

FA Executive July 1, 2013 – June 30, 2015

President:	Jacqueline Holler
Vice-President:	Erik Jensen
Past President:	Lee Keener
Secretary & Member-at-Large	
SLI representative:	Julie Howard
Treasurer:	Wendy Fellers
Members-at-Large:	
Faculty representatives	Ken Prkachin
	Stephen Rader
	Matt Reid
Librarian representative	Eleanor Annis
Term representative	Jason Morris
Grievance Officer:	Fiona MacPhail
Executive Director:	Donna Plourde

Newsletter Highlights:

- *President's Message*
- *How Do We Arrive At Collective Agreements?*
- *CAUT Defence Fund Membership*
- *Your Dues and the Future of the Association*



Membership Information Session on Bargaining Proposals

Wednesday, September 17, 2014
5:00 pm – 6:30 pm
5-123 Gathering Place

Fall Annual General Meeting

Friday, October 10, 2014
12:00 noon – 1:30 pm
Location: TBA

both sides took a break to study one another's proposals for several weeks in August. We were back at the table on 21 August and continue to meet. Thanks to the many members who attended our closed general meeting last week; we look forward to discussing our proposals with you further at our information session on the 17th.

Many associations across the country have been negotiating this summer, and it was interesting to see the developments at various tables. Perhaps the most unusual development was at Windsor, where faculty and the administration began bargaining in May. With negotiations progressing slowly, and the old agreement expired (as of 30 June 2014), the administration threatened to alter terms and conditions of employment if a new agreement could not be reached by 8 July. Letters of support from faculty associations across the country appeared to have dissuaded the employer, but on 22 July it made good on its threat, taking the unprecedented step of imposing the final offer as of 28 July. The parties are now in mediation after weeks away from the table.

Elsewhere, there's more positive news, with other associations successfully concluding agreements. Brock, Carleton, and Saskatchewan association members have all ratified agreements cementing a number of positive gains, including in career progress, equity, and compensation. Most noteworthy of these is Brock, where the Employer sought significant changes to the existing agreement. Brock could have gone the way of Windsor. Bargaining began at May in both places, and made little progress. But there, talks continued. Pre-conciliation mediation began on 6 August, led by Peter Simpson, until recently of CAUT and now with the Ministry of Labour. Within a week the parties had a tentative agreement—one that retained and enhanced the rights of Brock faculty.

Clearly, there are many lessons to be drawn from these experiences, but a critical lesson is the importance of solidarity both within and among associations. Another clear message is that, in times of public-sector austerity across the country, many administrations are looking—or are pressured—to alter collective agreements to enhance management rights and limit compensation.

One right university administrations do not enjoy, unlike corporate employers, is possession of the intellectual property of faculty. Your teaching materials, like your scholarship, are yours. You may, as many faculty do, choose to share them in the spirit of collaborative pedagogy; but the choice is yours, not the employer's. At UBC this year, the administration attempted to expand its rights by arrogating to itself the right to all previously shared materials. That is, while the administration verbally recognized faculty copyright, it stated that materials shared in a number of ways, including posting to websites or content-sharing platforms, were subject to "sharing" with other instructors unless the creator specifically and explicitly restricted their use. (Or, in the words of the policy, "UBC may, through its Faculties, Departments and individual Instructors, use, revise, and allow other UBC Instructors to use and revise the Teaching Materials to facilitate ongoing offerings of Credit Courses.") In the furor that followed (and the issue remains unresolved), it became clear that the intent



A MESSAGE FROM THE PRESIDENT

*Jacqueline Holler, President UNBC-FA
Associate Professor and Chair, History Program*

Welcome back to another fall semester. I hope your summer was productive and revitalizing. As I write, I have just returned from a luncheon with new members. This is always one of the highlights of the year, and meeting new FA colleagues is, like welcoming new students, an exciting part of September.

As you know, we've also returned to negotiating after

behind the policy was not to facilitate sharing among faculty (which happens anyway), but to enable the administration to “repurpose content” (in its own words). However desirable this might be as a “business model”, it militates against the practice, traditions, and rights of university faculty. We have seen no similar processes at UNBC, but the incident is another reminder that the rights we enjoy as faculty are not to be taken for granted. So please do continue to share your teaching materials with your colleagues; but do so knowing that it is *your* decision, not anyone else’s, as to whether or not, and with whom and how many, you share.

