

MAFA NEWSLETTER

Mount Allison Faculty Association

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**It's only
206
days until the expiration of our two collective agreements...**

MAFA GENERAL MEETING AND PARTY

The MAFA general meeting will be held on Tuesday, December 8th at 1:30 pm in Avard-Dixon room G12. This is a fairly short meeting, where the appointment of the auditor must receive approval. There will also be updates on various activities in this pre-negotiating year.

The 25th Anniversary Party will start at the University Club at 4:30 pm. MAFA members and family members are invited. There is more information on the party in the following two items (below).

PRESIDENT'S MESSAGE

Classes now are over in the Fall term, and exams are about to begin. I want to wish "happy holidays" to all. Of course, for many of us, the "vacation" period is one of marking and course preparation, but it is still one of family and reflection.



On Tuesday is the MAFA party, and I hope everyone will be able to come out. There will be food and drink, and we will also honour some of those involved in the early days of the union. Founding a union and negotiating the first contracts took great courage and perseverance, and I think it particularly appropriate that MAFA, in conjunction with the CAUT, salute so many in this year, the 25th anniversary of the signing of the first collective agreement. Greg Allain, the past President of the CAUT, will be with us in

presenting the CAUT Dedicated Service Awards.

This Fall has been particularly busy. We have had several grievances, some of which have been resolved. The Employer seems to continue to have difficulty in following the collective agreement, even in cases where the agreement is clear and where the employer could achieve its stated aims easily. Our attempts to settle disputes before they reach a formal grievance have not been very successful – the Employer seems to do nothing until we grieve.

During the term, Peter Brown and I have been involved in the work of the FNBFA, which is attempting to change its governance structure and its activities in order to become a more effective organisation. A retreat was held in November, facilitated by Lori Morinville of the Alberta provincial association (CAFA), and action is proceeding on several fronts.

At the end of the month, Peter Brown and I attended the CAUT Council in Ottawa. We will make a fuller report in a later newsletter.

Rick Hudson, President

TEN MAFA RETIRED AND CURRENT MEMBERS WILL RECEIVE CAUT DEDICATED SERVICE AWARD

MAFA is pleased to announce that ten current and retired members will receive the CAUT Dedicated Service Award at the upcoming 25th Anniversary Celebration.

These include Geoffrey Carpenter, James Code, George De Benedetti, Gwen Ebbett, Berkeley Fleming, Virgil

Hammock, Thilo Joerger, Robert Rosebrugh, Tom Storm, Elmer Tory.

The CAUT award, which was established in 2003, was previously awarded to William Godfrey, Christine Storm, and Hans vanderLeest.

“Dozens of members made MAFA what it is, but our focus in selecting members to nominate was on those who were MAFA President, Chief Negotiator, or were a frequent member of executives and bargaining teams, particularly from certification until the 1992 strike” says MAFA President Richard Hudson. “It’s really inspiring to see how much all of these individuals contributed over so many years.”

GRIEVANCE REPORT

1) MAFA and the Employer have settled the union grievance initially filed on October 14, 2008 over the proposed appointment (to the MASA bargaining unit) of an IT Specialist in the Library. Members will recall from the last newsletter that this grievance had reached the arbitration stage and that a hearing had been scheduled for November 2nd and 3rd, 2009. On the second day of the arbitration MAFA and the Employer agreed to adjourn the hearing to negotiate a resolution of their differences. Bruce Outhouse, the chair of the three-member arbitration panel, acted as mediator. The settlement, which was signed on November 12, 2009, amends the posted job description to clarify the reporting relationship between the IT specialist and professional librarians, and guarantees that the work of the Systems Librarian will remain in the hands of a professional librarian.

2) MAFA and the Employer have settled the union grievance filed on October 26, 2009 regarding the compensation of part-time instructors who had been hired to teach half of two sections of one three credit course but were being paid only one half the rate of a three credit course stipend. The Employer has agreed that the division of the class into two groups of students who are taught at different times amounts to the creation of sections and that each section should be counted as a three credit course. The pay of the instructors will be increased accordingly, backdated to the start of their contracts.

