

Mount Allison Faculty Association

Bargaining Bulletin #3, 13 August 2019

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1. Negotiations Thus Far

Negotiations started on 13 June. Some initial progress on minor issues was achieved but no further substantive discussion of central proposals has occurred. The two parties are submitting a joint application for conciliation. The Employer side has stated that they are unwilling to discuss anything, until conciliation starts, that impacts (a) managements rights, (b) financial issues or (c) replacement or redistribution of duties with any implications for operational cost (which does not leave much to talk about).

2. Bargaining Unit Meeting: Wednesday August 14 at 11:00 AM, Dunn 113

3. The Employer's Five Worst Proposals: (i) clawback of sabbatical leave replacement process, (ii) clawback of sick leave benefits, (iii) distortion of performance evaluation process in T&P, (iv) upending the structure of T&P committees, (v) real wage cut.

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1. Negotiations Thus Far

Bargaining began on June 13th. Fifteen meetings held so far; almost 30 hours in total. All of the changes to ensure the Agreements are written in gender-neutral language have been agreed. Some process issues in FT Article 14 have been agreed: probationary members will be able to submit revised Activity Reports following the Career Development Review and before an evaluation; some of the language from the related Memorandum of Agreement from last round will be added to the Collective Agreement.

Some initial progress on these minor issues has been achieved but there has been little substantive discussion of MAFA's central proposals. The two parties are filing jointly for conciliation. Until the conciliation process starts, the Employer side is unwilling to discuss anything that impacts management rights, financial issues, or replacement or redistribution of duties with any implications for operational cost. Given the way that the Employer side defines those categories, this refusal does not leave much to talk about. MAFA plans to use the time until conciliation clarifying its proposals to try to reduce any remaining misunderstandings the Employer side may hold regarding the proposals and why they have been proposed.

The bargaining pattern of this round does not resemble the 2016 or 2010 rounds so much as it resembles the 2013 round. As suggested in the previous bulletin, this may be the legacy of those who held administrative positions in the past and whose influence appears to continue to shape labour relations at the University, possibly through the training and formative experiences of those who assisted in the past and have continued in their posts.

What happens next?

Bargaining continues until we get an agreement. In a few weeks, we will be joined in this process by a conciliator appointed by the Minister of Post-Secondary Education, Training and Labour.

2. Bargaining Unit Meeting: Wed. August 14, 11:00 AM, Dunn 113 (Wu Centre)

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. The Employer's Five Worst Proposals

(i) Clawback of sabbatical leave replacement process

The sabbatical leave replacement process was agreed in the last round to address serious problems. It was an improvement over the previous unsustainable approach to replacement. That the Employer is now backing away from this agreement is not a good sign for the success of these negotiations.

(ii) Clawback of sick leave benefits

A very disturbing proposal. See the previous bulletin for analysis.

(iii) Distortion of performance evaluation process in T&P

For the last four rounds of bargaining, stretching back to 2007, performance evaluation has been a central point of friction between the two parties. After the last two rounds – in which committees meeting over three years gradually worked out a new set of processes to which the Employer and Union could agree – it is unfortunate that this issue is being revisited by the Employer. The inclusion of letters of discipline in T&P process is not something that the Union could accept as part of the evaluation process.

(iv) Upending the structure of T&P committees

See the last bulletin (Bulletin #2) for analysis of this zombie proposal from the 2013 Round.

(v) Real wage cut

Inflation is expected to be between 1.8% and 2% per year over the next few years. Wage increases of 1% or 1.25% imply a diminishing standard of living and a decline in the ability of Mount Allison to recruit and retain faculty members as salaries here become ever less competitive with salaries at other universities.

4. MAFA Revisions to Proposals

Revision to definition of ‘consult’ and transfer language. New proposal:

- 1.01 d) The word ‘consult’ refers to engagement in a process of constructive consultation.
- 16.24 b) Following the assignment in an appointment letter of the department or program of an appointee pursuant to this clause, such assignment shall not be changed unless the Employer has engaged in a process of constructive consultation with:
 - i) the employee, and
 - ii) the originating department of program, and
 - iii) the proposed recipient department or program.

On request, any employee or group of employees consulted under this Clause has the right to be accompanied by a representative of the Union to meetings undertaken with the Employer in the course of the consultation.

MAFA’s understanding of ‘constructive consultation’ is that such a process permits the presentation of alternatives and requires consideration of any presented alternatives.

