

# FACULTY UNION NEWS

## SAINT MARY'S UNIVERSITY

VOLUME 11, NUMBER 1

OCTOBER 2005

### THE PRESIDENT'S REPORT

#### Faculty Union Members:

In order to ensure that all our members are kept up to date about developments in SMUFU-Administration relations, I thought that it might be useful to the membership if I wrote a brief report to include in this week's newsletter. Those of you who attended the AGM last week will recognize much of what I have written here.

There are three broad areas of concern that have come to our attention in this year and all of them have implications for the next round of collective bargaining which is due to begin in the summer of 2006. These areas are benefits; retirement options; and finally the profusion of grievances caused by an overall shift in how the Administration is dealing with SMUFU and union related issues. Specifically, on the latter, there has been a rapid and noticeable decrease in collegiality at the University.



#### Benefits

In the last round of bargaining we agreed to a Memorandum of Understanding on Benefits that was designed to establish a process for the review of our benefits package with the view to making improvements. Despite the best efforts of Bob Konopasky and, more recently, Larry Haiven (our representatives on the University Benefits Committee), we were not able to achieve any progress with the Administration. As Mike Vance reported when he left the Presidency, the Vice-President Administration, as Chair of the Committee, suspended the effort to adhere to the MOU and without SMUFU's agreement unilaterally renewed the benefits package and declared benefits a

"management right". Subsequently, we launched a pair of grievances challenging the Administration's right to proceed in this fashion and withhold vital information from SMUFU and its members. In an effort to reconcile the issue, SMUFU has agreed to joint meetings with the Administration to work out both a new benefits plan, and a new governance structure. Vic Catano, Michael Vance and Bob Konopasky have agreed to sit on this committee and represent SMUFU. We have hopes that these meetings will lead to a satisfactory conclusion of the grievances.

Even with our progress to date, however, benefits will be a major issue in the next round of negotiation. In order to ensure that we are fully prepared, we will begin the process of member consultation in the near future.



#### Retirement Options

As Michael Vance highlighted in his outgoing President's report, we are continuing to work on the issue of retirement options for SMUFU members. In the last couple of rounds of negotiation we have tried to get the Administration to agree to more flexible retirement options for our members. For example, we tried to reintroduce an early retirement option last round but were unable to do so. We were, however, able to introduce some flexibility for those sixty and over in the Reduced Duties Clause. There are still a number of other concerns that we would like to address in the next round. These would include exploring the possibility of giving retirees post-retirement benefits - an option in many organizations. In addition, many members have indicated that they wish to continue their program of research after retirement, but that short of Emeritus status there are no formal mechanisms to allow them to do so and we will need to address this in the next round. I understand that a group of recent and

soon to be retirees is forming a retirees association in order to help accomplish some of these goals. SMUFU is completely supportive of this initiative and we are looking forward to working with this group in the future.

The lack of retirement options has also led several members to examine Article 10.1.10 c) v) that allows for post retirement contracts of up to three years in "exceptional circumstances." The clause was first introduced in the 2000-2003 agreement but has been the focus of considerable attention this year. When the Union was consulted on this we indicated that there was nothing in the language of the clause that would prevent the Administration from making such appointments, but that several of our members had expressed interest in the clause and that we would expect that the Administration would treat all such requests from our members equitably. The response we received was that the Administration did not wish to see the clause used to avoid mandatory retirement and that its provisions were not an entitlement but were entirely at the discretion of the Administration.

The dispute over 10.1.10 c) v) has pointed out to the SMUFU Executive that several of our members would like us to reintroduce provisions for flexible retirement options (that would include the ability to continue working after 65) in the next round of negotiations. As a consequence, we will also be polling the members to get their views on this issue and on the various options before we commence the next round.



## Grievances and Collegiality

The SMUFU Executive has been dealing with an inordinate number of grievances in the last few years. These grievances have dealt with the very important topics of academic freedom, tenure and promotion decisions, the provision of appropriate research resources, and benefits (discussed above). In addition, we have been forced to file grievances on a number of more mundane issues such as the provision of printed pay stubs, parking costs, tuition waivers, and reimbursements for professional development costs. Obviously, the first group of grievances deals with very important issues. Although many of these grievances involve specific individuals, and I cannot speak to them specifically, they are reflective of a lack of respect the Administration has for the *Collective Agreement*. Perhaps a stronger indication of this lack of respect is the number of grievances we have had to file in response to the

Administration's actions.

