

CUASA Summaries

Of Proposed Articles For Negotiations On A New Collective Agreement

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Complete copies of proposed articles are available from Council Members.

Article 26: Teaching Evaluation Summary

In order to allow for the objectives of Senate's policy on Teaching Evaluation and yet ensure the protection of academic freedom and individual rights, the Association is proposing a list of those items which may be evaluated (how well the course was organised, whether assignments were fair and relevant, etc.) and very carefully constructed rules on how evaluations shall be administered and how resulting data shall be aggregated and may be used. Our proposal encompasses both student evaluation and peer evaluation and forbids the use of any teaching evaluations of any kind which do not satisfy the requirements of this Article.

Article 33.4: Interest Arbitration Summary

The Association is proposing, as it has in both previous negotiations, that in the event the parties cannot agree on salary and/or other monetary provisions any disagreement on such matters be submitted to an arbitrator for resolution. The Association is proposing a method whereby each party submits a final offer to the arbitrator, who must choose one or the other offer as submitted. His choice is final and binding. Only disagreement on monetary matters could thus be settled by arbitration.

The Association is proposing this mechanism because it is a fair and rational method of settling disputes, and because it is an alternative to the traditional method of escalating sanctions which can end in a strike. Under the regime of arbitrating disagreements, strikes are impossible.

Article 28: Dues Checkoff Summary

The Association is proposing that the machinery of dues check-off continue as in the present contract, that the option of diverting dues to a charity be available to those who already use it and to new appointees (if they satisfy the conditions), but that it not be available to those who neither already use it or are new appointees.

CDI Guidelines

The Association's proposal for guidelines to govern the award or denial of CDI's is, in all but minor detail, the one published in the October Newsletter.

Article 30: Grievances Summary

There are major changes in the Association's negotiating position.

- The introduction of promotion grievability, the appeal to be made to the Senate Tenure Committee.
- The introduction of procedural rules governing hearings held by the Grievance Committee.
- The introduction of clear procedures for the progressing of Association grievances.
- Simplification of the complaint stage of the grievance procedure.

Bargaining Items Relating Solely To In- structor Employees: Summary

(In general there has been an attempt to bring procedures into line with those used for faculty, where appropriate, and to develop criteria appropriate to instructor members.)

Appointments

New and continuing employees shall be categorised into one of the following:

- primarily classroom teaching (Arts, Law, Commerce),
- Instructors in Psychology,
- Positions governed by individual job descriptions.

Renewal of Appointment

Re-appointments are considered by departmental appointments' committees which will make a recommendation to the Dean, who in turn will make a recommendation to the President. Non-renewal will be griev-

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PRESIDENT'S REPORT

This Year And Next

J.A. Brook

At the time of writing this, we have had two full days of negotiations concerning the new Contract, to begin July 1. The two sides have agreed on Financial Stringency — we will retain the Article in the present Agreement — and seem close to agreement on a number of other important Articles, such as Grievance and Teaching Evaluation. In short, the negotiations have got off to a promising start. We expect, however, that the going will get a lot tougher when we turn to salary issues, probably about a month from now.

The Annual General Meeting was held April 12. I should like to devote the remainder of this Report to a summary of some of the comments I made there.

1. The Association

At present we have 568 members, about 87% of the unit, the highest percentage in the Association's history. Sixty-six people pay dues but are not members, down from about 100 at the beginning of the year. Twenty-one people pay the equivalent of their dues to a charity.

2. Negotiations Over The Year

This year we have had major rounds of negotiations. Last summer we negotiated under a salary reopener. In addition to very satisfactory cost-sharing arrangements concerning our Benefits Plans, we achieved a commitment to rationalize salaries and engage in long-range career planning. The former commitment will, hopefully, bear concrete fruit in the current round of negotiations. The latter one is not as far advanced as we would like.

Last summer also marked the first time the parties have negotiated over salaries on the basis of a (nearly) open budget, so that, while we did not secure the raises we would have liked, at least we knew we secured as much as the budget could reasonably bear. It appears the current round of negotiations will also see fairly free information concerning the University budget.

Despite the willingness of the parties to improve our Guaranteed Housing Loan Plan, the AIB again stuck its oar in. Maybe that organ of inequity and capriciousness will soon end.

3. Negotiations Outside Of Collective Bargaining

The Association has, in the past year, attempted to negotiate on a number of matters not covered by our Collective Agreement. As would be expected, our achievements here have been more mixed.

i) *Travel Policy.* As a result, in part, of our efforts, travel funding is now more equita-

ble across the University, but levels of funding are still pitifully low.

ii) *Statute Review*. The Association has prepared not one but two large briefs expressing our views on how Carleton University's Act should be revised. Since this process is nowhere near completion, it would be premature to report on where our views have been accepted and where not.

iii) *Bringing People into the Bargaining Unit*. The Association has attempted to bring three groups of academic staff into the bargaining unit who are now outside it. In one case we succeeded. The other two are still pending, but the University initially refused our request.

iv) *Transferring from Full-time to Part-time Status*. The Association has been able to persuade the University to change its provisions governing such transfers in the way our members contemplating such a move requested.

v) *Foreign Student Fees*. The Association, in common with the Students' Association and numerous other Carleton groups, made representations opposing the government's policy on foreign student fees. The Board decided to raise them anyway. We will continue to press the government to reverse its policy.

vi) *Brief to OCUA*. The Association will be represented on the University's delegation to the OCUA hearing at Carleton May 6. Our brief will discuss funding disparities in the system, the problem of no jobs for young academics, pensions, and ... foreign student fees (again).

vii) *Term Appointments*. The Association made representations on behalf of some of our members on term appointments. We got nowhere, but have proposed in the current round of negotiations an Article which, if accepted, would solve many of the problems these people experience.

viii) *Workload and Career Development Assessment Guidelines*. The Association has proposed arrangements to govern Career Development Assessments and Workload. So far the Administration has not agreed to either, but both proposals are on the table in the current round of negotiations.

