

ANNOUNCEMENTS

New Collective Agreement has been ratified!
Thanks to everyone for voting.

CONGRATULATIONS

Ian Fitzgerald on your Permanent Faculty Appointment

WELCOME NEW MEMBERS

Zimra Beiner • Neil Brandhorst • Bryan Cera
• Richard Clements • Brandy Dahrrouge • Paul Hudson
• Tyler Jenkins • Allison Mader • Ann Mansolino
• Whitney McCrary • Darcy Parke • Troy Patenaude
• Lyndsay Rice • Lynne Rennie • Ashley Scarlett
• Kelsey Stephenson • Iris Wong • Yoke-Sum Wong

ALBERTA COLLEGES + INSTITUTES FACULTY ASSOCIATIONS

<http://www.acifia.ca/>

CANADIAN ASSOCIATION OF UNIVERSITY TEACHERS (CAUT)

<http://www.caut.ca/>

THE FOLLOWING WRITTEN REPORTS WERE PRESENTED
AT THE ACADFA FALL GENERAL MEETING
SEPTEMBER 8, 2016

Past President - Alex Link

This is a record of my activities to June 30, after which Justin Waddell has become interim ACADFA President. Welcome Justin, one more time!

I continued to consult with the bargaining team and our LRO.

I fielded concerns regarding the late release of PERA balances, and in discussion with both the ACIFA LRO and the College concluded that sessional faculty should be reminded of the opportunity to use their at-risk funds up to the end of the fiscal year (end June).

I attended the Board of Governors meeting on May 25 where, in the public session, the Board discussed the comprehensive institutional plan; the BDEs collaborative degree that has been approved; and the Board decided to refer to us as "ACAD" from now on, rather than "the College" to reflect our university aspirations. The Board was also asked to release \$700,000 from restricted funds to pay for our university initiatives, at which it balked for fear of exhausting our reserves. The discussion was tabled for in-camera debate.

ACIFA Conference

Lastly, I attended the ACIFA conference in Jasper. At President's Council, I was able to have a brief conversation with David Williams, Director, Campus Alberta. He was encouraging, for what that's worth. Over the course of the weekend, on three separate occasions, I was able to draw attention to the fact that we have accomplished alumni, students from vulnerable populations, and abysmal funding. He seemed receptive, going so far as to say "that's exactly what I needed to hear." We'll see if it has any effect.

David Williams presented on the Post Secondary Learning Act and revisions to strike/lockout language in the law, committing to further consultation. He indicated a re-examination of the base funding formula was taking place, and that faculty would receive a model to consider by the end of 2017. After President's Council, he ran his own session, in which discussion was largely about the possibility of sector-wide bargaining, board designation, and strike/lockout language, and the ways in which these issues might impact each other. I made it clear that worrying about these matters rather than your abysmal funding was a luxury ACADFA wishes ACAD had.

He indicated that a key question, here was to determine the right balance between tuition and public funding.

I attended a session by Al Brown, SAFA Labour Relations Officer, on the employer's duty to accommodate. Al Brown argued that an employer is allowed to know what tests are performed on you, and what medications are prescribed should they need to be prepared for serious consequences or side effects. For what it's worth, I once participated in a disciplinary meeting in which a Member's behavior was indeed attributable to a medication's side effect. Brown also made the argument that when it comes to returning to work, a Member's performance need not be perfect, but simply adequate, such that students might reasonably be expected to bear some inconvenience. The tricky part is determining what constitutes undue hardship.

I also attended a session hosted by Terry Sway, ACIFA Director of Labour Relations and Jasmine French (Executive Director, MacEwan FA) on clearly distinguishing between being an Association President and being a faculty leader/manager. In particular, they warned against managerial duties being delegated to Presidents, against the administration using consultation with the President on some things as being the same as consulting with Faculty, and against Presidents making sweeping and impactful decisions on behalf of the Membership.

I attended other sessions, but they were unremarkable.

Our participation in the ACIFA conference is growing increasingly costly, and we will need to think about how we manage the expense of attendance, especially now that PAC and NAC both meet at the conference.

And that's it! Have a good year, everyone.

