

## UNBC-FA EXECUTIVE COMMITTEE

July 1, 2017—June 30, 2019

<i>President:</i>	<b>Stephen Rader</b>
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Term representative	<b>Monica Mattfeld</b>
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we are members of the Confederation of University Faculty Associations of BC (CUFA-BC), which also provides various forms of support for its members, and works with the provincial government to promote the post-secondary education sector. Finally, as a certified union we are pleased to support our fellow workers in other sectors at the local, provincial, and national levels.

One of the most important responsibilities of the FA Executive committee - right up there with negotiating contracts, ensuring the Agreement is followed, and assisting our members in various ways - is to act as fiduciary for you. That is why we strive for transparency in our operations, and why I have taken the time to give you a sense of where your money is going. I welcome any questions you may have about our operations and how we use our funds.

Elsewhere in this issue, you will find some concrete examples of things the association does on your behalf. We have an article on things you should consider if you decide to teach overseas for UNBC (yes! UNBC delivers courses in China...), the role of the FA in a previous attempt to restructure programs at UNBC, some ramifications of restructuring the colleges, and potential impacts of restructuring on your job security. As always, I am exceptionally grateful to everyone who contributes to producing your association's newsletter, including Jacqueline Holler, Matt Reid, our Executive Director, Donna Sindaco, and everyone who has contributed articles. If there is a topic which you would like to know more about, or write an article about, don't hesitate to contact me or Jacqueline.



### A MESSAGE FROM THE PRESIDENT

*Stephen Rader, President UNBC-FA  
Professor, Chemistry*

If you are asking yourself "What DOES the Faculty Association do for me, anyway?," this issue of the newsletter is dedicated to providing you with some examples. What the articles do not discuss is where your money goes, so let me take a minute to give you a sense of that.

The amount you pay to your association is called the "millage" (or mill) rate, which specifies what fraction of your salary comes to the union in the form of dues. The UNBC Faculty Association's mill rate is 15 (=1.5%), which means that for every \$1000 you earn, \$15 comes to the association.

Our three largest expenditures, accounting for 88% of our expenses, are in the categories of staff salaries, grievance and arbitration, and dues. Grievance and Arbitration covers a variety of activities (receiving complaints from members, meeting with members, meeting with administrators to try to resolve complaints, proceeding to arbitration, etc.), but most of the cost comes from legal fees. In addition, the Grievance and Arbitration fund is used to support the Association in the event of any type of job action (most notably a strike). It is for this reason that our [Constitution](#) specifies that 25% of revenues must be put into the Grievance fund (technically, the Grievance, Arbitration, and Negotiation Reserve Fund) each year.

Dues include the costs of membership of various national and provincial labour organizations, most notably the Canadian Association of University Teachers (CAUT), which provides invaluable services including legal and tactical support during negotiations; draft language to use in collective agreements; and the opportunity to meet colleagues and discover that our challenges are the same as those of associations across the country (with our own unique twists, of course). Our dues payments also buy us membership in the CAUT Defence Fund, which is like an insurance pool providing member associations financial assistance during a strike. In addition,

## ***Producing Anxiety in the Neoliberal University***

**Lawrence Berg, Professor of Geography  
University of British Columbia**

**Hosted by Graduate Student Conference/Global  
Fridays  
23 February 2018 12:00 —1:30 Bentley Centre**



### ACADEMIC RESTRUCTURING: INTERNATIONALIZATION AND FACULTY WORKING ABROAD

*Matt Reid, Vice President UNBC-FA  
Professor, Physics*

As UNBC pursues more and deeper international relationships, and with internationalization taking on a significant role in the academic planning exercise underway at UNBC [1], there will be new opportunities for faculty members to teach abroad. Indeed, the first series of UNBC credit courses offered overseas was delivered this past summer (2017). The result for the UNBC-FA members who were assigned in China was mixed. The experience presented a unique opportunity for professional development and personal reward; however, it came with significant challenges. As this is a new endeavour at UNBC, the process certainly requires some refinement. However, should you choose to participate in teaching abroad through these opportunities at UNBC, there are several things that you should be aware of in order to

ensure that you are protected from an employment perspective and that the experience is a positive one. This article will highlight some elements that are worthy of consideration, taken primarily from the Canadian Association of University Teachers (CAUT) publication "[Academic Staff Working Abroad: Guidelines for working overseas](#)" [2].