4. Services To The Membership

This year we have greatly expanded the range of services we offer to our members. In addition to a strong, well-funded grievance service (see below), we have set up the following:

- i) Tax seminars, especially aimed at sabbaticants and those coming up to retirement
- ii) Personal property insurance (car, house, etc.), at reduced group rates
- iii) CUASA Scholarship and Bursaries (three in total each year)
- iv) Benefits Handbook (with the cooperation of the Personnel Office)
- v) Internal Working Group on Priorities for Allocating Funds

5. Grievance Services.

The Association's Grievance Administration Committee, currently chaired by Professor A. Tilson, English, is now backed by a substantial Academic Defence Fund, so that we have the resources to pursue individual grievances to arbitration where nec-

essary. The Committee consists of a number of trained lay advocates, so that members may avail themselves of expert help in resolving complaints or grievances which may from time to time arise.

6. External

i) *Laval*. The special increase in dues to support our colleagues at Laval was, on the whole, well-received. The office received about half a dozen expressions of disapproval; in addition, about 100 members of the unit exercised their right not to take part in this activity. The Association was able to send a total of about \$25,000 to Laval — a small amount compared to what the Universities in Quebec raised, but the largest amount raised by any Anglophone university.

ii) *CLC Day of Protest*. The Association decided that participation in the day of protest was properly a matter for individual consciences. Some members participated, most did not.

iii) *All-Candidates Meeting*. The Association sponsored a not-well-attended all-candidates meeting in connection with the Ottawa-Carleton by-election. We also wrote to all the candidates in the December municipal election, placing the concerns of academics before them.

iv) *Relations with Government*. The Association has made numerous representations and took part in lobbying efforts concerning: research funding, the creation of the new granting councils, the Fiscal Arrangements Act, and the refusal to admit Professor Gunder-Frank to Canada. In each case CAUT initiated the actions. In the area of research funding, the Canadian academic community has enjoyed a modest success. This Association has forged strong links with the Conservative caucus, in particular with Walter Baker.

7. Next Year

Despite a lot of work, we have not made the progress we would have liked in the areas of Pensions and Long-Term Disability Benefits. The former is a major problem and probably can be solved only on a province-wide basis — the reason for our lack of success. In addition, the dismal logic of our salary structure: stable numbers getting older every year — makes policy for the long-term development of careers at Carleton imperative.

One important function of an Association such as ours is to anticipate situations damaging to individuals before they occur, and prevent them, or at least negotiate provisions which create the possibility of future redress. This function, though it needs an infallible crystal ball, ought to continue to command a lot of the Association's attention.

The last two years the Association has been able to achieve a fair amount. This success, though far from perfect, creates a danger, paradoxically enough, the danger of the Association running ahead of the membership. That those of us active in the Association have been able to achieve some things which the membership desired must not lead us to think that we know in advance what the membership would want in any given new situation. The drafting process this spring, the results of which are reported elsewhere in this Newsletter, has involved some 35 members of the Association

as well as the 40-odd members of Council. Hopefully this process will continue to ensure that the initiatives taken by the Association are the initiatives which a broad majority of the membership would wish.

If I may end on a personal note, I should like to express, on behalf of the whole Association, our appreciation for the excellent services of our Business Agent, Ms. Patricia Finn, and Secretary, Ms. Barbara Smith. Without their help, a great deal less would have been accomplished.

I should also like to express my appreciation to the Steering Committee and Council with which it has been my pleasure to work. In line with the increased democratization of the Association, there has been a devolution of major responsibilities onto individual members of the Steering Committee (though of course final decision-making has continued to be in the hands of Council). Every member of the Steering Committee has thus carried a considerable workload this year. Every member has done so successfully. As one of the persons from whom the responsibilities devolved, I should like to express my appreciation to each and every one of them.

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able. Main criterion for renewal will be teaching effectiveness at or above the norm.

Confirmation

Appointment must be confirmed by end of sixth year or the appointment will be terminated. Cases for confirmation will be considered at both the departmental and faculty levels. Automatic consideration for confirmation takes place in fifth year of preliminary appointment (in line with lecturers). Years of service, prior to the formation of the bargaining unit, shall be counted towards eligibility, at the employee's discretion. Main criteria for confirmation will be teaching effectiveness, professional development and conscientious performance of non-teaching duties.

Promotion

Instructors shall be considered for promotion both at the departmental and the faculty levels. Consideration for promotion from Instructor I to II is automatic in the employee's third year of service and from Instructor II to III in the employee's fourth year in Instructor II rank. Previous years of service shall be credited at the employee's discretion. Outside of the automatic schedule, Instructors may apply for promotion. For promotion to Instructor II, the main criterion will be the effectiveness with which the employee carries out his principal duties at or above the norm. For promotion to Instructor III, achievement at or above the norm shall be expected in teaching and professional development as well as conscientiousness in performance of other duties.

Transfer to Faculty Ranks

Applications to transfer will be considered by both the appropriate departmental and faculty committees. For a transfer, reasonable evidence will be required that the applicant has achieved a level of teaching effectiveness, performance in research or scholarship and proficiency in assigned non-teaching duties normal for the faculty rank and position in rank to which the person has

applied to be transferred. There will be no loss of salary and faculty appointment will be with tenure if the Instructor held a confirmed appointment.

Dismissal

Before dismissal proceedings start, two written warnings must be received by the Instructor. Dismissal shall be for just and proper cause.

Criteria of Assessment

Largely dealt with under previous headings. Lack of achievement in, or capacity for, research shall not be held to the disadvantage of an instructor employee, although if it is undertaken, research and/or scholarship may be rewarded by accelerated progress.