3) The arbitration over grievances arising from the appointment of the Director of the Ron Joyce Centre for Business Studies (RJCBS) has been scheduled for March 24th, 2010. The three-member arbitration panel with be chaired by Milton Venoit of Nova Scotia, with Rick McGaw from the University of New Brunswick and Barbara Cooper, also from the University of New Brunswick, serving as sidepersons for MAFA and the Employer, respectively.

4) MAFA is currently investigating three new possible

grievances.

Loralea Michaelis

MAFA MEMBER ATTENDS CAUT CONTRACT ACADEMIC STAFF CONFERENCE

Last May, as the Unit 2 representative on the MAFA Executive, I attended a one-day conference in Ottawa organized by CAUT for contract academic staff on the theme of “Making Gains at the Table: Bargaining Towards a Pro Rata Model.”

The conference consisted of a combination of plenary sessions—including one featuring our Professional Officer Geoff Martin as a speaker—and practical workshops on negotiating collective agreements for part-time and contract faculty; ranging from such bread-and-butter issues as compensation and job security to tenure, continuing appointments and gaining recognition for research and service.

A particularly valuable aspect of the conference was the opportunity it provided for learning about the struggles for recognition and equity of contract academic staff in different parts of the country. University administrations throughout North America have responded to years of chronic government underfunding by rapidly expanding their use of underpaid part-time, temporary and stipendiary teaching staff at the expense of secure, full-time tenured positions; to the point that in the Canadian university system, part-time and “contingent faculty” now account for approximately 40% of all academic positions, a higher percentage than in the United States; while at some universities, such as Carleton and UWO, half of all courses are now being taught by non-tenure-track, contract academic staff.

With only one quarter of our faculty falling into the contingent, non-tenure-track category, and the recent creation of a part-time bargaining unit within MAFA with its own collective agreement, one could argue that Mount Allison is in a relatively favoured position. However, despite the undoubted gains that have been won at the negotiating table, we are still a long way from anything approaching equity for our part-time faculty. And as departmental complements are frozen or shrunk and student enrollments continue to rise, it is difficult to see how the administration can maintain the integrity of current academic programs without recourse to additional part-time and stipendiary positions.

CAUT believes that the most effective bulwark against the progressive degradation and casualisation of academic work is the implementation of a pro rata model of part-time employment: whereby part-time staff are treated as a percentage of full-time tenured faculty positions and

compensated accordingly, as opposed to the current practice of limiting their job description to teaching and “related duties.”

A number of speakers at the conference stressed the crucial importance of persuading full-time tenured faculty to actively support the efforts of their part-time colleagues to improve their position and raise their status within the university.

To MAFA’s great credit, this has never been an issue at Mount Allison, whose full-time faculty have endorsed the pro rata principle and always recognized the mutual advantages of presenting a united front with part-timers in all their dealings with the employer.

Rob Cupido

CAUT LIBRARIANS CONFERENCE REPORT - - NEGOTIATING FOR PARITY: CLOSING THE LIBRARIAN-FACULTY GAP

The biennial CAUT Librarians Conference was held in Ottawa in October. Keynote speaker Toni Samek, Professor at the School of Library & Information Studies at the U. of Alberta, opened the conference with a



passionate talk about academic freedom. Academic freedom entitles librarians to oppose attempts to censor, filter or otherwise reduce access to information, protects librarians’ freedom to carry out research and scholarship, and enables librarians to critique

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Retirees may have seniority rights to teach courses. Negotiation of these rights balance the interests of retirees with the interests of contract academic staff. The Part-time collective agreement at Wilfrid Laurier University limits seniority rights for full-time faculty to the first 12 months of retirement.

Post Retirement Benefits

Academic staff should have the right to continued benefits throughout their retirement on the same basis as employed members. The best contract language stipulates full continuation of benefits for retirees.