I wish you all a very enjoyable autumn and a productive, successful fall semester. See you in the halls.



ARRIVING AT
COLLECTIVE AGREEMENTS
*Ted Binnema, UNBC-FA Chief Negotiator
Professor, History Program*

There is an old saying that “laws are like sausages; it is better not to watch them being made.” Perhaps the same is true of collective agreements. Certainly it is true that many things said at negotiating tables are best not known outside the room. However, members of unions should understand the basic processes involved in producing collective agreements. Given that people who work at universities are intelligent and inquisitive people, many Members of the UNBC-FA are probably curious about what is going on right now at UNBC.

One important thing to know about UNBC is that Faculty Agreements have been negotiated here since 1994. Those Agreements have always had standing as legally enforceable documents. They have also looked, in many respects, very much like Faculty Agreements in the unionized university sector in Canada. This is not the case in all non-unionized universities in Canada, but it is important for you to understand that it is true here. Because of these circumstances here then, when the Faculty Association became a union on 29 April, almost the entire 2012-14 Faculty Agreement could have been incorporated into the first collective agreement.

Just as the actual Faculty Agreement had always been very much like a Faculty Agreement in the unionized sector, the process for negotiating the Agreement does not necessarily change much after unionization. When a new collective agreement nears expiration (or, as in our case, a first collective agreement needs to be negotiated) the employer (in this case the Board of Governors of UNBC) and the union (UNBC Faculty Association) appoint bargaining teams. Those teams then develop contract proposals. But it would be reckless for a bargaining team to develop its proposals in a vacuum. In the case of the union, it is crucial that bargaining teams be directed by members of the bargaining unit, and with the executive committee of the bargaining unit when they develop their contract proposals. Essentially, contract bargaining teams for both sides derive a lot of their power at the table from

the degree to which they can convince the team on the other side of the table that they have a strong mandate for the proposals they are putting forward. That is why it was so important to us that our Members voted in such large numbers to unionize, participated in such numbers in our surveys, and spoke with such a unified voice in those surveys. As you know, our surveys, for several years now, have shown that salaries and workload have been the top two issues for the overwhelming majority of our Members.

In possession of a mandate from Members of the bargaining unit, the bargaining team of the union then develops its specific proposals. It normally does this by researching other agreements. This is because the existence of certain provisions in similar workplaces adds weight to a proposal. It is not that novel provisions never make their way into collective agreements, but employers and unions are understandably wary of provisions that have not been shown to work in other places.

Once both sides have developed their proposals, each side presents their proposals to the other. Then the negotiations begin. Negotiating properly is very structured and disciplined. In the unionized environment, the parties have certain legal obligations about how they conduct their negotiations. But the actual process is dynamic. This is where the analogy to sausage making is most apt. However, it is not true that negotiating consists merely of trading one party’s wishes for the others party’s. Neither, however, is a proposal accepted by a party just because it has some consistent logic and reason behind it. But, when a party has their proposal rejected by the other party, the first party is justified in demanding an explanation from the other side. That party then weighs the merits of the explanation. It must also consider whether the body it represents (the employer or the union membership) will accept that explanation. If the bargaining team accepts the explanation and revises or backs off its proposal, it must then be prepared to explain why it did so. Just how compelling the explanation is depends in large part on how important the issue was to the principals (in this case, the Board of Governors or the Membership of the FA). For example, if the UNBC FA’s bargaining team abandoned a central goal of the union’s Membership and Executive, it would normally need to have a very good explanation for doing so. On the other hand, if it abandoned a proposal that the Membership and Executive cared relatively little about, the Executive and Membership would probably scrutinize the decision less carefully.

Once the two bargaining teams have reached an agreement, that agreement must be ratified by the parties each side represents. In the case of the UNBC FA’s bargaining team, the team must present the tentative Agreement to the UNBC FA Executive. The Executive then votes on whether to put the Agreement before the Membership for a ratification vote. If they decide to do so, the tentative Agreement is put before the entire Membership of the Association. A majority of votes in favour of that Agreement ratifies the Agreement from the perspective of the Union. A positive vote on the part of the Board ratifies the Agreement for the Employer.