Workload

Workload shall not exceed about 35 hours per week, averaged over eleven months. About three quarters of the load shall be devoted to teaching, and/or, as appropriate, job description duties. The remainder of the time shall be for professional development with a small amount of time for duties involving departmental committees etc. Maximum of 3 different preparations per Fall/Winter term and 4 in any one year. Vacations shall be arranged in consultation with Chairman; at least 2 consecutive weeks during July and August and a full calendar month every second year.

Instructors in Arts, Commerce, Law

Maximum course load will be four full credit courses in any 12 month period, with a maximum of 12 contact hours. Coordination of a multi-section course shall be the equivalent of teaching one full credit course. All teaching commitments may be discharged in Fall/Winter terms, at the employee's discretion.

Other Instructors

Workload will be as specified in their job description (Psychology as in their submitted proposal).

Sabbatical Leave (With Librarians)

Instructors shall be eligible to apply for sabbatical leave and, if successful, eligible to take it with the same frequency and under the same conditions as faculty employees. The application will be considered by an *ad hoc* committee (Dean, Chairman and peer) and shall be judged solely on its feasibility and on whether it conforms to the purposes for which sabbatical leaves are intended.

Terms and Conditions Of Employment And Leaves (Article 20): Summary

The principal changes involve spelling out in greater detail the provisions for leaves of absence, with or without pay, and for maternity leave to be fully with pay. In particular, persons on leave of absence without pay will have their positions protected in so far as being eligible for all salary increments negotiated and retain membership in benefit plans. Similar protection applies to those on partial leaves. We have asked for the employer to support financially those undertaking programs of retraining "in order to effect internal transfers and to provide for a higher level of instructional flexibility".

Promotion (Article 10): Summary

The proposals call for the grievability of promotion decisions and to place the final decision in the hands of the promotion committee rather than requiring them to merely recommend to the President. Wherever a recommendation against promotion is given, no matter at what stage, the candidate shall be given reasons in writing which shall be "expressed in sufficient particularity to allow an individual to reply from the facts of his/her own case". Instructors will be assessed at the departmental and faculty levels and provisions for obtaining reasons and for grieving non-promotion are the same as for faculty. Years of service at Carleton for Instructors prior to certification are to be included in promotion considerations. (Librarian proposals are not ready.)

Academic Development Fund (Article 19): Summary

A fund equal to about five hundred dollars per head to be set aside for professional development in the form of travel, research, materials and services, computer time, subscriptions to journals and professional societies, etc. Each member would be eligible to receive a three hundred dollar grant, but the rest would be pooled and allocated in the form of small grants for specific projects. This fund would have the advantage that the money would not be taxable and would also act as a stimulus to professional and scholarly activities.

Sabbatical Leave (Article 21): Summary

In the last Collective Agreement the Administration pledged itself to consider more frequent sabbaticals, and a subcommittee was set up to consider the feasibility. The present proposal is the result of that study, namely, that sabbatical leave is taken every six years with a very much higher rate of remuneration (85%). This would have the effect of reducing the number of staff on campus in overstuffed departments, but in those which have heavier workloads provision is made for the Administration to delay the leave for one year with an additional penalty of 15%. There is provision for Librarians and Instructors to be eligible for sabbatical. The half year leaves continue to remain as alternatives.

(N.B. Most Ontario Universities have sabbatical remuneration of 75% with suitable additions for delays for several years, ours start at only 60%.)

Summary Of Benefits Articles

Responses to the questionnaire indicate that most members, while conscious that improvements can be made to benefit levels and cost-sharing, are generally content with present arrangements. Therefore, the Association will seek to consolidate gains made in the last round of negotiations, rather than bargain for alterations that might detract from more direct forms of compensation. The essence of the benefits proposals are:

(1) Article 20.7 (Guaranteed Housing Loan Plan): No change from the current situation until the AIB changes its act or goes away.

(2) Article 20.8 (Free Tuition): Changes — (i) make it applicable to *all* courses, not just credit courses, and (ii) liberalise the definition of "dependents" to include *all* university age children including those by former marriages who are no longer financially dependent on the employee. Addition — work with the Administration for reciprocal agreements with other institutions.

(3) Article 22 (Benefit Plans): This is considerably altered from Article 22 in the current Agreement to incorporate Memoranda of Agreement and spell out certain past practices.

Article 22.9(a): An addition that specifies our benefit plans and the status of each.

Article 22.9(b): Establishment of a bi-lateral committee to monitor all plans and propose improvements.

Article 22.10: Increases the benefits under Long Term Disability to at least 85% of salary, up to a maximum of \$2000 a month, with indexation to scale increases.

Article 22.11: The bi-lateral committee to review the Dental Plan and recommend alterations (if any) by December 1st, for implementation in the new year.

Article 22.12: Continuation of the cost-sharing arrangements agreed upon last September. The right of Quebec residents to receive the equivalent of the University's OHIP contribution is made explicit.

Article 22.13: Clause (a) continues the right of individuals to avoid redundant coverage; Clause (b) is an addition that gives Quebec residents the option of withdrawing from the Extended Medical and receiving an amount equal to the premium as salary to assist in meeting the costs of Quebec medicare.

Article 22.14: Amended to extend the free athletic facilities to immediate family members.

Article 22.15: (Pension Plan) In line with the current OCUFA initiative on academic pensions, alterations to the corresponding article in the current agreement require the administration to co-operate with CUASA and with interested external bodies in improving our pension provisions, including joining a wider plan (e.g. a public service plan), if that should be deemed advantageous.

Article 22.16: Indexes our pension benefits to the scale increases achieved by the bargaining unit.

Article 22.17: A new Article, specifies the health benefits received by those on retirement.

Article 9: Résumé

This proposal is easier to think of as two — one, essentially an edited version of the earlier Appointments' article; the other, a new section covering reduced time appointments.

The editing includes:

(1) Some clearer requirements on advertising vacancies, especially for positions in the Library;

(2) A further emphasis on the preferential hiring of Canadians, namely a restriction against creating job descriptions that place Canadians at a disadvantage;

- (3) A guarantee that salary levels for new appointees recognise their age, experience and other qualifications;

- (4) And a definition of instructors that does not exclude research wholly from their duties.