5. Part-time Issues in Bargaining

We were encouraged by the narrative from the Employer when our negotiations opened but we are sorry to say that has proven to be little more than rhetoric so far. Despite a serious need for changes, the Employer is currently not prepared to increase the number of full-time faculty nor to improve the conditions for sessional faculty. Indeed their solution to these issues is to maintain the workload of full-time faculty and maintain the status quo for non-permanent faculty. None of this is acceptable.

This overall attitude is puzzling and disturbing. The Employer side seems unaware of some key facts.

(1) Today, many sessional/part-time/contract faculty are far more experienced than the faculty of the past because of the extensive and growing practice of employing sessionals in lieu of full-time positions. In some cases sessional/part-time/contract faculty have longer service records than a number of current tenured faculty. The Employer also seems unconcerned by the fact that more than 30% of faculty are languishing in some status other than tenure-track and yet have extensive experience teaching. This is a group most of whose members are actively and energetically engaged in research, attending and presenting at conferences, and giving their all to building a career that is increasingly difficult to attain. Students and Mount Allison itself are the beneficiaries of all of this effort, yet the Employer has clearly overlooked this. This under-valuing of non-permanent faculty has become clear during this current bargaining process. And there has been a refusal, to date, to agree to any improvements to the compensation, benefits, or quality of work life for this group.

(2) There seems to be a complete lack of awareness surrounding the change that has occurred in the employment status of university faculty across Canada in the past decade. The hiring of non-tenure-track faculty has increased dramatically while the hiring of tenure-track faculty has waned. This is all in an effort to save money. Yet the Employer also refers to concerns for the quality of this teaching and the need to maintain the workload for full-time faculty in order to preserve what they see as the "quality" of the educational experience. In other words, they who authorize hiring (or not) appear to be finding fault with their own practices yet are refusing to make the necessary changes to address the implications of their own decisions. Addressing these issues would involve hiring more full-time faculty and improving the opportunities for sessional/part-time/contract faculty, which should include clearer career paths to more stable jobs.

At this stage, the Employer has failed to engage in serious discussion of the issues and the needed improvements for both full-time and sessional/part-time/contract faculty.

6. Full-time Benefits for Part-time Employees

MAFA has a proposal to improve the Health Spending Account for Part-time Employees. It is currently set at 4% of earnings; MAFA is proposing that the HSA be 5%.

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Even the existing HSA is sufficient to permit a PT Employee with two stipends to participate in the Full-time Health and Dental plans. One stipend is 9.25% of the current Assistant floor (74,140) which comes to \$6857.95. The HSA amount from one stipend is \$274.32 (4% of the stipend) so \$548.64 is the HSA amount from two stipends. That amount, \$548.64, exceeds \$481.20 which is the total annual premium for health and dental plans: \$34.21 is the monthly premium for single health plan; \$5.89 is the monthly premium for single dental plan. So a PT person teaching 2 courses could afford the current annual premiums for employees from the current HSA. The Employer would be paying the rest of the premiums and that's a monetary issue.

The Employer doesn't want to talk about money but, as we all know, almost everything in the Agreement involves money. Not wanting to talk about money equates to not wanting to bargain. PT members feel it's important to (re-)emphasize some of these points: allowing PT people to opt in to the FT benefit plan will, first, translate into a healthier workforce versus having people who can barely pay rent not to mention those living with chronic conditions who are having to scrounge to pay medical bills out of pocket. Secondly, this opt-in is an economical way for the Employer to help improve the quality of life for PT employees and it won't cost them a fortune. It is worth making the point that many PT employees at Mount Allison are not only long-term PT employees but also people who are continually looking for other jobs.

Is Mount Allison an educational institution that does not seem, at this moment, to be valuing education? The Employer should be treating our PT members with the respect they deserve for the value they are expected to bring to the students. The message at this time for our PT members is that the Employer wants the value of the PhD for the students but they don't want to pay much for it. Our members in this group should not be ignored. MAFA asking for increased remuneration and an opt-in to the benefit plan is a minimal ask relative to what the university is getting in return.

7. Contracting out in the library

MAFA is concerned about the employer's proposal about contracting out in the library (re: Clause 12.26). The Employer's proposal to remove the words "historically" and "at Mount Allison" would significantly weaken our Collective Agreement. This proposal is consistent with managerial attempts seen across the country to de-professionalize librarian work and assign librarian work to lower paid non-bargaining unit staff.

