

# **Mount Allison Faculty Association**

## **Bargaining Bulletin #2, 6 August 2019**

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### **1. Negotiations Thus Far**

Negotiations started on 13 June. Except for the first two weeks of July, there have been 2 or 3 meetings most weeks since then for a total of 11 meetings, with most meetings 2 to 3 hours in length.

### **2. Bargaining Unit Meeting: Wednesday August 14 at 11:00 AM**

You are invited to a meeting of the Full-time and Part-time Bargaining Units to discuss the status of negotiations. Members of the negotiating team will provide an update on progress made, major issues still outstanding, and the process of collective bargaining.

### **3. Employer unwilling to renew Memorandum of Agreement (MoA) on Sabbatical Leave Replacement**

### **4. Some MAFA Proposals / Revisions of Proposals**

- Revised proposal for process for conversion of stipends to term contracts
- Revised proposal for seniority for teaching instructors

### **5. Some Employer Proposals / Revisions of Proposals**

- Revised: MoA on Research Administration
- Not revised: disciplinary letters in Tenure and Promotion procedures; weaker restrictions on contracting-out in the library; greatly reduced sick leave protection following reoccurrence of the same illness. . .

### **6. Analysis: the proposed change to the T&P Committee**

The Employer has proposed to change the T&P procedures such that the Provost would assign a sub-committee for each applicant from a restricted pool of faculty members and appointed Deans.

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For members of the Full-time Unit and the Part-time Unit of the Mount Allison Faculty Association

## **1. Negotiations Thus Far**

Bargaining began on June 13<sup>th</sup>. In the first few sessions after the sessions devoted to process issues we spent some time making changes to the language of both contracts to remove pronouns such as “his/her” and “she/he” to ensure the Agreements are written in gender-neutral language. The changes are meant to leave unchanged the effect of the Clauses. All of the necessary changes have now been agreed except for one issue to be resolved in FT Article 23.

The Employer Team indicated that they would be unavailable for meetings from July 1<sup>st</sup> to July 12<sup>th</sup>. Negotiations resumed July 16<sup>th</sup>. As of August 1<sup>st</sup>, there have been a total of 11 sessions of bargaining amounting to some 25 hours of meetings with the Employer.

Some process issues in FT Article 14 seem close to resolution: members will be able to submit revised Activity Reports following the Career Development Review; some of the language from the related Memorandum of Agreement from last round will be added to the Collective Agreement.

As expected, almost all of MAFA’s other proposals were initially rejected. This is not unusual in bargaining. What is concerning, however, is that the grounds being provided for the rejections are not only the same as the Union has heard in the last few rounds but have often been delivered *in the very same words*. This may be the legacy of those of who held administrative posts in the past and whose influence appears to continue to shape labour relations at the University. Given the recent record of those labour relations, it seems unfortunate that the changeover in administration at various levels could not be more fully reflected in a new approach to some of the issues MAFA raises in negotiations.

Another issue of concern is the near uniform nature of the Employer’s “no”. Two of MAFA proposals have been identified as “of great concern”, including (not surprisingly) complement language but also (more surprisingly) language to set out a decision-making process for conversion or packaging of stipends into contract positions (see below). With a few exceptions, the remainder of MAFA’s proposals have been identified as unwanted by the Employer without much indication of the strength of the rejection. The problem this poses is that without some signals of which areas might be more likely to yield agreement, it is difficult to determine in what areas MAFA’s efforts to revise proposals would be most productive. MAFA’s own signaling of priorities may assist to focus the attention of the Employer’s efforts in revising proposals in the near future.

### **What happens next?**

Bargaining continues until we get an agreement.

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You are invited to a meeting of the Full-time and Part-time Bargaining Units to discuss the status of negotiations. Members of the negotiating team will provide an update on progress made, major issues still outstanding, and the process of collective bargaining.

### **3. Employer unwilling to renew Memorandum of Agreement (MoA) on Sabbatical Leave Replacement**

MAFA has proposed that the language from the MoA should be in the Collective Agreement. The Employer has indicated that they neither plan to include the language in the Agreement nor want to renew the MoA. The leave replacement process in the MoA was established to resolve a serious problem created some years ago after leave replacements had been reduced to unsustainably low levels. Given that the process that was agreed in the last round was the eventual culmination of a period of friction brought on by ill-considered decisions by administrators who have since been replaced, a lack of willingness to preserve this process is a very unfortunate development.