For regulating advertising and preferential hiring of Canadians, the proposal calls for Senate to establish an Appointments Review Committee.

Both new and current employees would qualify for reduced time appointments, but in the former case only at workloads of half-time or more. The proposal stipulates:

- (1) That salary will be pro-rated according to the reduction in *total* workload, not just the teaching when that is the only portion reduced;
- (2) That sabbatical leave will not be delayed, but at a pro-rated stipend, unless the individual elects to wait longer for a full stipend;
- (3) That full coverage by all employee benefit plans will continue, including the cost sharing arrangements prevalent for full time employees;
- (4) That a person working on such an appointment will be assessed solely with respect to the reduced workload;
- (5) And that a reduced time appointee has the opportunity to resume full time status if qualified for a vacancy.

No employee could be forced into a lower workload and hence lower pay; a reduced time appointment *only* if accepted in writing by the individual.

Article A: Definition Of The Unit — Résumé

The Association's proposal for defining the limits of the bargaining unit has two broad purposes, protection of its present members, and inclusion of some individuals whose job responsibilities are reasonably similar to those academic duties already covered by our Collective Agreement.

- For the present members, the proposal
- (1) specifies that *all* academic work, whether or not tied to credit curricula, is relevant to the unit, a point left only implicit in the current Agreement,
 - (2) provides continuing protection for any full time employee wishing to reduce his or her workload, *even below* the level required for *entrance* to the unit,
 - (3) and sets controls on the University's right to sub-contract academic work to individuals or groups other than our members.

With respect to expansion of the unit, the proposal would include such individuals as those included

- (1) in any sort of curatorial or archival position, several of which already exist,
- (2) in the development and adaptation of curricula,
- (3) in the development and supervision of laboratory programmes,
- (4) and in the field work ancillary to the University's academic offerings.

There are currently only a few such positions, most of them already covered by the Support Staff (CUSSA) Union. The motive of this proposal is not aggrandisement, but a wish to give improved protection and benefits to some employees more logically associated with the interests of CUASA.

Finally, the proposal also regulates the freedom of the University to hire part time academics, e.g. sessionals, by requiring that wherever possible units of part time employment be grouped into full time appointments. That will, no doubt, mean a loss to some people willing to accept sessional wages, but a loss that benefits young academics trying to start a full time career.

Article C: Term Appointments — Résumé

This set of proposals is a response to two separate but associated situations:

- (1) The growing tendency of universities, not just Carleton, to hire very well qualified academics on temporary appointments for continuing positions, and
- (2) The exploitation of term appointees in a variety of ways, but especially rank, salary, benefits and workload.

Thus, the article restricts term appointments to three categories, visiting professorships, such non-recurring situations as replacement for sabbaticants, and so-called "soft money" positions (i.e. temporary and funded from outside the normal operating budget).

The proposal sets a one year minimum for most such term appointments, and a two year maximum except for "soft money" programmes designed to last longer. A term appointee, if of demonstrated competence, is guaranteed continued employment whenever there is a continued need for his or her position, or *even* that *type* of position. And any extension of the individual's employment beyond the two year term limit would be as a preliminary appointee, with the time as a term appointee credit towards promotion and tenure or confirmation. In any case of non-renewal, there is to be a six month's written notice, with a clear and complete statement of the reasons for non-renewal.

Also, all employee benefit programmes and workload protections apply to term appointees, and their salary levels would take into account both age and prior experience.

Article D: Transfers — Résumé

Transfer, especially from one Department or School to another, is not as yet an urgent question at Carleton. That it could possibly become so in the next several years is the *raison d'être* of this proposal, which tries both to encourage transfer within the University and to protect those employees subject to transfer.

It is intended that not only the administration, but also the individual and his or her sub-unit (Department, School or section of the Library) could initiate a transfer to another sub-unit. If everyone agreed, including employer, employee, and both sub-units, then no problem; if anyone disagreed, however, the decision would be made by a parity committee, subject of course to grievance.

The premise is that some, perhaps many, of our academic staff have the ability to work effectively in one or more disciplines other than their current one, and that that current one conceivably could be threatened with erosion or even annihilation in the future. The proposal also recognises the reality that few such threatened staff could step into another discipline and expect immediate success. With that in mind, the proposal encourages the individual to use sabbatical leave for retraining, and requires the University to subsidise retraining in certain instances, particularly for any individual subject to lay-off through Financial Stringency and reasonably eligible for a vacancy.

Where vacancies occur, they must be advertised to all members of the bargaining unit, who then are given preference if qualified, or if it is reasonable that retraining would satisfy the requirements of the vacant position. And these provisions apply as well to any individual laid off within the previous five years as a result of Financial Stringency.

Nor are there to be any penalties of any sort attached to or implied by transfer; to wit, there will be no delay of sabbatical or loss of credited years of service, and any assessment of the individual, for such matters as tenure and promotion, will take full account of service prior to transfer.

Salary Proposals: Summary

CDI Values

The value of the career development increment is to be fixed at 1/12 of the difference between the Assistant Professor and the Full Professor salary floors for all employees. This represents no change for faculty, but it moves the librarians and instructors into line with the faculty. We also propose to increase the ratio between these two floors from the current 1.64 to 1.7; by this we will have increased the CDI value by a greater percentage than we have the scale. We have also proposed to restrict the number of denials of CDI very severely by prohibiting the employer from denying a CDI to any employee more than twice.

Merit Pay

The CUASA proposal for merit pay recognizes that determination of merit is a peer decision and not a management one. A merit increase (in our proposal awarded as an additional 1/2 career development increment) is made by a committee elected by the employee members of Senate. Individuals may apply on their own, or may be recommended by Departments, for these merit increases. Merit pay is available to all bargaining unit members.