As we have previously announced, the Administration decided to stop providing printed pay stubs to all employees. Although this is not a major issue for most of us, it is important to note that this decision was made without consultation. In addition, the University is frequently citing "past practice" as an attempt to ignore clauses in the *Collective Agreement*. For example, one faculty member was denied a tuition waiver for a graduate program because of what was written in the agreements with the "other" unions on campus. We were also forced to launch a grievance when Financial Services arbitrarily decided not to honour some members' Professional Development Fund reimbursements. Most recently, we filed a grievance over the decision to increase faculty costs for parking. Again, although the dollar amount would not be significant to most of us, the principle is that the decision was made without consultation or consideration of SMUFU members. Fortunately, we have now settled this grievance. Although the price increase will remain in place, we will be getting a net increase of 17 spaces (from 90 to 107). Although we lost 7 spaces when construction began on the Science building, we will be compensated with 24 spots in the Science lot along the Robie St. perimeter of the lot.

Therefore, although this final grievance has been settled, it will not be the last. The SMUFU Executive feels this type of behavior reflects a lack of respect for both the letter and the spirit of the *Collective Agreement*. Some other examples of this lack of collegiality include:

- Health services was going to implement a policy whereby faculty, staff and their children would no longer be seen at the Health Clinic because they were too "time consuming". However, 1000 NSCAD University students were being added to the clientele. This was done without consultation with SMUFU or the staff union. The Administration apparently "just didn't consider" the impact on faculty and staff.
- Facilities Management's new policy of "fast tracking" requests by allowing departments to pay for normal maintenance and repairs out of their own budgets. No SMUFU input was requested on this new policy.
- The new policy on installation of air conditioning units. Now units will only be installed to protect sensitive equipment.

Again, no SMUFU representatives were participants in this decision process.

- The search committee for the Associate Vice-President and Registrar did not consult SMUFU. Such consultation is normal and expected before the appointment of any senior administrators (see Article 7.3.1).
- The search committee for a new Director of ITSS had not included a faculty member (again, see Article 7.3.1). We had to contact the AVP and make a specific request before a faculty member was added to this committee.
- The recently announced "Campus Master Plan Process" has 15 members and includes only one untenured faculty representative as a member.

We have recently begun a series of meetings with the President and AVP in order to begin to deal with some of these issues. Although it is promising that the Administration is willing to discuss these issues, success will be determined by how things change. That being the case, SMUFU members need to remain vigilant about issues surrounding collegial governance and decision making. If you become aware of a potentially problematic situation, please do not hesitate to contact me. We can only change an outcome if we get involved.

Respectfully submitted,

**Steven M. Smith**  
President, SMUFU



### The Annual Report (8.4.13)

Under the Collective Agreement, faculty members are required to write an *annual report* detailing the year's teaching activity, research and scholarly productivity, and service to the University and to the community. The impact of such a document is far-reaching.

For faculty on probationary appointment, the annual report provides the Chair and the Dean with an opportunity to provide feedback. And the content of annual reports submitted can be used in determining whether a probationary appointment will be renewed.

As well, the Administration is now including the annual reports and feedback on them in promotion and tenure files. If the feedback from the Department

and Dean is consistently positive, it is then difficult for either to argue against promotion or tenure.

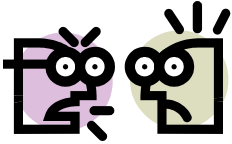
The annual report is also critical to the process involved in removing faculty from the standard 3-2 teaching load [Article 15.1.12 c)]. Should your Dean determine, based on the content of your annual reports over two years, that you are not actively engaged in research, he or she can recommend to the University Review Committee that you be assigned a 3-3 teaching load. If the recommendation is upheld, then you will be spending more time with your students and less time on your research.

Similarly, the annual report can be interpreted in the Academic Vice-President's decision on sabbatical applications. Note in particular [section 19.3.20 c) ii] how your "record of scholarship" according to your annual report can be one of the factors in determining the fate of your sabbatical application.

While most members of the Union give the annual report the seriousness it deserves, some have been less careful. As a result – a result that is wedged in your official files, the Union has been less able to argue convincingly on your behalf. Please take the time to ensure that "evidence of scholarship" is well-documented and clearly stated.

Article 8.4.13 (b) indicates what information should be included in an annual report. It is advisable that the information be listed in the order described in Article 11.1.14, since this is how the document would be read by the University Review Committee. If any member has questions or concerns regarding the preparation of annual reports, please do not hesitate to contact a member of the SMUFU Executive.