Photo provided courtesy of the University of Northern British Columbia

Freedom of research and the socially useful application of its results are dependent upon social factors. This explains why the scientists can exert their influence not as professionals but only as citizens. It further explains why scientists have an obligation to become politically active in the interest of free scientific research. They must have the courage, both as teachers and publicists, to enunciate with clarity their hard won political and economic convictions. Through organization and collective action, they must attempt to protect both themselves and society from any infringement upon the freedom to speak and the freedom to teach, and they must ever keep a vigilant eye in this field.

Albert Einstein

Source:

Einstein on Peace (1968) edited by Nathan and Norden
(<http://trove.nla.gov.au/work/12877644?selectedversion=NBD2945>).



**WELCOME TO THE CAUT
DEFENCE FUND**

**Wendy Fellers, Treasurer UNBC-FA
Lecturer, School of Business**

UNBC-FA is a New Member of the CAUT Defence Fund:

On July 30, 2014 the Board of Trustees of the CAUT Defence Fund unanimously approved to accept the UNBC Faculty Association as a faculty union member.

The Defence Fund provides support to over 50 faculty unions across Canada with essential financial, political and psychological support as needed. This support might be in the form of assistance for mediation or

interest arbitration costs, interest free loans to cover costs of premiums for insured benefits should they be disrupted by a strike or lockout, costs of prosecution for unfair labour practices or failure to bargain in good faith or lobbying on behalf of the association with assistance in media and communications strategies.

The concept of this Defence Fund began in 1978 and has been incorporated under the laws of Canada since 1992. The Defence Fund resources include faculty union membership dues and income earned from investment assets. The assets in the investment portfolio are currently worth over \$20 million. The CAUT Defence Fund is independent of CAUT and is governed by a Board of Trustees, with representation from each faculty member union.

(see: <http://defencefund.caut.ca/>)

The primary purpose of the Defence Fund is to provide strike benefits to associations while its members are engaged in a strike or lock-out and experiencing loss of wages. The Defence Fund provides \$84 per day per member seven days a week starting on the 4th day of a strike or lock-out.

To belong to the Defence Fund, the UNBC-FA pays monthly dues of \$5.25 per member, or \$63 per member per year. In addition, the UNBC-FA paid an one-time initiation fee of \$20 for each FTE member on record at the time of application to the Defence Fund in July 2014.

What is the role of the CAUT Defence Fund Trustee?

The UNBC-FA is represented by an elected Trustee who serves on the Board of Trustees.

The Trustee serves for a two-year term and represents the voice of the UNBC-FA. The primary duties of the Trustee are to approve applications for strike benefits and administrative issues of the Fund. Attendance is required at an October annual meeting and the Trustee will be called upon to participate in regular conference call meetings. The Trustee term normally begins and expires in October. The Trustee is required to report to the membership on relevant issues regarding management and administration of the Defence Fund.

The Trustee serves a very important role for the UNBC-FA and a call for nominations to serve as the UNBC-FA's Trustee will be sent out shortly.



Photo provided courtesy of the University of Northern British Columbia



YOUR DUES AND THE FUTURE OF
THE ASSOCIATION

Most academic staff associations assess dues of their members on the basis of a mil rate applied against academic staff salaries. A mil rate of 11 is equivalent to 11 dollars on each thousand dollars of salary. It can also be thought of as a percentage: in our case, 1.1%. Dues are paid on pre-tax income and are tax-deductible. If you look at your pay stub online, you'll see a 1.1% deduction under the "Deductions before federal tax" section.

Association Dues Rate Comparison:

Mil rates across the country vary from as little as 5 to as much as 18; variation relates to a number of contextual factors including but not limited to size of membership and union status. Small associations tend to have higher mil rates because of the economies of scale that benefit large associations; unionized associations tend to have slightly higher mil rates than do non-unionized ones. Please see below a list of the mil rates of the comparator faculty associations identified by the bargaining team and accepted by Vince Ready in the February 4, 2014 interest arbitration.