The exact employment relationship with the individual, the jurisdiction in which the work is conducted, and the Collective Agreement all have a bearing on the precise nature of the employment standards to which the employer will be held. CAUT suggests that Canadian labour statutes and provincial employment standards generally are presumed not to have an extraterritorial effect. Canadian nationals employed abroad will normally be subject only to the laws of the jurisdiction where they work. However, the employer has a duty of care to the employee [3], which includes conducting a thorough risk assessment and ensuring that employees have adequate medical coverage, access to emergency evacuation provisions, and adequate local support among other things. Simply put, *it is not acceptable to experience a deterioration of working conditions while working abroad* [2]. Consistent with this principle, the current agreement between UNBC and AKD Education Consulting Inc. (Concord College of Sino-Canada) requires UNBC to secure the equivalent of coverage under the Workers Compensation Act for members while they are engaged in activities at the AKD facilities [4], for example.

In order to protect yourself in this employment relationship, it is important to ensure clarity on several points in your employment contract. Some of the elements you will want to make sure are clarified in your contract include [2]:

- the exact location at which you will execute your duties;
- the time frame for which you will be at that location;
- the currency in which you are to be paid;
- any additional remuneration/benefits provided as a result of the overseas assignment;
- any terms and conditions relating to your return to Canada;
- that you will be covered by the equivalent of WCB;
- that the UNBC Collective Agreement applies; and
- who is responsible for day-to-day supervision.

One of the most important elements of our work as faculty is academic freedom, allowing us to pursue research, teach, speak, and publish work without interference or fear of penalty. Unfortunately, the strong formal protections for academic freedom we enjoy in Canada are not enjoyed universally in all countries. It is essential that all international initiatives undertaken by Canadian post-secondary education institutions respect the [UNESCO Recommendation concerning the Status of Higher Education Teaching Personnel](#), with its emphasis on academic freedom, institutional autonomy, collegial governance, and job security [2,5]. If you are working abroad, and have concerns about academic freedom, you are encouraged to contact the faculty association immediately for support.

Another aspect of our work is the generation of intellectual property, both in terms of research and in teaching. In this regard, it is important to remember that your intellectual property is protected while working abroad in the same way it is protected working at UNBC - through the provisions of the collective agreement. This is to say that you should expect that the course materials, such as lecture notes, that you produce while teaching abroad remain your intellectual property.

So you are thinking of taking part in teaching abroad. This should be entirely voluntary (you should not feel pressured to take part in teaching overseas), and UNBC should provide adequate support. Some of the support elements you should expect include [4]:

- Payment for the costs of
  - Medical insurance;
  - Immunizations if required;
  - Passports;
  - Visa applications;
  - Criminal records check if required;
- Return airfare;
- Western-standard accommodation for the faculty member, and spouse if applicable;
- Per-diem meals;
- In country transport to and from work.

When members are armed with a good contract and given adequate support, teaching abroad can be extremely positive and rewarding, allowing them to experience new cultures and people, develop professionally, acquire new perspectives and skills, and grow their networks. We encourage all of our members who take on overseas teaching to work with the faculty association to ensure that UNBC meets its duty of care, which is especially important as this is a new endeavour for the institution. More information can be found in the cited references, and the CAUT guidelines for working abroad make an excellent reference for those considering teaching overseas.