**Douglas Vaisey**  
Chair, Grievance and Arbitration



## Conflict Resolution Office

At any university, there will be conflicts – student-faculty, faculty-faculty, faculty-staff – that are not covered by collective agreements. Rather than have issues fester or escalate, the University has created the Conflict Resolution Office, a conflict solutions service whose aim it is to use informal processes to resolve interpersonal disputes.

The office is located in Room 416 of the Student Centre and is led by Bridget Brownlow, a certified conflict resolution specialist. She is the individual who receives complaints, assists parties in exploring issues, and uses various interventions to achieve informal resolutions. Each complaint is confidential -- which is to say that it is kept between the parties, and is not open to offices or individuals not directly connected to the complaint.

Initiating a complaint is a straightforward process. It is not necessary to file a written complaint in order to begin an *informal resolution* process. If the case is complex, however, you may be asked to submit some of the details in writing. Formal complaints must be initiated in writing.

Any complainant can reasonably expect neither retaliation nor harassment for having brought forward a complaint. Every complainant has the right to be advised of measures being taken, to determine his or her own level of participation in the process, and (if desired) to be accompanied by a person of choice at any proceeding.

There are equal protections for respondents, who will be treated fairly and equitably, who have a reasonable length of time in which to respond to a complaint, who can also be accompanied by a person of choice, and who can expect to have the matter addressed with the same confidentiality as the complainant.

Current data suggests that 70-85% of complaints can be resolved successfully through informal processes. Using an informal process as the first step increases the possibility of a successful outcome and, should the resolution fail and individuals proceed to a formal complaint, the use of an informal process at the very least indicates that a sincere effort has been made to work out a solution. In the previous Academic Year, 42 cases were successfully managed – 20 dealing with sexual

harassment and 22 dealing with organizational conflict.

Suggested reading is the *Policy on the Prevention and Resolution of Harassment and Discrimination* (August 2005). For further information, contact Bridget Brownlow (5113).

**Douglas Vaisey**  
**Chair, Grievance and Arbitration**



## How's My Teaching?

Is my teaching "Outstanding", "Satisfactory", or "Unsatisfactory"? These are the only three categories that can be used in the assessment of a member's teaching under the terms of our *Collective Agreement* [Article 15.6.10]. Whether your teaching is being evaluated or you are participating in the evaluation of a colleague's teaching, the assessment must place the performance in one of these three categories. "Pretty Good" or "Could be Better" are not acceptable categories.

In the last round of negotiations we agreed to an extensive new clause on the "Evaluation of Teaching Performance" [Article 15.6] that sets out both the procedures for evaluation and the categories of performance for that assessment. Members will note that the categories correspond to the criteria required for promotion and tenure. For example, in order to be eligible for promotion to Associate Professor applicants must demonstrate a "successful experience in university teaching" [Article 12.1.12] which corresponds to the "satisfactory" category under Teaching Performance.

The clause was designed to address the tendency of administrators to rely, in a rather inconsistent manner, on student opinion survey results as "the" measure of teaching performance. We inserted language in Article 15.6.12 that clearly states that 'course evaluations' provide only "one source of information regarding student experiences and degree of satisfaction with respect to an Employee's teaching performance." The clause further insists that the Union reserves the "right to challenge the use of information" derived from any course evaluation questionnaire. In addition,

Article 16.6.6 stipulates that “no person or committees assessing an Employee’s teaching performance shall rely entirely on information gathered from ‘course evaluations’ unless no other information has been provided.”

The onus is, therefore, on individual faculty members to provide any further information that could be useful in providing a full picture of the member’s teaching performance. Article 15.6 is helpful in this regard since it defines teaching activities [15.6.2] and outlines the type of information that should be consulted when evaluating teaching [15.6.6]. This would include, but is not limited to the following:

- (a) The type and nature of courses taught, including class size,
- (b) The nature of the subject matter,
- (c) The experience of the instructor with the course, and the number of new course preparations assigned to the instructor,
- (d) The quality and utility of pedagogical materials prepared by the Employee, the Employee’s contributions in the areas of pedagogical development and innovation,
- (e) The opinions of students, including quantitative summary information gathered through a “course evaluation” questionnaire as per 15.6.12 of this Collective Agreement,
- (f) Any and all information submitted ... by the Employee being evaluated, such as observations based upon classroom visitations (under Article 15.6.11 classroom visitations require the Employee’s advanced consent).

Our *Collective Agreement*, then, offers members considerable opportunity to contribute to the assessment of their teaching performance. It should be noted, however, that it also obliges anyone making an assessment of teaching performance to provide a statement identifying the information consulted and the results of the analysis of that information [15.6.9]. Ultimately, though, it must be determined if an individual’s teaching is “Outstanding”, “Satisfactory”, or “Unsatisfactory.”