Interim President - Justin Waddell

I assumed the role of Interim President on July 1, 2016. Since that time I met with faculty and administration to discuss concerns raised by members regarding the Faculty and Staff Appreciation Award. These concerns were largely with how years of service were calculated for various constituents and how the award procedures could be more transparent for all parties. I attended a number of Negotiations Advisory Committee (NAC) meetings both as an alternate member and as an ex-officio member.

In August I attended the first of my monthly recurring meetings with Daniel Doz. The meeting was collegial and we identified and discussed what we each expect to have on our schedules for our respective positions. The Sustainability Plan is a major document and force that will influence much of what will be occurring in various committees in the college.

A concern was brought forward by a member as a potential grievance and I have been meeting with them, the Grievance Advisor, and administration informally to work towards a solution.

The ACADFA Executive had a meeting on August 30th which dealt specifically with the Collective Agreement leading to our General Meeting on Sept. 8.

NAC (Negotiations Advisory Committee) Chair - Chris Frey

It's good to have fun
but you have to know how.

- Dr. Scuss, Cat in the Hat

The NAC, with Terry Sway and Alex Link included, continued meetings with the Board's representatives through May and June, "to bargain in good faith and attempt to agree upon the terms of a new agreement" (Article 20.04).

By July 1 the Association and the Board were able to "agree upon terms of a new agreement" and so mediation was not required (Article 20.05). Negotiations did conclude with a directive to respective Chairs to meet over July and draft an LoU on Introducing Academic Rank into Salary Schedule A, based on the conclusions reached between both sides over May - June. The draft would require approval, electronically, by committee members before being signed off, which it did and was.

A Memorandum of Settlement proposing changes to Articles 1, 2, 4, 6, 8, 9, 10, 12, 13, 13, 14, 15, 16, 17, 18, 20, 22, 27, 28, and Salary Schedules, and including three LoUs (Seconded Academic Administrator Positions; Alternative Learning, Development, and Instruction; and Introducing Academic Rank into Salary Schedule A) was signed between ACADFA and the Board on July 28, 2016.

The Memorandum of Settlement was delivered electronically to all members on September 1, "within 60 work days of the signing of the agreement" (Article 20.07). "A seminar for its members affected by the agreement" (ibid) will be (was) held during the ACADFA GM on September 8, as will be (was) the ratification vote. (Note that members received a copy of the proposed CA one week prior to the ratification vote and that the GM was scheduled 3 working days following the commencement of sessional contracts.

The NAC Chair, to prepare for the GM and ratification meeting, called a meeting with ACADFA Exec to address questions of clarity (August 30). Exec decided to invite past ACADFA president now SCCS Chair Alex Link to address questions at the GM and was informed that Terry Sway would not be able to attend the GM due to a scheduling conflict. The NAC Chair made himself available for one-on-one meetings with members of the Association on September 6, 7, and 8 and he called a NAC meeting for September 8 to review and prepare prior to the GM.

So, that's what NAC has been up to and what the NAC Chair has been doing.

And now, in accordance with Article 20.08.a, "The Association's representatives shall present and recommend the proposed agreement to the membership of the Association, which shall ratify or reject the agreement," NAC recommends support for the proposed agreement.

And I add, the NAC Chair is especially supportive of the proposed CA for its integrity as a document representing thorough and diligent joint consultation that respected the good of the college in a most inclusive sense and in accordance with ACAD's goal to achieve university status.

Are there any questions /?/ are there any answers?"

Sessional Rep - W. Mark Giles

Written version based on the verbal report given at the ACADFA AGM

I presented to the membership at the ACADFA Fall GM the items that had been brought to my attention over the last summer:

1. There was some confusion as to when the fall contract start date was — initial contracts went out with a start date of Sept 12. On July 11, the ORAA sent out an email advising that the date should have been Sept 5, and asking that sessionals change that date and initial before returning.

I expressed my opinion that because several people seemed to have been missed by the email or overlooked the email, that perhaps a more systematic way of notifying affected sessionals might have been warranted.