1. *UNBC Academic Action Plan – Final Recommendations*. Version: June 28, 2017, 1.7 Endorsed by Senate.
2. CAUT "[Academic Staff Working Abroad: Guidelines for working overseas](#)" (2010).
3. *Canada's Mobile Workforce: A Legal Perspective on Duty of Care and Employer Best Practices*, International SOS Foundation (2016).
4. Agreement for delivery of the UNBC Edvantage Pilot between UNBC and AKD Education Consulting (Beijing) Inc. (2017).
5. (1997) *Recommendation concerning the Status of Higher Education Teaching Personnel*, available at [www.unesco.org](http://www.unesco.org).

## **International Women's Day: Women's Day Breakfast**

**Hosted by North Central Labour Council of BC**

**Saturday, 3 March 2018**

**9:00 am – 12:00 pm**

**Coast Inn of the North**

**Tickets \$25 each or \$250/table of 10**

**Contact: Natalie Fletcher**

**(nclcbboard@gmail.com or nfletcher180@yahoo.ca)**



## ACADEMIC RESTRUCTURING: THEN AND NOW

*Lee Keener, Honorary Member UNBC-FA  
Professor Emeritus, Mathematics*

In 2002, Bill McGill, Dean of CSAM, solicited input on a proposed plan to restructure the college. The features of the plan included: the elimination of separate program chairs for the then-current CSAM programs; amalgamation of these programs into larger units with a possible change in title (from “Chair”) of the leaders of these new units; and academic leadership for each program to be provided by a “program curriculum committee”. No changes in the academic programs themselves were contemplated. The dean received substantial input from CSAM faculty, both positive and negative. On the basis of this input, he announced that the plan would be implemented. He did not intend to take the plan to Senate or consult, let alone negotiate, with the UNBC Faculty Association. As a result of the earlier university-wide restructuring exercise conducted by President Jago, CSAM at that time was divided into three faculties: Science, Business, and Natural Resources and Environmental Studies (NRES). These faculties were only nominal, having no heads and no explicit internal structure or power.

It became clear that opposition to the McGill plan was almost total in the faculties of Science and Business. In separate meetings of those faculties, a straw vote found only one or two individuals in favour of the plan (out of nearly 40 faculty). There was substantially more support in NRES. A letter from the first two faculties was sent to President Jago protesting both the nature of the plan and what appeared to be violations of both the University Act and the Faculty Agreement. The president declined to be involved, citing the earlier restructuring plan, which he claimed gave the dean a mandate to restructure his college as he saw fit.

The FA now became involved and filed an association grievance. The FA pointed out that numerous articles of the Faculty Agreement referred to program chairs, both directly, in terms of responsibilities and appointment for example, and indirectly, and that the dean’s plan was in contradiction to these articles. It also pointed out that the changes required by the plan clearly needed approval by Senate. For example, in the University Act, one enumerated power of the Senate (there are other powers equally relevant) is “to deal with all matters reported by the faculties, affecting their respective departments or divisions”.

The parties agreed to a mediation process and chose Stephen Kelleher (now a provincial judge) as mediator. The outcome was a memorandum of understanding that set up a university-wide task force (or committee) on collegial governance. The committee issued a [report](#) on October 24, 2003 which set forth principles of good collegial governance and recommendations for achieving it. By this time, CSAM restructuring was dead. FA involvement was crucial in reaching this outcome.

But there remained latent problems with collegial governance. In 2007, another flawed process led to what many consider to be unnecessary and harmful faculty buy-outs and the attempted closure of admissions to several degree programs, including physics and economics. (This process is discussed in the [academic governance report](#) referenced below.) Other

governance issues have arisen since.

The task force report continues to provide good guidance to both faculty and administrators. The FA needs to be vigilant that both parties follow the principles given in this document.