Market Differential

As required by the CUASA Constitution we have proposed an employee-employer committee to assess requests for market differential pay. In addition, we propose that these pay awards be in the form of additional CDI steps and that they be for a limited time with the possibility of renewal.

Scale Increases

We propose that the base salary of each continuing employee as of 30 June 1977,

and the Assistant Professor salary floor, be increased 13.9%. This reflects the cost-of-living (7.5%), increased national wealth (2.4%) and a catch-up factor. We have also adjusted some rank floors to put them at a fixed CDI ratio to the Assistant Professor floor. This will have only a minimal effect on all but the upper instructor floors.

Salary Policy

Stan Jones

This year's CUASA salary committee was determined to complete the formulation of a salary policy that would govern both increases and salaries upon appointment. That task was greatly simplified by the work of the previous salary chairman and his committee, who had managed to put in place a career development plan. That plan is the starting point for our policy.

We intend the policy to eliminate all special deals, all the hidden, private agreements that have worked against employee morale at Carleton. We start with the premise that an employee should be able to plan ahead, that he should be able to calculate where he will stand in five or ten years. Unless there is a career development plan which is largely out of the arbitrary control of management, we do not see how this is possible.

The simplest way to approach the policy that guides the proposals we made to the CUASA Council and then to management is to consider a typical employee. This year, he is earning a certain salary; for convenience, I shall call this his base salary. At the end of the current year of employment he is eligible for a number of salary increases. He will surely get a scale increase on his current base salary. We conceive of this increase as maintaining the value of the salary in inflationary times, as well as enabling employees to share in increases in national wealth. At the present time this increase should also include a catch-up factor as our salaries have fallen in value with respect both to the cost of living and to other comparable jobs. Every employee gets this increase, and, because its main purpose is to maintain value, it should be the same percent for all employees.

The employee should also be eligible for other, fixed value, increases. One, the career development increment is awarded to all employees with two types of exceptions. The first exception is automatic; those whose salaries are higher than a fixed value receive no increase. That value is determined by taking the assistant professor floor and adding twenty-four career development increments. (We have changed the number of increments to reach the ceiling; it was previously twenty-seven. We have not lowered the ceiling all that much, however, since we increased the value of the CDI by more than the scale increase. The result is nearly the same ceiling, but employees will reach it earlier in their career.)

The second type of exception covers those whose performance, as judged initially by peer evaluation, is less than satisfactory in the previous year. CUASA Council approved a very strict set of guidelines for this denial in December, 1976; the details of those guidelines were reported in the October CUASA Newsletter. We intend this

type of exception to be very rare and we propose to limit it to twice in any employee's career.

A second increase the employee is eligible for is a merit increase. Such increases have somewhat of a bad name at Carleton since in the past it was difficult to know, unless one was an insider, how or on what grounds one could get one. Nonetheless, merit is a real phenomenon in a University and deserves recognition and credit. We propose to reward meritorious performance by more rapid progress through the career development scheme. Employees who are judged, *solely by their peers*, to deserve a merit award will receive an additional one-half career development increment. The peers' evaluation of merit is to be made by a committee selected by the elected employee members of Senate. The management will have no role in the determination of merit payments.

The merit payment is to be added to the base salary in the same way as the CDI. The effect is that employees awarded merit will reach the ceiling sooner, but should not rise above it unless awarded merit pay after they reach the ceiling.

The CDI and merit awards will be added to the base salary and at the end of the next year (for our example employee), the scale increase (if any) will be applied to this total and that year's CDI and merit will be added to that. Thus, CDI and merit pay are built into a continuing employee's pay, and such employees are eligible to receive increases even in years when there might be no scale increase (if inflation should ever end).

There is another component of salary, one that is not folded into the base and one which is awarded for a fixed period of time only. In some cases, either to recruit or retain employees in some fields, the management may have to pay a higher salary than would be justified by any of the above; such additional salary is a market differential. The nature of markets, of course, is that they change. We are for that reason, proposing that market differential payments be made, as determined by an employee-employer committee, for five years for new appointees and for three years for continuing employees. These are renewable. These awards are not made in terms of dollars, but in terms of CDI equivalents. Thus, if someone was awarded three CDI's extra as a market differential in 1974-75 he would have received \$1,575 that year, \$2,916 this year, and slightly more than \$3,000 next year, reflecting the increased value of a CDI.

And that's it. Under the proposed salary policy there are no other payments to be made as regular salary. Employees may, of course, earn additional money through "overtime" work, such as summer school.

We recognise that the career pattern implied by this policy does not fit very well the case of many employees at Carleton. For this reason, we are also proposing a plan for the detection and correction of salary anomalies. This scheme is currently before Council.

CDI Assessments

Stan Jones

Some questions have, properly, been raised about the current state of assessments for the CDI scheme. If the CDI plan were operating as we had intended there would be an assessment being made now of all continuing employees to determine who would receive increments on 1 July 1977.

Several things have conspired to delay this assessment until next fall. We have proposed a set of guidelines which were to direct these assessments; we have had no formal response from the management.

Management also appears to be taking the view that the CDI plan ends on 30 June 1977 since that is when the current collective agreement ends. We have, of course, proposed that the plan will be in the next agreement, the one we are negotiating now; there seems little doubt that the management will agree. Nevertheless, management has informed us that it will not conduct the assessments now.

It is likely, though by no means certain, that there will be an assessment for CDI in the fall and the payments will be made "retroactive" to 1 July 1977.

We did propose to management that they go ahead and make assessments now. Any changes in the new contract are surely going to reduce, not increase, the number of denials, so that in the fall the re-assessment would have to consider only the very small number of denials that would now be made. The management has, so far, rejected this time-saving proposal.