As at May 2014

UNBC	11.00
Acadia	11.00
Brandon	16.00
Lakehead	10.50
Lethbridge	7.30
Mount Allison	14.00
Prince Edward Island	9.00
Regina	11.50
St. Francis Xavier	8.00
Trent	13.00
Average	11.30

Executive Committee Recommends a Mil Rate Increase:

On 15 July 2014, the Executive Committee moved to recommend to Members a mil rate increase from 11.00 to 15.00. The Executive motion will be discussed at the October 10th general meeting. A subsequent ballot vote will be conducted according to the UNBC-FA constitution, which specifies that:

11.2 Active members shall pay dues in the amount set by the Executive and approved by a majority of those members voting in a mail ballot.

The last increase in the UNBC-FA mil rate was in 2007, when the rate was increased from 8.50 to 11.00 to enable the Association to build its then-depleted reserves. Our mil rate is within the mid-range of comparator mil rates of 7.30 to 16.00, while the proposed increase will put us near the high end. So it might reasonably be asked why we require this increase

now.

First, the Association's dues income has not been increasing over time, while its service obligations and fiduciary responsibilities have continuously escalated. Your dues represent about 99% of the UNBC operating budget revenue, with the remaining 1% attributed to interest income on term deposit investments. Static or declining dues income is thus a major concern for the Association.

UNBC-FA Dues Revenue:

Fiscal Year	Dues Revenue
07/08	\$225,110
08/09	\$231,376
09/10	\$259,442
10/11	\$248,587
11/12	\$247,543
12/13	\$247,332
13/14*	\$267,091
14/15**	\$253,000

*unaudited as at 12 September 2014; includes retroactive adjustments for the period 1 July 2012 – 1 July 2013

**estimated

Second, the low salaries of UNBC relative to those at comparator institutions mean that our dues income is relatively low compared to incomes of similar associations. UNBC average salaries are approximately 21% lower than those of comparator institutions. With a mil rate of 11.00, the Acadia Faculty Association (for example) will command higher dues income per member than will the UNBC-FA, simply because individual salaries are higher.

Third, while your FA *collects* dues based on UNBC salaries, the dues UNBC-FA *pays* to other national and provincial organizations are based on provincial and national averages. UNBC-FA is a member of the national body CAUT (Canadian Association of University Teachers), provincial body CUFA-BC (Confederation of Faculty Associations of BC) and now the national CAUT Defence Fund. UNBC-FA pays membership dues to these organizations with your dues. Because the mil rates calculated by these organizations are based on the national and provincial average (mean) academic staff salary for each rank, the UNBC-FA has to pay proportionately more of its income in dues than do many other associations whose members' average salaries more closely approximate (or exceed) national and provincial averages.

Fourth, the UNBC-FA's operating expenses and commitments have increased as have its services to Members. The UNBC-FA Constitution, since 2006, has bound the Association to allocate 25% of its dues to the Grievance, Arbitration, and Negotiation Fund. This strategy has been very successful in growing the Association's reserves and ensuring its continued ability to defend its members' rights. Because the "G&A" fund



University of Northern BC Faculty Association

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is so healthy, we were able to pay the costs of arbitration without imperiling the financial health of the Association. But devoting that much of our income to reserves limits our ability to meet our operating expenses and, in particular, restricts the essential services we are able to provide our Members.

Currently, your dues are spent on the following categories:

Grievance and negotiations:	25%+
Membership dues to national and provincial organizations:	23%
Administrative & Operating costs:	2%
Salaries and benefits:	38%
Conferences & Training:	6%
Meetings & Events	2%
Insurance, academic freedom fund donation	4%
FA Lounge, and other donations	

The Executive Committee has approved a provisional 2014-2015 Operating Budget, with a mil rate of 15.00, subject to your ratification.

Seven years after our last dues increase, the Executive Committee is asking for a mil rate increase to keep up with inflationary pressures and to maintain member services and operations of the Association.

We urge all Members to attend the discussion on 10 October and, most importantly, to submit mail ballots and participate in this important member decision.