### **4. Some MAFA Proposals / Revisions of Proposals**

#### **REVISED: Proposal for first-right-of-appointment (FRA) for teaching instructors**

In response to some Employer concerns, MAFA revised the proposal for seniority in hiring for teaching instructors which significantly narrows the criteria for eligibility (FT 16.27 d)). The proposal is based on similar language from the Part-time Agreement. The Full-time Agreement permits a maximum of 5 teaching instructors.

#### **REVISED: Proposal for 16.02 b), Conversion**

MAFA Proposal (2019-08-01) for conversion of stipends into contracts. The goal is to regularize a process which is occurring arbitrarily now. There is a similar library-specific proposal for FT 19.

- 16.02 b) On the basis of Employer decisions regarding hiring into positions arising from Articles 5, 11, 12, 16, 18, 23, 25, 31, or for any other reason, a department or program may have been assigned one or more stipends. One stipend is for a part-time teaching position for the teaching of one course. Any department or program or combination of departments and programs may submit a conversion plan to the Employer. The conversion plan shall specify the details of the conversion of stipends into limited term appointments. The conversion plan shall specify the department or program for the appointment. A conversion plan may extend over more than one academic year such that stipends from one academic year may be banked for use in a conversion plan in a subsequent year. Within ten (10) days of the submission of a conversion plan, the Employer shall decide whether to authorize the creation of an appointment or appointments as specified in any conversion plan submitted under this clause. In deciding on which conversion plans to approve the Employer shall take into account the following criteria:
- i) the number of stipends to be used in the conversion plan;
  - ii) the record of failed searches to fill stipendiary positions in the department or program;
  - iii) the academic needs of the department or program;
  - iv) the number of conversion plans submitted to date in that academic year;
  - v) the number of conversion plans approved to date in that academic year; and
  - vi) the University's overall plan for hiring in that academic year.

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In the case where the Employer decides not to authorize hiring according to the proposed conversion plan, the Employer shall provide reasons for the decision, with reference to the criteria in this clause.

Please feel free to arrange to come to the MAFA office to look over our proposals.

## **5. Employer's proposals**

### **REVISED: MoA on Research Administration**

In response to MAFA's proposal containing a set of restrictions on the administration of research grants, particularly a requirement for timely notice before grant funds are reabsorbed, the Employer has proposed a Committee to study the issue more thoroughly before making recommendations. MAFA is willing to agree to this idea but, thus far, the sticking point is that MAFA believes that Part-time Employees could be involved in research (although not through stipend work as currently conceived in the Agreement) and the Employer does not want to include their concerns in the purview of the Committee.

### **NOT REVISED:**

#### **Employer proposal to involve disciplinary letters in Tenure and Promotion procedures**

There is a proposal to require letters of discipline to remain in official files to go before the T&P Committee Articles (13, 17, 20, and 35). This proposal flies in the face of the arrangements made to settle the long-standing dispute over performance evaluation which finally culminated in the Agreement of the last round, particularly regarding the use of student surveys, post-tenure review, and the career development review process.

#### **Employer proposal to weaken contracting-out language for the library**

In Full-time Clause 12.26, we now have language that prevents the Employer from contracting out work that is currently and historically done by our members in the library. The Employer is proposing to weaken this language. The primary issue appears to be the Research Help Desk (RHD), at which our librarian members spend time working one-on-one with students, faculty members, and the general public in answering their questions and helping them in finding and interpreting reference and research materials. The Employer suggests that relieving our members of this work will allow them to do other librarian duties. Instead of our highly-qualified members, the Employer may want to use members of other employee groups to staff the RHD, or offer access to an on-line librarian chat service, without regard for the fact that assistance with research at this university's library is best provided by the professionals at this university's library who are educated and qualified as librarians. Your negotiating team has opposed this at the table and instead has advocated for a return to the higher librarian complement of years past, which would allow adequate hours of operation of the RHD, equitable distribution of collection management in our many fields of study, and more time for librarians to support faculty assignments as well as do their own research and service. Were MAFA to agree to their proposal, there is no guarantee that the Employer would even maintain the current Library and Archive complement of seven positions, six of which are currently filled on a tenure-track basis.