Grievance Committee Resurrected

There is now once more a University Grievance Committee, with the following membership:

Chairman - G. Merrill

CUASA appointees: T. Hodge

D. Bernhardt

University appointees: J. Whenham

J. Jackson

York — An End To Obstructionism

A previous Newsletter reported the attempt of a small group of York faculty to frustrate York's union by appealing its certification beyond the Divisional Court, where they had already lost one such appeal of the OLRB decision to grant certification to the York Faculty Association. The good news is that this appeal has now been withdrawn, so that the Association's contract with the University has full and immediate effect. (There is, however, yet the question of including the Osgoode Law Faculty in the bargaining unit — but that very likely is to be decided by the OLRB on the 27th April, or before you read these lines.)

☆☆☆☆☆☆☆☆



Travel — And Your Pocket

The Association urges any members contemplating travel for any academic purpose to view with some skepticism a recent announcement that the Academic Development Fund subsidises only economy air fare for individuals participating in conferences or the like.

This restriction is contradicted by a memorandum of the 12th November, 1976, issued over President Oliver's signature, which allows as well a *per diem* subsidy. Individuals preparing for such travel should contact the CUASA Office (Room 424 Herzberg — 'Phone 6387) if they have any questions.

3D(2)(a)(i)

As everyone doubtlessly knows, 3D(2)(a)(i) is that section of the current Immigration Act allowing the authorities to deny immigrant status to an alien if his or her intended employment is of a type for which qualified Canadians are available. With respect to university appointments, it is also a section largely ignored — *until now*.

In a press release of the 21st March, the Minister for Manpower and Immigration, Bud Cullen, announced his department's decision to rejuvenate 3D(2)(a)(i). This will be done through the assessment criteria of any academic applicant for immigrant status; under those criteria the alien academic will henceforth receive no points at all for "occupational demand", hence rendering more difficult their admission to Canada. (This has no bearing on applicants who qualify for either refugee or sponsored-dependent status.)

As repeated elsewhere in the Newsletter, Immigration also has begun to examine the kind of advertising, in order to ensure that qualified Canadians have the opportunity to apply for vacancies in Canadian Universities.

U of T Negotiations

Diane Moeser

The Faculty Association of the University of Toronto sent out a questionnaire in the Spring of 1976, asking all faculty members and librarians whether they wanted the Association to establish a more formal bargaining relationship with the University; and if so, whether they wanted this done under the auspices of the Ontario Labour Relations Act. The results of the questionnaire indicated that there was a desire for a more formal but voluntary arrangement, and that faculty and librarians did not want to consider certification unless this failed.

During the summer a very representative salary and benefits committee met and prepared the draft memorandum on terms and conditions of employment. In keeping with the spirit of "collegiality" the committee had a number of discussions with the President, senior administrators, deans and directors. A referendum was held of all faculty members and librarians in October and

the draft memorandum was endorsed as the basis for negotiations by a 75% vote. At the same time President Evans put forth his counter-proposal, which is best characterized as a series of Presidential advisory committees to deal with the issues included in the draft memorandum in a non-contractual format.

There ensued an extended debate in the Governing Council (the unicameral governing body at Univ. of Toronto) as to the necessity and wisdom, or even the legality, of agreeing to negotiate a contract with the Faculty Association as it is presently constituted (i.e., not certified). The final result was the formation of a negotiating team consisting mostly of senior administrators, plus one representative of the Governing Council, and backed by an advisory committee of the Governing Council. The guidelines set by the Governing Council for the negotiations specified that the negotiating team should avoid taking any position which would encroach on the authority and powers invested in the Governing Council to manage the affairs of the University, or interfere with the role of academic divisions, councils, etc.

Negotiations began in January and the Faculty Association set a deadline of 8 March for finalizing an agreement. After two months of lengthy and detailed discussion of the draft memorandum the University negotiating team had not moved significantly from its original negotiating proposal. Their final offer was still basically a series of Presidential advisory committees to deal with such areas as workload, sabbaticals, contractually limited appointments, etc. The only change had been that they had agreed to write it up in contract form. The Executive, Council, and the Salary and Benefits Committee of the Faculty Association all rejected the proposal, and in a referendum of all faculty and library members in late March the position of the Association's negotiating team was supported by an 87% vote in favour, with a turnout that exceeded that for the original referendum for the draft memorandum in October.

The University's negotiating team agreed to sit down at the bargaining table again and to deal with the substantive issues on which they had previously refused to negotiate. The Association has put a final deadline on negotiations of 10 May.

Because of the breakdown on negotiations on 8 March, the Association decided to give its salary and benefits package to the administration, but not to include it in bargaining until a contract had been signed. This puts the administration in the position of acceding to all the Association's salary demands or imposing unilaterally a settlement of their own.

Ed. note: Diane Moeser holds the position of Business Agent for the University of Toronto Faculty Association.

CAUT Censure

A 26th March news release from CAUT announced the tentative decision to lift notice of censure from three universities; Simon Fraser, Mount Allison and the University of Ottawa. (The final confirmation of this rests with a May meeting of the CAUT Council.)

In all three cases, though with some vari-

ation, the decision stemmed from the establishment of acceptable procedures for dealing with the matter of dismissal. And in the case closest to home, the University of Ottawa has agreed to offer in addition a cash settlement to Professor Flamand, whose dismissal in 1970 provoked the CAUT censure.



Letters to the Editor

The Editor:

I am writing in response to Prof. R.J. Kind's letter on the subject of maternity leave in the March issue of CUASA News. It is arguable whether any statement on the subject which takes as its premise an analogy between maternity leave and a voluntary absence in Florida, deserves a serious answer. But, since it would be naive to assume that Prof. Kind's woefully unenlightened position is unique to him, I would like to make clear here that Carleton University is not pioneering in this area. Maternity leave with pay is increasingly becoming the norm in negotiated contract agreements throughout universities in Canada. To give a few examples: The collective agreement of York University in Toronto stipulates that the employee shall have full maternity benefits, to include 15 weeks with paid leave, to be taken at the discretion of the employee during the period preceding and/or following the birth of the child. The University of Alberta allows for 12 weeks paid leave; the University of British Columbia has a special plan allowing for 16 weeks paid leave. Mount St. Vincent University allows 12 weeks with pay, and in their last arbitration, the University of Prince Edward Island agreed on 12 weeks salaried leave. The University of Montreal à Québec allows 8 weeks at two-thirds pay, etc., etc.