If any member has any questions or concerns regarding the “Teaching Performance” clause, or any other article of the *Collective Agreement*, please do not hesitate to contact a member of the SMUFU Executive.

**Michael Vance**  
Past-President



## No Sweat--Little Progress

In March 2004, the Administration announced that Saint Mary’s had adopted a “Code of Conduct.” The Faculty Union has not endorsed this policy for a number of reasons. First, the committee designing the policy did not involve any students or faculty. Second, there are not sufficient mechanisms in place to ensure the effective enforcement of the codes or the monitoring of the suppliers. The policy then is more “feel good” than useful, and it is the Union’s view that it would be better to have no code at all and have people still active and interested in the issue than to have them lulled into a sense that the problem has been taken care of.

Saint Mary’s cannot even begin to address the issue of effective implementation unless it works in solidarity with other universities and with organizations like the Maquila Solidarity Network (MSN), which is dedicated to improving working conditions and ensuring fair wages in factories in the North and South. MSN has worked to put together model university codes and has recently published a list of all the Canadian universities that have adopted No Sweat policies. Tellingly, Saint Mary’s was not on that list, suggesting that there has been little contact between Saint Mary’s and what is considered to be the key organization in Canada on these issues. This issue of monitoring and enforcement is not unique to Saint Mary’s. While these problems are complex, they are not impossible to work through and MSN, working in collaboration with other organizations, has made several very useful recommendations.

On behalf of the Union, I have asked the Administration to give me an update on any developments with the No Sweat policy since its adoption, and I have asked where I might find the list of the suppliers that we are using, as public disclosure is one of the promises of the policy. The Bookstore and Procurement Services have been sending out letters to vendors requesting compliance and are setting up databases, but the Administration has not yet “discussed” what to do with vendors who are not in compliance or have not responded to the request for information. In their report on No

Sweat, MSN has strongly recommended that Canadian universities join both the Worker's Rights Consortium (WRC), a non-profit organization that tracks factories and suppliers and encourages compliance with labor codes, and the Fair Labor Association (FLA). The Faculty Union from the outset of the discussions of this policy has asked Saint Mary's to join both these organizations as part of the plan for effective implementation. Hundreds of American universities and several Canadian universities have done so. The Administration, without giving any clear reason why, has so far refused our persistent requests.

As school boards, cities, and universities increasingly adopt No Sweat policies, signaling the overwhelming desire of the public for products made in accordance with international labor standards, so the attention will, in fact, has already turned to the effective and collective implementation of these policies. We are hopeful that Saint Mary's will begin to address this issue.

**Teresa Heffernan**



### **What is the CAUT Defence Fund, and why is it important to me as a member of SMUFU?**

I will try to answer this question and provide a little information and perspective along the way. For the last three years I have been the SMUFU representative to the Board of Trustees of the CAUT Defence Fund, and for the last two years I have also served on the Investment Committee of the fund. The CAUT Defence Fund dates from 1978, and its founding purpose was to provide unionized Canadian academic staff associations with a unified strike fund. Since that time it has developed into a national support system for university faculty and librarians who are engaged in labour disputes and work stoppages. Formed of associations that are members of CAUT, it now has 33 member associations representing over 15,000 academics. Each member association appoints a Trustee (associations with more than 500 members appoint a second Trustee, and those with more than 1,000, a third). The entire Board meets in person once a year to oversee the management of the Fund but conference calls are held throughout the year to deal with individual association's requests for support from the fund. The most recent annual meeting was on October 1 in

Montreal which I attended on behalf of our union.

The Fund's resources come from two sources: member associations' dues (\$5.00 per member per month) and the interest which the Fund earns from its invested assets. The Fund's assets have grown from \$1 million in the mid-1980s, to about \$17 million in 2005. Since inception, associations have received payments from the fund on more than 20 occasions with the largest payout being the \$1.8 million in strike benefits and an additional \$600,000 in loans to the York University faculty in 1997.

The primary purpose of the CAUT Defence Fund is to provide strike benefits to associations while its members are engaged in a strike or lock-out. These benefits are paid as a grant to the association, to be used at the local union's discretion, usually as strike pay (which is non-taxable) for individual union members. Strike benefits paid to the association are currently set at \$60 per calendar day per member, and payments start on the 4th calendar day of the strike or lock-out. In addition, the local union, SMUFU in our case, may supplement the payments from the national fund from its own defence fund by providing benefits on the first three days of a work stoppage, additional payments per day above the \$60, payments toward health and other fringe benefit plans that may be required, and the many other costs associated with organizing and maintaining a strike.