Members may have seen the recent Bargaining Advisory on Librarian and Archivist issues from the Canadian Association of University Teachers (CAUT). It is worth highlighting a few things from this Advisory here. The CAUT Bargaining Advisory refers specifically to the MAFA Collective Agreement and describes it as a model for others to follow to help resist employer attempts to de-professionalize the work of librarians. Some excerpts of note:

"Declines in the librarian and archivist complement can have a detrimental impact on their working conditions. A "do more with less" approach leads to increases in assigned workloads

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that cut into research and service time. This also allows and encourages the assignment of librarian and archivist duties to non-academic staff, which de-professionalizes the professions and negatively impacts the academic integrity of the institution. “

“De-professionalization can also be resisted through language that blocks the assignment of librarian or archivist work to non-bargaining unit members. A good example is from the Mount Allison collective agreement: [12.26] The Employer agrees not to employ non-members of the bargaining unit to perform duties in the operation of the library normally and historically performed by professional librarians at Mount Allison University except as specified below: i) persons excluded from the bargaining unit by Clause 1.01(n); and ii) other persons agreed upon by the Employer and the Union.”

https://council.caut.ca/sites/default/files/22._e_doc_3_caut-bargaining-advisory-bargaining-parity-for-librarians-and-archivists_2018-12council_2019-05.pdf

De-professionalization of librarian work has been a longstanding concern for librarians. This issue has been a major focus at CAUT Librarians conferences and has been discussed by two former CAUT presidents in their columns in the CAUT Bulletin (Wayne Peters and Penni Stewart).

MAFA members stand with our librarians. Contracting out of academic work needs to be resisted. ‘Dilution’ and ‘diminishing’ are not the best ways forward for the academic mission.

Further reading on this issue:

Jeff Lilburn’s report on the 2016 CAUT Librarians’ and Archivists’ Conference from the Feb 2017 MAFA newsletter: <https://www.mafa.ca/wp-content/uploads/2014/11/Newsletter-February-2017.pdf>

Academic Librarians Are under Attack (CAUT Bulletin 2009) by Penni Stewart, then President of CAUT <https://bulletin-archives.caut.ca/bulletin/articles/2009/12/academic-librarians-are-under-attack>

Academic Librarians Are under Attack (CAUT Bulletin 2011) by Wayne Peters, then President of CAUT <https://bulletin-archives.caut.ca/bulletin/articles/2011/10/academic-librarians-are-under-attack>

8. MAFA’s proposal for accommodation of disabilities

Why folks should care

Disability is often overlooked as a justice issue, despite the fact that roughly one in five Canadians have “one or more disabilities that limited them in daily activities.”¹

¹ Statistics Canada, *Canadian Survey on Disability, 2017*, <https://www150.statcan.gc.ca/n1/daily-quotidien/181128/dq181128a-eng.htm>.

For youths aged 15-24 years, 13% or 540,000 had disabilities. This is not too far off of the Meighen Centre's report that approximately 12% of Mount Allison student population is registered with them.² Many of us have been involved in conversations about improving accessibility for undergraduate students and work with our students and the Meighen Centre to ensure that they have the accommodations that they need for our classes.

Disability is also an issue for faculty and librarians. We do not have exact numbers for the prevalence of disability within academia, given the pressures against disclosing disability.³

Faculty members and librarians are expected to maintain a very high level of productivity. As Waterfield, Beagan and Weinberg note in a recent study of the experiences of Canadian academics with disabilities, "According to the Canadian Association of Professionals with Disabilities (2015) the notion of professional implies expert, leader, specialist – which is widely perceived as incommensurable with disabled person. Disabled people are expected to be recipients of professional attention, not professionals themselves" (Waterfield et al., 332).

This is particularly striking when we recognize that anyone could develop a disability at any time. Multiple sclerosis, for example, an unpredictable chronic illness with significant physical and mental symptoms, often begins between the ages of 20 and 40 – a time when the lives and employment situations of many academics are precarious as it is.

Disability is often thought of as an individual problem, along with the responsibility to manage and navigate it. Because disability is thought of as an individual problem, when the individual academic has difficulty managing, they (or their disability) is seen as to blame. But what if the process itself could be made easier? What if disabled academics could be better supported?

Waterfield et al. [337] state "Rather than offering processes and potential proactive solutions to make the university environment accessible for disabled faculty, the administration expected faculty to manage and account for their disabilities by themselves – taking time and energy away from other aspects of their careers, thus becoming part of a disabling social and institutional context".