Maternity leave is not the full answer to a society which takes into account the realities of female biology and thereby ensures women equal opportunity in the work force. But it is an important first step and one which Canadian universities are at long last making.

Barbara Lecker
Department of English

Editor, CUASA News
424 Herzberg

Dear Sir:

In the matter of so-called "literacy", the younger generation took it on the chin twice in your March issue, so I find myself once more impelled to spring to their defense. In discussing the recent OCUFA report, you say, "the very real need to work for higher standards of literacy — even if the current situation is no worse than it was ten or twenty years ago, it is still bad." Who says it's bad? Do those who say so know what they're talking about? Why do we, supposedly a group of responsible scholars, accept as gospel truth the largely anecdotal statements of what surely must be a very

small minority of the educational establishment? What do you mean by "literacy" anyway?

Literacy generally means the ability to read and write. It is silly to suggest that any student at Carleton cannot do this, in the same sense that some Mexican peasants, say, literally do not know the alphabet and cannot read a single word nor even write their names. Practically everybody over the age of 7 in Canada can read and write in this sense. If literacy means the ability to read and comprehend complex material, and to comment in writing on that material in the same style in which it is presented, then it is not a problem of language or grammar or spelling or anything else generally thought of as literacy, but a problem of cognition and thought processes, a problem that would be with us even if all communication in the university were completely oral. And if there is a problem — which I am not willing to admit without more evidence — it might well be a problem created by professors who are presenting irrelevant ideas in a worn-out rhetorical style that has little reality for the younger generation.

Your second slap at students was the cartoon entitled "Literacy" in which you suggest that the use of words like "groovy", "far-out" and "kid" are a mark of illiteracy. Admittedly they are slang, but they are neither ungrammatical nor un-understandable. Many slang words, among them "bus", "mob" and "quiz" have made it into acceptability, and it may well be that these will make it too someday. The use of them in no way shows a lack of clarity of thought or expression. But since slang is usually associated with the younger generation, what this does show is that the cartoonist doesn't really like the younger generation and their ways. Any teacher or professor who finds himself in this position should get out of teaching into a profession where he doesn't have to deal with students.

Sincerely,
William Cowan
Chairman

Professor Andrew Brook,
President,
CUASA/424 Physics Bldg.,
Carleton University,
Ottawa, Canada K1S 5B6

Dear Andy,

Thank you again for your last donation of \$3,150.00.

The financial effort contributed for by your association is quite unique and I have told the CAUT to publish it, because I consider that you are a model of solidarity for other Canadian universities.

I am leaving the SPUL next week after three and a half years of work within the organization. I hope that the links between CUASA and SPUL will not vanish and that some kind of contact will continue in the future. For myself, I will always be very pleased to meet you again.

Sincerely yours,
Joël de la Noüe,
President

P.S. If some day CUASA needs some help, will you hesitate? I hope not! You know our address and the Canadian post work both ways!!

Déjà vu — Windsor Negotiations

The concern that CAUT, OCUFA, our Association and other academic groups expressed over the issue in the Laval strike now seems still more justified by the recent history of negotiations at the University of Windsor.

As you probably recall, those issues did not touch on money, but rather on collegiality and academic freedoms, as manifested in faculty participation, or non-participation, in such essentials as appointments, tenure and promotion. And this identical confrontation has again reared its ugly head at Windsor, where agreement to date has been confined to relative trivia.

Salary in this instance is an issue as well, or *could* be; the Association has yet to receive a University response to the Union's salary proposal made over 5 months ago. But the Windsor faculty express greater anxiety about the "Laval" principles, or to quote from the minutes of a report by Professor Ralph Nelson, one of the Union negotiators, to the Association:

"Dr. Nelson was critical of the attitudes displayed by the Board Negotiating Committee, composed mainly of deans, during negotiations. He felt that they showed a disregard for the historical development of this institution; an obvious attempt of the deans to increase their own power and the denial of collegiality in the governance of the university. Dr. Nelson was very disappointed in their failure to tailor measures to the needs and aims of an academic community . . . He spoke of the myth that the Board's powers had been encroached upon, when it is the Board which sees an opportunity to encroach on the Senate".

The latest report of the faculty's response to this situation has been a series of Association motions censuring the Administration, the Board of Governors, and its negotiating team for their advocacy of such structures inappropriate to a healthy university climate.

The Editor is confident that he represents the wishes of all CUASA members that the Windsor Board of Governors may perceive the folly of allowing their negotiations to degenerate still further into a repetition of the Laval confrontation so injurious to all concerned.

OCUFA — Money, Literacy, Teaching Evaluation and Money

On the 13th April, OCUFA held a meeting of regional Faculty Association Information Officers, the central feature of which was a press conference that touched on the issues of teaching evaluation, literacy and university financing.

To the participants, including representatives from CAUT, the foremost concern was a response to "The Secondary/Post-Secondary Interface Study" recently financed by the provincial government. The response is simple; \$619,000 badly spent, and

all because the government was too bent upon a hasty rush to judgment, to the exclusion of allowing its research consultants the time necessary to carry out a rational examination of such a complex subject as how to improve the level of literacy (and numeracy) among Ontario students, or even more basic and urgent, whether a problem actually exists. As a consequence of such political haste, the "interface" study is at best tentative; at worst, obscure and vacuous. But the greatest concern, of course, lies in the all too real possibility that such deficiencies in the study will not preclude the government basing policy upon it.

As for university financing, once again the perennial warning; budgetary chaos unless the government does something, and soon, to modify the present system of determining university allocations, modifications that would make the system more equitable and less the victim of unpredictable oscillations in registration patterns. One suggestion is for a "split-BIU", or essentially a recognition that there are fixed costs quite independent of student population figures.