For further information on the Collegial Governance Task Force, academic restructuring, and collegial governance at UNBC, please see:

1. [Report of the Task Force on Collegial Governance](#) (October 2003)
2. [Academic Governance: The UNBC Context](#) (November 2012)



## ACADEMIC RESTRUCTURING: EMPLOYMENT DECISIONS AND THE TENURE & PROMOTION PROCESSES

*Ted Binnema, Chief Negotiator UNBC-FA  
Professor and Chair, History*

In another article in this newsletter, Paul Bowles addresses any fears you might have about the terms and conditions of our collective agreement that might provide job security during and after any restructuring process at UNBC. If you have not considered whether restructuring might also affect the tenure and promotion process, you should, because any restructuring will inevitably change the nature of the process. You might consider any of those possible changes to be good, bad, or indifferent, but you should be aware of them.

The tenure and promotion process at UNBC is governed by Article 22 of the collective agreement. That article gives your colleagues, department chairs, and deans prominent roles in the process. Different scenarios can have quite different implications for the tenure and promotion process. If UNBC moves from a two-college system to a five-college system, we will go from two College Promotion and Tenure Committees (CPTCs) to five CPTCs. More faculty members each year (45 rather than 18) would serve on CPTCs, although each CPTC would normally consider fewer applications, and would consider applications from fewer disciplines. Going to a one-college system would have the opposite effect, of course, and would reduce the distinction between the CPTC and UPTC.

If UNBC were to have five colleges and five deans, would chairs still be appointed, or would the various tasks now carried out by chairs be distributed to deans, committees, and individuals? If so, who in the future will choose the rotating members for an applicant’s tenure or promotion application, and who will write the chair’s letter of recommendation? On the other hand, if chairs continue to be appointed, but departments merge, will chairs be writing letters of recommendation for people outside their own disciplines?

The tenure and promotion process is obviously fundamental to UNBC. As discussions about college restructuring and departmental mergers continue, you should be asking what the implications of such restructuring might be for you and your colleagues.



## Spring General Meeting

March 23, 11:30 am – 1:00 pm  
Gathering Place



### ACADEMIC RESTRUCTURING: JOB SECURITY

*Paul Bowles  
Professor, Economics*

The process of academic restructuring can be a time of excitement, boredom or angst. This article focusses on the angst and the issue of faculty job security during a restructuring process. This is most obviously a concern for our term members who have the greatest precarity and whose ranks have increased over the years at UNBC as permanent faculty positions have been restricted. Restructuring has the potential to change the teaching needs of academic units and this therefore can affect if and where term positions will be available in the future. For term members, academic restructuring certainly raises uncomfortable uncertainties about whether future contracts might be available. Existing contracts are safe unless they contain review clauses or if program redundancies are declared as part of a restructuring exercise. The latter issue, program redundancy, is a concern for permanent faculty as well and is covered by the terms of the [Collective Agreement](#).

The agreement actually has two articles which speak to job security. One, Article 10, deals with what happens in the event of 'financial exigency'. In layperson's terms, this article is triggered when the University is essentially bankrupt and so puts in a place a program of involuntary layoffs. This can be thought of as the 'nuclear option,' and is a very rare occurrence and is certainly not relevant for UNBC.

The other article, Article 9, deals with other reasons for involuntary layoffs which arise because of program redundancy, that is, where an academic program is closed. This article has been the subject of intense bargaining over the processes to be followed, the conditions to be met, and the compensation to be paid to members in the event that program redundancy is invoked.

In the 2012-2014 Faculty Agreement, the processes to be followed and the conditions which had to be met before a program could be declared redundant were set out in considerable detail. The highlights of this were:

- programs can only be closed for bona fide academic reasons (and not, for example, as a cost saving measure). Program mergers are not an example of program redundancy;

- The questions that must be asked to ascertain whether a program is redundant are clearly specified and are limited to three. These questions address issues of academic standards, fit with the University's mandate, and enrollments. In the case of the latter, a 3 year projection must be included as the basis for a decision;
- The three questions are only asked if the President has made a direct written request to do so, or Senate has passed a resolution to do so;
- A Program Redundancy Committee, a subcommittee of Senate, consisting of at least 50 per cent teaching members, is tasked with making the determination;
- Any recommendation for program redundancy is made to the Board of Governors which must also consider submissions from others, such as the Faculty Association.