While the primary purpose of the CAUT Defence Fund is to provide strike benefits it also:

- provides financial assistance to member associations which incur costs of mediation and/or interest arbitration in settlement of contract negotiations;
- provides financial assistance to member associations which incur costs in prosecuting employer actions alleged to be unfair labour practices or failures to bargain in good faith;
- provides assistance to defend the interests of those member associations whose collective bargaining and/or strike rights are removed or restricted by legislation;
- provides financial assistance to aid member associations engaged in a strike or lock-out, such as providing 6-month interest-free lines of credit to help with strike expenses;
- lobbies on behalf of associations on strike or lock-out;

- sends visitors from member associations to demonstrate in support of a member association on strike.

And, perhaps most importantly, the fund provides a significant negotiation tool. The size of a defence fund signifies the ability of a union to endure a long work stoppage if necessary. In the case of the CAUT Defence Fund it also demonstrates to the employer and the public at large that an impasse is not only a local but a nation-wide concern. The employer's bargaining team, who is aware that the union has access to considerable financial and other national resources, may be forced to take the union's position at the table more seriously.

Most of us are quite pleased with the fact that we have never had to resort to strike action but it is comforting to know that a large local, and national, defence fund acts both as a safety net in the case of a strike and also as a significant bargaining tool in avoiding a strike in the first place.

**Note:** Some of the material in this article was taken from the CAUT Defence Fund website. For further information go to: <http://defencefund.caut.ca>

**Jeff Power**  
Treasurer

### Vice-President nominated by acclamation

As of the close of nominations on Wednesday, October 11, 2005, we have received one nomination for the position of Vice-President, SMUFU.

Dr. Robert Konopasky is the sole nominee and is declared elected by acclamation.

**Douglas Vaisey**  
Chief Election Officer



The SMUFU Scholarship Committee has selected the following students for this year's scholarship award:

**Tracy Daley**  
**Michael Foote**  
**Susan Hannan**  
**Nicholas MacDonald**  
**Serge Samsom**  
**Josh Stewart**  
**Wynne Jordan**  
**Bianca Ridler**  
**Brad Robinson**

The awards will be given to the students at the President's Tea and Scholarship Reception on October 23, 2005.

**UNION LIBRARY**

The following items have been added to the library available to members in the Union Office:

**Reports:**

- 'Prevent Cancer Campaign', the Practical Manual for the Canadian Labour Congress,

**Newsletters:**

- MAFA Newsletter, September 2005
- AUFA Communicator, Vol. 12, No. 4, May 2005
- DFA Dialogue, Vol. XVIII, No. 2, April 2005

**CAUT Newsletters & Publications:**

- Time's Up! Mandatory Retirement in Canada
- CAUT Education Review, Vol. 7, No. 2, August 2005
- CAUT Legal Review, Vol. 6, No. 3, April 2005
- CAUT Legal Advisory, Bill C-45, February 2005
- CAUT Facts & Figures, Vol. 7, No. 4, July 2005
- CAUT Facts & Figures, Vol. 7, No. 3, June 2005
- CAUT Facts & Figures, Vol. 7, No. 2, April 2005
- Defending Medicine: Clinical Faculty and Academic Freedom, November 2004

**ON THE WEB****NEW SMUFU WEBPAGE DOMAIN NAME AND E-MAIL ADDRESS:**

The Saint Mary's University Faculty Union webpage domain name has changed to [smufu.ca](http://smufu.ca) and the e-mail address has changed to [unionoffice@smufu.ca](mailto:unionoffice@smufu.ca).



**Winter is an etching, spring a watercolor, summer an oil painting and autumn a mosaic of them all.**

- Stanley Horowitz

**SMUFU Executive 2003-2004**

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**Your Two Cents:****Submissions and Suggestions**

All SMUFU members are invited to contribute comments, news ideas and, yes, even written submissions for future issues of the Faculty Union News. Contact: Bob Cook – 420-5174 or Mike Vance 420-5766

**PLEASE NOTE FOR RETIRED FACULTY MEMBERS**

Faculty Members who have retired can obtain health and dental benefits through the CAUT's Follow Me plan at: <http://www.caut.ca/en/membership/benefits.asp>

**This plan is open to new retirees within 60 days of retirement and to past retirees, on a one-time only basis, between October 1 and December 1 of this year.**

The Follow Me Plan brochures are also available in the Faculty Union Office (MM206).