But this was not what the Press showed up for — the reporters wanted to hear about university teachers spooning out "gift-wrapped" high grades in barter for generous student evaluation of courses, à la Professor Jansen, a Mathematician from the University of Ottawa, and echoed by some faculty elsewhere, including Carleton. To Jansen's accusations cum confession, widely circulated in the Ontario and national press, the OCUFA response was to invite the reporters to acquaint themselves with the 1973 research of Professor H.G. Murray (Western Ontario), who agrees that some professors do indeed attempt to exchange inflated grades for complimentary evaluations, but all for naught since his findings indicate that the ungrateful students fail to keep their part of the bargain. It was also pointed out that Jansen apparently holds so low an opinion of students' intelligence as to suppose that high grades will incapacitate their ability to distinguish between a hard good course and an easy lousy course.

The CAUT representative reported that the federal Department of Manpower and Immigration, under its new proposed legislation, has already begun to scrutinise very carefully all academic appointments given to aliens, especially with a view to proper or improper advertising.

Chairman's Honoraria

The CUASA proposal is that Chairmen will receive an expense fund in addition to the Academic Development Fund; this fund may be drawn upon in the same way as the ADF. Its value is a function of department size:

less than 20	\$1,000
21 - 30	1,500
more than 30	2,000

Current Budget

Projected Budget for July 1st, 1977.

DUES:	
CAUT (dues)	22,500.00
CAUT (levy)	1,545.00
OCUFA	16,500.00
SALARIES AND BENEFITS	18,150.00
OFFICE EXPENSES:	
Rent	900.00
Phone	750.00
Stationery and Supplies	300.00
Audit	925.00
Equipment	300.00
RELEASED TIME	2,900.00
TRAVEL	1,600.00
COUNSEL & CONTRACT ADMIN.	3,030.00
PRINTING:	
Newsletter	4,000.00
Office, Council, Committees	3,000.00
CONTRIBUTIONS	150.00
MISCELLANEOUS	750.00
LAVAL SUPPORT	6,000.00
TOTAL	83,300.00
PROJECTED DUES REVENUE	83,300.00

DUES:	
CAUT (dues)	20,150.00
OCUFA	17,550.00
SALARIES AND BENEFITS	21,000.00
OFFICE EXPENSES:	
Rent	950.00
Phone	900.00
Stationery and Supplies	300.00
Audit	500.00
Equipment	150.00
TRAVEL	1,500.00
COUNSEL & CONTRACT ADMIN.	2,000.00
CONTRACT PRINTING LESS REVENUE	500.00
NEWSLETTER	2,000.00
OFFICE, COUNCIL, COMMITTEES	3,000.00
CONTRIBUTIONS	150.00
MISCELLANEOUS	1,000.00
CONTINGENCIES	4,000.00
DEFENCE FUNDS*	13,180.29
TOTAL	88,830.29
PROJECTED DUES REVENUE	88,830.29

*Budgetary allocation for participation in the proposed CAUT Defence Fund which will be the subject of a referendum at a latter date.

CUASA COUNCIL

Arts Faculty

D. LeBerrurier 2774 Art History/Music (1979)
A.T. Hodge 3740 Classics (1979)
E. Padolsky 7184 English (1977)
A. Tilson 7116 English (1978)
J. Wilcox 2669 English (1977)
J.S. Tassie 3853 French (1978)
E.M. Oppenheimer 2605 German (1978)
J.H. Taylor 6344 History (1977)
R. Bird 5530 Journalism (1979)
S. Jones 5573 Linguistics/Russian (1979)
J.C.S. Wernham 3617 Philosophy (1978)
L.T. Librande 3863 Religion (1979)
Vacant Spanish/Italian

Social Sciences

R. Caterina 4373 Commerce/
Public Admin. (1977)
R.L. Carson 4377 Economics (1979)
M.W. Smith 5566 Geography (1977)
J. Clarke 2623 Geography (1978)
J.G. Neuspiel 3618 Law (1978)
J.M. Vickers 2712 Pol. Sci./Inter. Affairs (1978)
J. Alexander 4309 Pol. Sci./Inter. Affairs (1979)
W. Jones 6310 Psychology (1978)
R.F. Hoffmann 5580 Psychology (1978)
A. Moscovitch 3641 Social Work (1977)
A. Steeves 6650 Soc./Anthro. (1979)

Architecture

M. Hancock 6380 Arch./Indust. Design (1978)

Engineering

G. Kardos 6306 Mechanical Engineering (1979)
I. Reichstein 3860 Systems Engineering (1979)
Vacant Electronics/Civil Engineering

Science

W. Ilman 3813 Biology (1979)
C.H. Langford 4334 Chemistry (1978)
K. Bell 3743 Geology (1978)
K. Hooper 4394 Geology (1977)
D.W. Sida 6752 Mathematics (1978)
E.J. Norminton 7136 Mathematics (1979)
T.J.S. Cole 5538 Physics (1977)

St. Patrick's College

R. Jeffreys 2690 Classics (1977)
C. Farmer 4370 Sociology (1978)

Library

S. Jackson 2673
E. Ross 6653

Instructors

A. Ruprecht 3853 French: Arts Rep. (1979)
M. Fox 4421 Geography: non-Arts Rep. (1979)

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President Elect
D. Sida 6752/5500
Past President
B. Wand 3868
Secretary/Information Officer
J. Wilcox 2669
Treasurer
C.H. Langford 4334/4332
Staff Welfare Chairperson
B. Rutland 2676
Salary Chairman
S. Jones 5573
Members at large:
M. Fox 4421
Vacant

Committee Chairpersons:
Grievance Administration
A. Tilson 7116/3847
Statute Review
P. Laughton 6675

CUASA OFFICE

424 Herzberg (Physics) 6387

Staff:
P. Finn/Business Agent 6387
B. Smith/Secretary 6387

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