Retirees at Carleton retain continuous coverage with premiums fully paid by the employer. Retirees at McGill have the right to continued coverage for group life, health and dental insurance. The retiree and the employer each pay 50% of the premium. Language in the collective agreement at the University of Prince Edward Island ensures that retirees are covered on the same basis as before they retired.

The members of the collective bargaining committee are: Zoe Finkel (Chair), Helen Pridmore, Jeff Lilburn, Erin Steuter
Feel free to contact mafa@mta.ca with any bargaining ideas or suggestions.

employer decisions that interfere with the exercise of their duties. Dr. Samek emphasized that the work of librarians is education, not customer service. Achieving parity with faculty by having strong academic freedom clauses in our collective agreements is essential for librarians who, like their faculty colleagues, work together to advance and carry out the pedagogical missions of their universities.

CAUT Executive Director James Turk’s presentation included examples of attempts to de-professionalize librarianship by reassigning librarian work to non-librarians. He urged librarians to resist these efforts by working with their unions and by educating colleagues and the public about the costs to the educational system, to students, and to society of reducing librarian complement in universities.

A three-librarian panel examined parity in workload between librarians and faculty. Librarians at Laurentian University, for example, have had salary parity with faculty since 1979, but there are other areas where they do not. It was noted that the vast majority of academic librarians have research/scholarship components to their workload, but few have the conditions in place to carry out research. Unlike their faculty colleagues, for example, librarians do not normally get the equivalent of a semester to focus on research and scholarship.

Salary parity was explored further by CAUT Assistant Executive Director Neil Tudiver who reported on the situation at campuses where progress has been made on closing the salary gap.

Anita Cannon & Jeff Lilburn

Collective Bargaining Dialogue #3: Retirement

Retirement, a significant phase in an academic career, requires careful consideration of financial, professional and personal matters. With the gradual elimination of mandatory retirement in Canada, increased options are available to remain fully or partially employed past the age of 65. Collective agreements should provide appropriate support for members when they face the decision to retire. Experience at other academic staff associations demonstrates that good flexible retirement options can be achieved through collective bargaining.

Flexible Retirement



Academic staff should have reasonable options to plan for retirement that will suit their needs and circumstances. The collective agreement should clearly identify the retirement options starting at age 55 and continuing until the age a member chooses to retire.

Retirement Allowance

A retirement allowance is paid to members who retire before the standard retirement age, on grounds that the employer saves future payments at the high end and obtains funds to hire replacements at the lower end of the scale. Typically, retirement allowances are highest at age 55 and are gradually reduced to age 65. Members receive larger payments when younger because they forego more years of future earnings, and employers pay the higher amounts because the shorter period for paying relatively high salaries saves more money.

An early retirement option at Bishop's University pays retirement allowances to members 55 years or older with at least 15 years service. Retirees also receive a bridging payment until the CPP/QPP commences at age 65.

The formula at Mount Saint Vincent for "Voluntary Early Retirement" provides a salary payment of 25 percent for each year prior to age 65, with a maximum of 1.25 times salary, as follows:

Members taking early retirement shall receive: Annual payments to age 65 of 25% of pre-retirement salary to a maximum of 1.25 times pre-retirement salary; members retiring prior to age 60 shall receive a total of 1.25 times pre-retirement salary in equal annual installments until age 65.

Phased retirement

Phased retirement programs allow academic staff to reduce their workload gradually during the years preceding retirement, without impairing their pension and benefit entitlements. Most programs are for a three-year period. In exchange for agreeing to retire at the end of the three years, members typically have a reduced workload while retaining full salary and benefits.

Concordia's collective agreement provides full salary with a total workload reduction of 50% over a three-year period.

The plan at Bishop's University pays a total of 2.7 times salary over three years for a half-time workload. Members' pension contributions are based on actual salary received. The employer pays the additional amount required to keep the total contribution based on nominal salary.

Post Retirement Work

Many retirees receive support from the institution to continue their academic work, including office space, computers, email, library privileges, secretarial services, access to research funds, and administrative support for research funds.

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