The largest source of employment insecurity for permanent faculty members would arise if a program were to be declared redundant after all of those steps were completed. Here, the agreement indicated that the Board of Governors would make "all reasonable efforts" to reassign members to "vacant positions" in other programs within the expertise of those members. Since vacant positions have been few and far between, this raised the very real possibility of involuntary layoffs for members should a program be declared redundant. If this occurred, members would receive compensation of one month's salary per year of employment with a minimum of six, and maximum of 24 months' salary. It was these provisions that we sought to improve in the last round of bargaining.

Before we could get there, however, we were first confronted with the proposals from the employer which sought to weaken substantially your job security. The employer proposed new language which made a new distinction between Restructuring and Program Redundancy. In the case of the former, they proposed that the Provost "decide whether to make the provisions of a voluntary buy-out retirement option available to the affected members." In the case where "the university approves a program redundancy," a new Redeployment Advisory Committee would be struck by the Provost "to provide advice on measures needed to effect the reorganization, including redeployment (where applicable), buyout or retirement." In other words, the employer's proposals involved a substantial increase in the discretionary powers of the Provost and an unspecified process about the conditions under which a program could be declared redundant, and faculty terminated.

The FA rejected all of the employer's language and insisted that the language and processes set out in the 2012-14 Faculty Agreement for assessing the case for a program redundancy be maintained: that is, that the provisions summarised in the bullet points above remain intact. We were able to achieve this. We also extended the protection for members by improving the reassignment language. No longer is reassignment restricted to vacant positions. The 2014-19 Collective Agreement states that "the Provost shall make all reasonable efforts to reassign an affected Member to any cognate Programs for which his/her fields of expertise are a reasonable fit." Should more members be reassignable to another program than deemed reasonable, seniority provisions prevail. In other words, the reassignment of members is based much more on member expertise and not the existence of vacant positions, and the process for deciding which members are reassigned first is stipulated by the Collective Agreement, rather than being left to the discretion of the Provost.

Furthermore, if a layoff of a member does take place, there is a new provision in the 2014-19 Collective Agreement which gives the member recall rights should any vacancy arise in any cognate academic unit. The compensation levels are unchanged.

Where does this leave members in terms of job security in the current climate of restructuring? First, the Collective Agreement explicitly states that “the merging of programs, or the reassignment of a Member to another program without the loss of a Member’s position, is not Program redundancy.” Mergers, as such, do not therefore necessarily threaten job security. Second, the threat to job security comes from program redundancy. This is still indirectly possible through the restructuring process if an academic unit “does not contribute in a significant way to the mission of the University” or if enrolment in the program is not sufficient (which might arise if restructuring occurs in certain ways). In this event, the well-defined processes for making a determination of program redundancy remain in place, and the impacts on members have been reduced should a determination of redundancy be made. But there remains uncertainty, and some angst is justified. The FA bargaining team was unable to secure the gold-standard clause of no involuntary layoffs (and which some Agreements have) that we sought. But the safeguards are better than those in the 2012-14 Faculty Agreement, and incomparably better than those proposed by the employer last time round.

A statement from the UNBC President that program redundancy will not arise from the current restructuring process would certainly go a considerable way to removing remaining angst for permanent members. For term members, this would remove some short-term angst, but medium-term uncertainties remain.



## Faculty Association Office

The Faculty Association Offices are located in  
Rooms 3084/3089 Administration Building

Office hours: Monday–Friday, 9:00am – 5:00pm

**Donna Sindaco**, Executive Director  
[donna.sindaco@unbc.ca](mailto:donna.sindaco@unbc.ca), 250-960-5816

visit our newly updated website at: [www.unbcfa.ca](http://www.unbcfa.ca)