



On Stream

Newsletter of the Selkirk College Faculty Association

October 2015

Message from the President

Duff Sutherland

Our new collective agreement runs until 2019. You will find several articles in this issue which deal with aspects of the new agreement and how they may affect you.

The executive has also been talking about the work we have to do as an association over the coming years.

Some of the work emerged through the bargaining process. The parties embedded the work right in the agreement. For example, implementing the new language on regularization has meant that our VP-Contract Administration, Lui Marinelli, has had ongoing discussions with members and Human Resources about the plain meaning of the words of Article 4.2.

But there is more work than that.

We agreed with management to develop processes to implement Article 7 on evaluation. We agreed to meet locally and provincially on the issue of secondary scales. The membership identified secondary scales which includes discounted hours for online instruction, labs, seminars, individual music instruction, clinicals, and practicums as contributing to unreasonable workloads at the college. During bargaining we agreed to establish a committee to determine job descriptions and placement on scale of researchers and research assistants. Finally we negotiated a Letter of Understanding on Academic Freedom which also calls for a process of discussion as the LOU comes into effect.

All of this makes for lots of very interesting, important work. The executive will continue to need your input, help, and support. We will be asking you for all of that.

**SCFA GENERAL MEETING
THURSDAY, OCTOBER 22 FROM
4-5:30 PM ROOM K10
THEN JOIN US FOR A LIGHT DINNER,
DRINKS AND SCINTILLATING
CONVERSATION IN THE STAFF
LOUNGE**

The other sort of work the executive has been talking about is continuing to build and renew our association. For us, building is about creating solidarity as faculty members within the association. In a small way we started the process by meeting each new member, giving them information, and a gift of a ceramic cup designed by a member from Kootenay School of the Arts. (Testing revealed that the cup holds a full cup of coffee but, if need be, an entire beer, or about a third of a bottle of wine!) Other plans include a coffee get-together with non-regulars which we will discuss at the general meeting.

Renewal means bringing new members onto the executive and our standing committees. We will continue to meet with members but please feel free to approach any member of the executive if you want to become more involved with the association.

I will look forward to seeing everyone at the general meeting and social on October 22.



Lui Marinelli and Tracy Punchard welcomed new SCFA members at the HR Trade Show in September.

Bargaining our new Collective Agreement

**Lui Marinelli, VP Contract Administration
Victor Villa, VP Negotiations**

Our collective agreement expired March 2014 but it wasn't until Feb 2015 that the bargaining began discussions with the employer. We met with management in Feb, Mar, Apr, and finally in May. Our team worked hard to prepare before talks started and then again during the talks. This time round there are a number of big changes to talk about. In this article, Victor and I will talk about some of the major highlights.

Regularization

The SCFA has been dealing with regularization issues for a number of years and have initiated a number of grievances. In this round, we proposed what we believed was the correct interpretation of the regularization language in order to eliminate members having perpetual annualized contracts.

After much haggling, it was proposed to eliminate the annualization step all together. It seems that our members now have a more direct route towards regularization. Although some of the fine details are still unclear, this is how it now works:

To move from short-term to regular, a member needs to have at least a 50% contract for two consecutive years. The work also needs to occur over at least two semesters (Fall, Winter, or Spring) but these semesters do not need to be consecutive. If there is still at least a 50% contract available in the third year, then it will be given as regular.

The concern of the employer with the new language is their exposure to paying severance. If they make getting regular very easy, then they would likely be paying severance on a consistent basis. So critical for them is that the work demonstrates longevity.

Once a member has been given a regular contract, then any additional work available, regardless of the amount or the semester in which it is offered, should be offered as regular. If there are obvious conditions that show the work is available for only a short term and it has no demonstrated longevity, then the work may be offered as short-term. Again, however, if that work persists into a third year, it has demonstrated longevity and should then be offered as regular.

Workload

Workload was an important priority in bargaining that did not lead to immediate changes for our members. Important work still needs to be done because of what we did agree to in bargaining: To jointly (employers and unions) make a "business case" to government on inequities that are system wide but have unique features at some institutions. This discussion on "secondary scales" consumed more than half the time spent bargaining at the provincial level; it was the only issue that made us consider strike action.

