

NEGOTIATIONS AND 'NEGOTIATIONS'

Andrew Brook, President

Although formal renegotiation of our Agreement does not commence until April 1st, both parties have been engaged in drafting proposals and exchanging them for over two months. Some of the more significant Association proposals have been reported already; a complete summary of all proposals will be distributed to the membership after Council has finished its consideration of them. This summary will be available before the Annual General Meeting in April, to give members a chance to discuss the proposals with members of the Steering Committee and Council. If you wish to discuss them now, your Council member has a complete set of all proposals approved to date.

Among the proposals presented to us by the Administration, the most important have to do with:

- * Salary Policy (ceilings on ranks)
- * CDI Criteria (same as criteria for promotion)
- * Merit (merit funds drawn entirely from CDI denials)
- * Rights and Responsibilities (new features reported elsewhere in this Newsletter)
- * Travel (no money at all for hotels or meals)
- * Financial Stringency (essentially no change from present Article 17)

Many of these proposals are clearly unacceptable as they stand, since they run strongly counter to the Association's policies and proposals on the same subject.

The Administration has also told us that they disagree with some of our major proposals:

- * CDI Guidelines (we emphasize teaching too strongly)
- * Term Appointments (they wish unfettered flexibility; young academics should be used as the Administration sees fit)
- * Definition of the Unit (they wish no expansion of the unit to academic personnel not now in the unit; they also wish to exclude a few people now in the unit)

The CDI Guidelines were published in the October Newsletter. Our other proposals are available from the CUASA Office or from Council members.

Thus formal negotiations will begin with some sharply defined disagreements on matters of some import.

Our Negotiating Committee will consist of P. Finn (Business Agent), S. Jones (Salary), B. Rutland (Benefits), D. Sida (Terms and Conditions), A. Tilson (Grievance Issues), J. Wilcox (Appointments and the Unit), and A. Brook (Chairman). It will also be supported by a back-up Committee consisting of the Steering Committee members augmented by members of the Association with negotiating experience, chaired by D. Sida, our President-Elect.

The Administration's team will consist of G.R. Love (spokesman), R. Wendt, J. Downey, L. Tobey and G. McStravick. The members of both teams have been centrally involved in the discussions to date, through the Joint Committee.

REPORT ON CUASA SPONSORED TAX SEMINARS

Barry Rutland, Staff Welfare Chairman

Charles Hebdon, the OCUFA/CAUT tax consultant, conducted a series of informational seminars at Carleton on March 4th. Since retiring from the University of Toronto's Commerce Department 6 years ago, Professor Hebdon has devoted much of his time and energy to battling the Revenue Canada dragon on behalf of the academic community. He takes a decidedly militant approach to tax problems, constantly pressuring the authorities for favourable interpretations of the tax law, of which he has an awesome command.

The three sessions focused on non-employment earnings (royalties, contracts, consultancies, etc.), grants and rental income from a principle residence while absent on sabbatical or other leave, and financial preparation for retirement. The forty or so CUASA members who attended learned, among many other things (i) that it is worth-while claiming for office space in one's home, supplies, equipment, etc. against anticipated earnings from a book or outside contract; (ii) that one can be a "non-resident" while in Canada and a "resident" while not in Canada and there are particular tax advantages to each status; and (iii) that the Ottawa District Taxation Office is uniquely nasty in its treatment of sabbaticants research claims.

In conjunction with Professor Brook's account of negotiations to date, for your information we have printed below excerpts from the employer's proposal on "Rights and Responsibilities" (the original Article 15 is in your copy of the present Collective Agreement).

15.1 ... In addition to their civil rights and civic responsibilities the primary rights and responsibilities of employees relate to their performance of an appropriate combination,* of the activities indicated in this Article.

(*Note the deletion of "although not necessarily all", which has an important repercussion later in the Article, especially 15.8.)

15.2 (f) A faculty member shall not miss, cancel or terminate scheduled instruction except in the case of sudden illness or emergency and even in such cases shall make every effort to have his/her chairman and students notified. Instruction so missed shall be re-scheduled after adequate notice to students. In other circumstances, subject to the approval of the Chairman, arrangements for a substitute must be made in advance of missing scheduled instruction.

(This replaces the present 15.2(e) so that the conditions under which classes could be cancelled, even if re-scheduled, are reduced from the present "good reason" to only "sudden illness or emergency". So much for some members' research programs, or even for attendance at some crucial committee meetings. Note: in other clauses this proposal also affects Instructors, while that section for Librarians is so far reserved for later negotiation.)

15.2 (g) It shall be the responsibility of each faculty member to maintain the qualifications required to support effectively the programs of instruction and research the department, with Senate approval, has decided to pursue.

(This is an addition, to which several questions occur: e.g., the equity of this applied to an individual whose department decides to change its curriculum to the exclusion of his/her specialization.)

15.2 (h) Faculty members shall comply with established procedures and deadlines for reporting and reviewing the grades of their students and other such procedures and deadlines as may be necessary for the well-ordered operation of the University. Faculty members shall accept responsibility for participation in the effective operation of the University including the academic counselling of students, supervising at examination times and assisting at registration time.

(The present 15.2(f) - deletion of a clause, following a list of faculty's administrative-supervisory duties such as exam proctoring, that now permits the chairmen to exempt the individual from any such chores for "sound academic reason".)

15.7 (a) When addressing themselves to the community-at-large, members of the academic staff retain the rights and responsibilities which flow from the exercise of academic freedom. In oral communications members should disassociate the University from their views as individuals and in written communications either omit mention of their affiliation or disassociate the University from their views.

(The underlined portion is an addition. And this disassociation from the University has, in the view of your negotiators, both good and bad implications.)

15.7 (b) (iii) The present 15.7(b)(iii) is essentially duplicated by the proposed 15.7(b)(iv) printed below, but is preceded by a new clause governing both paid and unpaid outside activities:

(iii) Written notice being received by the individual concerned indicating that the Dean has granted permission.

(iv) The employee shall provide the appropriate Dean with the information necessary to monitor the activities of employees engaged in unpaid outside activities and shall ensure that such activities do not interfere with the normal duties of the employee.

(Presumably the Dean's written approval, under this proposal, must come before the individual could engage in any outside activity, paid or unpaid. And if the activity is paid, apparently it is not likely to interfere with your normal duties.)

15.7 (b) (vii-viii) Other additions relating to outside professional activities:

(vii) In relation to paid outside activity the employee shall disclose to the Employer by signed declaration or a copy of his/her income tax return the amount of earned income, and return to the University for deposit in a fund for the support of research within the employee's Faculty all income above the ceiling established for his/her discipline pursuant to clause (viii) below.

(viii) The Dean of each Faculty, after consulting as he/she may deem appropriate, shall within one (1) month of the signing of this agreement establish the ceilings for the various disciplines represented in his/her Faculty.

15.8 The parties agree that the failure of an employee to live up to the responsibilities set forth in this article (Article 15) shall constitute non-performance of duties.

(Note: combine this with the proposed 15.1.)

Jim Wilcox, Information Officer