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### **Employer proposal to weaken sick leave protection following reoccurrence of the same illness**

Currently, full-time, tenure-track members get six months of sick leave for an illness or disability, and the norm is that they either return to work before or at the end of this period, or they apply for and receive long-term disability (LTD) from Manulife if their condition persists beyond the six months. However, there is a third scenario, in which a member returns to work based on a medical professional's recommendation, and they either have a reoccurrence of the same illness or it turns out that they cannot sustain the return to work for the medium- to long-term. If a member returns to work for 31 calendar days and then the reoccurrence is diagnosed, they are entitled to another six-month sick leave period. Happily, serious illness is rare among our members, and the use of LTD coverage is also rare, but it does happen and we need to protect the rights of our members who may experience adverse conditions. Recovery from illness is aided by economic security and the resulting relief from financial stress.

Our existing system has been a good one because it has protected members from suffering worse consequences from an unexpected relapse or from a medical professional who made a mistake on the diagnosis or prognosis or was overly optimistic on the recovery. The Employer proposes to change this system. Instead of 31 days they propose that a member have resort to Employer-provided sick leave only if they have been back on the job for six months of "full duties". The Employer says that if the member cannot meet this threshold they must go on LTD immediately. Your negotiating team has objected to this time extension as well as the problematic lack of clarity in the definition of "full duties." In events taking place away from the table MAFA and the Employer are currently in disagreement over the meaning of "full duties," so it seems unwise to import the term into the sick leave provisions. In contrast, MAFA is proposing to improve the language on accommodation for members with disabilities in Article 11 to make it more collegial and to provide more detail and nuance in how the member, the Union and the Employer play their respective roles.

## **6. The Employer's Proposal for T&P Committees**

The Employer has proposed that the Provost will choose a specific T&P Committee for each faculty candidate from a pool of elected faculty members and appointed Deans. The discussion of this Employer proposal is drawn in part from MAFA's Bargaining Bulletin of November 13, 2013. See also a diagram of the two T&P Committee systems distributed along with the digital version of this Bulletin and attached to the paper version.

### **Our current T&P procedure:**

- The Committee consists of 4 elected faculty, 3 elected alternates, 3 Deans, 1 Provost
- The same 4 faculty members sit on all sub-committees; Deans vary
- Faculty members on the sub-committee are chosen by the entire faculty for their ability to serve, without reference to individual candidates

### **Employer T&P proposal:**

- The Committee consists of 9 elected faculty members, 3 Deans, 1 Provost
- 4 different faculty members are chosen by the Provost to sit on each subcommittee; Deans vary

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- Each subcommittee is chosen for the particular candidate under consideration criteria for this choice are not specified (aside from a requirement of cross faculty representation)

**Analysis of the Employer's T&P proposal:**

- Our current system of staffing the subcommittee is impartial because it is done without reference to the particular cases coming before T&P. We elect faculty to the Committee without necessarily knowing who the candidates for T&P will be.
- Because the Employer's proposed system of staffing the subcommittee creates a subcommittee "fitted" to each candidate, it raises the possibility that inappropriate considerations could enter into the selection of the subcommittee.
- This possibility is even greater because the Employer's proposal does not specify the criteria that the Provost must use in selecting members of the subcommittee (beyond the requirements of rank and cross-faculty representation).

It is a basic principle of justice that judges do not choose the judges.

- Having the same faculty members serving on the subcommittees for all T&P candidates ensures that the standards in the Collective Agreement are applied consistently in each year.
- Having faculty members serving overlapping terms on the subcommittees – "two on" and "two off" each year – for all T&P candidates helps ensure that the standards in the Collective Agreement are applied consistently from year to year.

The Employer's proposal also requires that the T&P Committee include 1 faculty member from each faculty at the rank of full professor. This would limit the pool of faculty members eligible to stand for election to T&P.

Unlike the last time the Employer proposed this change to T&P, there is no additional proposal from the Employer to change the composition of the Committee for Librarians' Tenure and Promotion in Article 20.

Our current system of T&P for faculty is more clearly just and more clearly workable than the Employer's proposed alternative. Those of us who will be applying for tenure or promotion under the next Collective Agreement deserve a process that is collegial, transparent, and fair. Those of us who will be serving on T&P Committees under the next Collective Agreement should be confident that our integrity will not be compromised. Processes bearing on tenure and promotion are sensitive and consequential for every one of us, and must be safeguarded against unnecessary and unproductive tinkering.

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