2. Related to contract dates, I let the membership know that when the announcement about the teaching and learning orientation and professional development sessions were announced, I sent an email to the Chief Learning + Teaching Officer (cc'd to Executive Director, HR) that the dates fell outside the contract dates. I asked whether per diem compensation would be paid for those not on contract. I was informed that he knew the sessionals were outside the contract time but felt that members might want to avail themselves of opportunity. And he informed me that no compensation was available. I in turn informed him that I would let the membership know, especially those sessionals who were not under contract, that members were free to attend on a voluntary basis, but that attendance or non-attendance would not be recorded for any purposes related to evaluation. After the Fall GM discussion about whether ACADFA had up-to-date contact info for the sessional hires, I am instead concerned that new members may not have been informed that the sessions were voluntary, and in some cases felt compelled to attend.

3. I had communication with three sessional members over the summer who had been asked to supply official transcripts of all levels of post-secondary learning as part of the letter of offer renewal. All of these members had presented credentials to ACAD previously. Two of them were miffed that procuring transcripts cost both time and money. They also felt somewhat under scrutiny, as they had worked at ACAD for some time, and as noted had already shown credentials. The Executive Director, HR let me know that the request was to shore up recordkeeping — that in the past the credentials may have been shown, but a record or copy was not maintained. She quoted clause 22.01 to press her case that transcripts were required. I countered that the clause said transcripts "or other documentation related to the member's qualifications" — and that presentation of degree parchments should be sufficient proof of credentials. She agreed and said that HR would be in contact with affected sessionals. She further added: "We [HR] can certainly provide more context around the request to current faculty so as to avoid any apprehension." Unfortunately, even after this email exchange a member was specifically asked for transcripts, so I don't think HR modified its policy, nor did it provide more context. I advised the member to tell HR and arrange to present parchments.

These were the main points of my report. Following the meeting and discussion, I would like to add that all three of these issues niggled at the triggers of the anxiety of sessional work: The less-than-effective communication around contract dates; the scheduling of time outside the contract and then the subtle coercion that it is in the sessionals' best interests to donate that time; the out-of-the-blue request to verify credentials without transparent communication. (On this last item — I have yet to hear that a permanent faculty member has had to re-verify credentials.)

As my term of sessional rep progresses I hope to work with the membership both sessional and permanent to reduce or eliminate the anxiety triggers around contract work by advocating for: transparency in communication; timeliness in decision-making; and acknowledgement of professional contributions to whatever success the college may achieve.

Academic Council Rep - Mark Clintberg

This report summarizes important business from Academic Council meetings since April 2016. I am available to respond to any questions.

27 April 2016 (Gwenessa Lam, alternate)
Council reviewed the motion 500.18.02 Degree Requirements, which was carried, as was 300.10.XX Defining a Major Program. A motion to change the name of ENGL 222 - Comics History to ENGL 222 - Survey of Comics in English was carried with a minor amendment to change the name to ENGL 222 - Survey of Comics. A Comics Minor was also presented as a motion and unanimously carried.

18 May 2016
An amendment minor was presented as an AC Motion, and was unanimously carried. A motion to approve the Graduate Studies Degree Requirements was also carried.

Grievance Advisor - Jeff Lennard

This past year, the start of the new semester and the introduction of a new schedule and plans, the College will be putting more demands on faculty. Some of these new initiatives will likely not have procedures of engagement developed. This can sometimes place a faculty member in awkward situations.

I must remind and highly recommend that any faculty member that finds themselves in a place without clear guidance dealing with administration, to contact ACADFA for support.

Article 2.02 of our Collective Agreement is very clear on this matter,

"The Board recognizes the Association (ACADFA) as the exclusive bargaining agency for all employees employed as academic staff and counselor(s). The Board (administration) shall not enter into any agreement or terms of employment which are contrary to the provisions of this agreement."

You are not alone. ACADFA has many resources available to help you through contractual issues.

For our new faculty members and a reminder to all:

Article 19.03 of our collective agreement states:

"A grievance is any dispute or difference arising out of the application, administration, interpretation, discipline without just cause, or alleged violation of the provisions of the collective agreement."

And in summary, I am also pleased to report that despite the challenges we are very fortunate to continue to have a very positive working relationship with our employer. I expect that future issues and interpretation of the contract will continue to be resolved in a collegial manner.

I trust that you won't have need of our help, but if you have questions or have a dispute please contact the Grievance Advisor anytime.