The only concession from our employer and more importantly from government was that they acknowledged that inequalities existed but there wasn't enough time for data collection or enough money to make corrections in this round of bargaining. They argued that these inequalities would have to be verified and quantified in a more systematic method than what we were presenting. They argued that we couldn't currently even come to an agreement as to which inequities could be corrected this round even if there was money for it. Thus, all that was offered was an opportunity for employers and local unions to gather data to jointly present to government a proposal for what inequities could be corrected in the next round of bargaining. This

was of course upsetting to FPSE member locals but an overwhelming majority voted in favour of accepting this tiny concession because of all else to which had been agreed.

At Selkirk College, the inequities that we would like to correct in the next round, include how online courses are paid, how much credit is given to such things as clinicals, labs, and seminars. Other institutions suffer much more from “secondary scales.”

The language to which we agreed is in LOU #8. This is some of the actual language found there:

The Committee shall share readily available information and data regarding course modes (blended, face-to-face, online, paper distance), courses, class size, student numbers, contact and non-contact hours, course preparation time, and other workload issues in all program areas... The committee shall be tasked with reviewing compensation scales and formulas for the working Committee on Secondary Scales as agreed at the Faculty Template Table as follows:

- Private Music Instructors (Lou #4).
- Distance Learning (Lou #7).
- Workload Calculations (Schedule H)

There is lots of work to be done and only a small chance that it will lead to positive change. Of course, a change in government might increase our chances to correct system wide inequalities in post-secondary education. Stay tuned.

Codes of Conduct: A Report from the Canadian Association of University Teachers (CAUT) Librarians’ and Archivists’ Committee

**Danielle Cossarini,
College Board Representative**

The standing committees of the CAUT meet twice yearly in Ottawa to discuss issues relevant to academic staff. The committees work to develop policy and practice that supports collective bargaining and advances equity and human rights within our profession. It is an honour to serve on the Librarians’ and Archivists’ Committee and

positions me to provide a short report on relevant issues occurring at other institutions all across the country.

It is worth noting that SCFA members are very fortunate to have signed-off on a new collective agreement that provided us with some gains while remaining a respectful and cordial process with our employer. This is simply not the case at other institutions. While I am not at liberty to discuss the ongoing collective bargaining at these universities, I can relate one of the more contentious issues that is causing problems for many staff associations: Code of conduct agreements.

These agreements are often couched in the language of accountability and transparency and individual faculty members are asked to personally sign a copy. At first glance, they seem to align well with the values that many academics already seek to uphold, like academic freedom and innovation, but often implied, if not stated outright, is a duty of loyalty, fiduciary responsibility and even reporting on fellow faculty for perceived breaches to the code. Here is an example of a Code of Conduct from Brock University. At this point, after pressure from the union and the CAUT, only Brock Administration have signed: https://www.brocku.ca/webfm_send/30087

In my opinion, the most problematic part of these codes of conduct is not the prescriptive language, but instead that they are being created outside of the collective bargaining process and are meant, in some cases to trump the collective agreement (CA). Of course we know, savvy individuals that we are, that this is not possible – ultimately, only the CA governs how we conduct ourselves – and yet, isn’t it a really slippery slope? Take, for example, the code of conduct that was issued by Library and Archives Canada (LAC), which displayed a profound disregard for its employee’s civil liberties and could be taken to imply that the most basic freedoms, like participating in politics, joining professional organizations, or even discussing one’s work at home are subject to scrutiny by managers. Yes, it really was this bad. LAC really did try to implement such a code and it was only withdrawn after collective action and pressure from the citizenry and CAUT. This example highlights why faculty associations and their individual members are refusing to sign and are fighting back against these imposed codes of conduct.

Our Road to Academic Freedom

Tracy Punched VP Liaison

I am writing about academic freedom. Again. In a 2004 issue of *On Stream*, I reported the employer at the common bargaining table was refusing to discuss academic freedom. Now, 11 years later, academic freedom is still making headlines in Canada's national newspapers and our own illustrious *On Stream*.

Last week, UBC accepted the Smith report, the results of an independent investigation into whether or not the chair of the board and others violated Professor Jennifer Berdahl's academic freedom when she was reprimanded for comments made in her blog regarding the mysterious departure of the university's president.