² Senate Committee on Students with Disabilities, *Report to Senate May 2019*. The report specifies that 90% have "invisible disabilities" including learning disabilities, ADHD, ASD, and mental illness; 8% have physical disabilities including chronic health and traumatic brain injury; less than 2% have hearing impairments, less than 1% have visual impairments, and there were 32 temporary disabilities, including concussions. These numbers may not be reflective of this age group as a whole.

³ From Statistics Canada from 2012: "Just over one-quarter of Canadians with disabilities who were employed reported that their employer was not aware of it. Among the working-age population with disabilities, 24% required modified hours or days or reduced work hours." *Canadian Survey on Disability, 2012*, <https://www150.statcan.gc.ca/n1/daily-quotidien/150313/dq150313b-eng.htm>. Brown and Leigh 2018 discuss the issue of disclosing.

What MAFA is proposing

Ensuring that all of us have what we need to do our work for the university should count as work for the university, in the same way that prepping for teaching counts as part of the work of teaching. This is why MAFA is suggesting the following language within Article 11:

- (a) The parties recognize that employees with physical and mental disabilities as defined in the New Brunswick Human Rights Code have a right to reasonable accommodation and that the duty to accommodate is a tripartite responsibility requiring the active participation of the Employer, the disabled employee requiring accommodation, and the Union. The duty to provide reasonable accommodation extends to the point of undue hardship on the Employer, which must be defined based on concrete evidence and on a case-by-case basis taking into account all relevant factors. The burden of proving undue hardship lies with the Employer. The Employer's duty to accommodate as per this clause may include, but is not limited to, any necessary adjustments to physical work space, variation of model of delivery of courses, re-arranging teaching and/or meeting schedules, changes to duties in the operation of the library, modification of an employee's work assignment and modification of the time requirements for tenure and promotion in order to remove barriers that limit the employee's ability to meet the accepted standards. This clause shall be interpreted with the understanding that accommodations require the cooperation of the employee, the Union, and the Employer in working together to achieve a reasonable outcome. The accommodation process will take into account both (i) the experience that employees with a disability, including chronic illness and conditions that fluctuate in severity, have regarding the specific forms of support that will allow them to best perform their duties and (ii) relevant expertise, including medical expertise and expertise regarding workplace accommodation, in jointly determining appropriate accommodation.

- (b) The parties further recognize the labour undertaken by an employee with a disability or chronic illness in developing competence in the way in which the disability or illness and possible accommodation plans will affect the employee's professional responsibilities, processes for evaluation and promotion, and other aspects of the employment relationship. Such labour represents service to the University as defined in Clause 1.01. Since the point of an accommodation plan is that the disability or illness affects part but not necessarily all of this relationship, accommodation plans shall involve the flexible reassignment of workload. The parties recognize that full time academic work does not require that an

employee with an accommodation for a disability or illness teach a standard teaching load or teach only in a narrowly-prescribed mode of delivery. Where an accommodation requires a reduction in teaching duties, the employee's professional responsibilities may be re-bundled such that professional duties are reallocated from teaching to research and/or service. Such reallocation does not necessarily imply diminished compensation or benefits. In developing a proactive and reactive accommodation plan that is responsive to fluctuating severity of the condition or conditions for which accommodation is required, the Union, the Employer and the employee shall engage in the following two-step process: (i) first, determine if the employee can perform their existing job as it is; (ii) second, if the employee cannot, then determine if they can perform their existing job in the bargaining unit in a modified or re-bundled form. To the extent possible, an accommodation plan should not be inconsistent with an academic career development trajectory arising from the employee's training, qualifications, and previous experience and research plans.

The remainder of MAFA's proposal spells out the steps for constructing a suitable accommodation. The proposal is intended to achieve some goals important to those who are experiencing disabilities; not least among them are:

- ensuring MAFA's regular involvement in ensuring reasonable accommodations for faculty and librarians with disabilities. [Note that this is accord with human rights law anyway]
- recognizing the different components of the work that our members do and incorporating flexibility in how job duties are structured
- identifying a process for ensuring appropriate accommodation plans
- recognizing the lived experience of the disabled and taking them seriously.

Most importantly, MAFA's proposals are aimed at treating disability as something that is part of human life and that is included with sensitivity within the Mount Allison community.

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

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Thank you!