One of Sue's first jobs will be to establish a Union presence on the university's e-mail system so that members can be in easy touch with the union executive, and so that we can disseminate important information to members more or less as it is received.

Welcome aboard, Sue!

As reported in the October CAUT Bulletin, the Faculty Association of the University of Winnipeg voted 635 to 206 to take strike action to protect members rights to protections contained in the financial exigency and redundancy clauses of their collective agreement. The U.Man. administration and board is seeking the ability to lay off anyone without criteria or reasons, effectively reducing everyone to one year contracts at the pleasure of the administration, and eliminating serious protection of academic freedom.

One October 18, the faculty went out on strike in defense of their collective agreement. A letter of support has been sent from SMUFU. The CAUT Defense Fund (of which SMUFU is a member) is meeting to discuss financial support of the strike.

## U. of Manitoba Faculty on Strike

MOUNT SAINT VINCENT UNIVERSITY  
 FACULTY ASSOCIATION  
 166 Bedford Highway  
 Halifax, Nova Scotia, B3M 2J6  
 TELEPHONE and FAX (902) 457-6265

Dear colleagues,

On behalf of the members of the MSVUFA I appeal to you to support the Reciprocal Agreement. We think that this agreement, though not perfect, is a good one and worthy of your support. We believe it served our colleagues in your education department as well as in the education department at Dalhousie well when these education programmes were discontinued following government review. Under this agreement our association waived some of our usual requirements for appointments especially national searches in order to accommodate our displaced colleagues. Consequently all the 11 appointments made so far have been drawn from the pool. By contrast Acadia and St.FX, both outside the Reciprocal Agreement, accommodated only one person from SMU and two from the Teachers' College. We did this in good faith with the understanding that we would receive the same treatment when our turn came to seek similar accommodation.

We believe that ratification of this agreement by SMUFA will strengthen solidarity between our two associations and collegiality among our members at a time when we are facing genuine threats to our jobs and to the entire system of higher education in the province. We feel that article 8 of the agreement provides us much needed protection under these circumstances by guaranteeing that "no significant change in conditions of employment shall take place until...an agreement (between the employers and the unions concerned) is complete". I wish you all the best in your deliberations.

Joseph Tharamangalam  
 President, MS UFA

### Side letter from the University

This is the letter which the University has written by way of explaining the terms of the ACPDFGR.

Your Union Executive recommends that it be accepted.

This letter sets out the understanding of how the administration of Saint Mary's University considers the terms and conditions of the "Agreement Covering Programme Discontinuation Following Government Review" should be interpreted. We would be grateful for a response from the Saint Mary's University Faculty Union.

The ACPDFGR visualizes the possibility of two situations and provides a mechanism for faculty in either event.

- • partial or total discontinuation of a program which is imposed by the government or one of its agencies (such as NSCHE),
- • voluntary arrangements between or among Saint Mary's, Dalhousie, and Mount Saint Vincent Universities.

For the first situation, Clauses 1 to 7 of the ACPDFGR apply. For the second situation, Clause 8 of the ACPDFGR applies.

It is understood that Clauses 1 to 7 collectively provide options (i.e. voluntary early retirement see Clause 3b and 3c; and relocation - see Clauses 5 to 7) which are not available from the current Collective Agreement to faculty members affected by the first situation.

Affected faculty members may choose to take advantage of one of these options, or may choose not to do so. Whatever they choose, the provisions of the Collective Agreement regarding redundancy still apply (e.g. if, having chosen the relocation option, the affected faculty member is not offered a position by the successor employer, the faculty member retains all of the protection of the Collective Agreement). The ACPDFGR does not supersede the Collective Agreement provisions for redundancy.

Clause 8 provides additional protection for faculty members who may be affected by significant changes to conditions of employment which could result from voluntary agreements entered into between or among the three universities. Specifically, no such changes can take place without the agreement of SMUFU. We agree to treat such agreements as a change in the Collective Agreement requiring ratification by both parties.

J. Cohn Dodds, Ph.D.

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### Petition

The following petition has been received from members in the Arts and Science Faculties.  
October 10, 1995

We are more recent permanent appointees in the Arts and Science Faculties and we call for a vote on the Agreement Covering Program Discontinuation forthwith. We believe that only if the union members as a whole reject the document, should we consider establishing further committees or embarking on new negotiations.

While there is some merit in clarifying the relationship between the agreement and our existing collective agreement, the belief that universal protections can be enshrined in a subsidiary agreement with the administration is illusory. The government has clearly demonstrated its willingness to override such contracts with legislation. One only has to recall the wage roll back and step freezes recently inflicted on our members to understand that with sufficient political will our collective agreements are easily side stepped. The government desire for further substantial reductions in university spending is transparent.

Given these circumstances, the most effective way that we can begin to protect ourselves is to ensure that we have input into the manner in which reductions and amalgamations are undertaken. The agreement negotiated by the union executive on our behalf gives us that opportunity. It also provides a mechanism that will ensure an element of fairness in any future changes. The agreement should, however, only be seen as a starting point. What is also required is a vigorous defence of the academic integrity of our degree programs and research endeavours. We encourage the membership to focus their energy on these concerns rather than grasping for an unattainable security through side agreements with the administration. The present course of action will only create acrimony, internecine bickering and dissention among the members.

Again, we call for a vote on the Agreement Covering Program Discontinuation forthwith.

Michael Vance (History)	Edna Kesh POLITICAL SCIENCE
John Lee (Astronomy, Physics)	James Papp Political Science
Muhad/Walt (ASTRONOMY & PHYSICS)	Donna
David Cook (Astronomy & Physics)	Pauline
Ed Sign	P. W. Hadden (sociology)
G. Vahelz	
Luella Bontetian	
Susan Dawn Wake (Philosophy)	
Penny S. Sianhan (Litt. Studies)	