One result of the report is that UBC will create an education program to be aimed at all new faculty members, heads, and administrators regarding how to fulfil their obligation to protect academic freedom and to help people better understand the issues.

UBC's interim president, Martha Piper, said in a statement that the school's obligation to support and protect academic freedom is not well understood by the university community.

Our experience in bargaining is that academic freedom is not well understood in our college community either. This year the SCFA tabled for the third time in eleven years language on academic freedom to be included in the collective agreement. The employer again said no. We dug in.

What became apparent is that the two sides held vastly different notions of what academic freedom entails. Eventually, through discussion the two sides affirmed a common principle. Management still did not want language in our CA, however, because it would mark the SCFA as special; in other words the college felt academic freedom should apply to everyone (we heartily agreed) but there would be a problem if SCFA was the only bargaining unit to have language in the CA. On our side, we rejected the proposal that academic freedom would be developed and covered entirely by college policy.

The result is an LOU which states:

The Parties recognize the importance of academic freedom as an underlying principle that affects all aspects of work at Selkirk College.

The Parties view the principle of academic freedom as significant to all employees and as such needs to be recognized by existing governance processes, structures, and policies.

The Parties agree to facilitate a dialogue on the principles of academic freedom in the context of the College community to inform governance processes.

This LOU expires March 31, 2019.

So, did we win?

It depends on who you ask. But the words academic freedom now appear in our collective agreement for the first time and with five years until we bargain again, we have something to build on. The college has indicated they are ready for dialogue. If you care about academic freedom, and you told us you did, then the next step is yours. What do you see as the major challenges to our academic freedom? How can we actively support and protect the exercise of academic freedom here at Selkirk College? The SCFA has resources to support your ideas and events. Let's start talking.

Pension Changes in January

David Feldman, Pension Advisory Committee

Hi everyone, once again I thought it would be worthwhile going through the changes to the pension plan which will take effect on January 1st. You can find more information at http://www.pensionsbc.ca/portal/page/portal/pencorpc/content/cpppage/news/cpp_mn062cpp_plan_design_reindexer_changes.pdf

Currently, we accrue 2% per year of pensionable service on all of our income over the year's maximum pensionable earnings (YMPE) and 1.7% for income under the year's maximum pensionable earnings. We also have a bridge benefit which corrects the 1.7% to 2% until we are age 65.

Also, we currently have an early retirement incentive built into our pension formula. The incentive is that if you retire between 55 and 60, your pension is reduced by **only** 3% per year for each year earlier than 60. To see why this is an incentive, consider a member whose highest five years average salary (HAS) is \$88,235.30 and has 17 years of service. For such, a full annual pension would be \$30,000 (\$2500/month) with the bridge retiring at 60. At age 65, this will go down to \$136,332 (\$2272/month). If this member retires at 55, the pension discounted by 15% would be \$25,500 (\$2125/month) with the bridge and then going down to \$115,882 (\$1931/month) at age 65.

The following table gives the earnings over five-year periods and the total earnings of a member who retires at 55 versus one who retires at 60. Note that the pension amount goes down at 65 when the bridge benefit stops. I've used the current YMPE \$53,600 to calculate the bridge benefit in all the calculations. This table assumes money later is worth the same thing as money now and even with that assumption, the member has to survive past 90 before recouping the money given up by not retiring early.

So now, if we retire at 55, we would have our full pension discounted by 30% rather than by 15%. If we retire at 60, our full rate would be discounted by 15%. This obviously makes it harder to retire early.

The people who benefit are those who plan to work longer and retire closer to 65. For example, if we compare what retiring at 65 under the old scheme with the above work record to that under the new scheme. Under the old scheme, a member retiring at 65 with HAS \$88,235.30 and 17 years of service would receive \$2272/month. Under the new scheme, the member would get \$2500/month.

It was argued that making it more beneficial to retire later was justified because we are – demographically – retiring later so this would benefit more of us than it disadvantaged.

A change you will see immediately is how your pension deductions work. Currently, you pay two different rates, one for amounts below the YMPE (9.6%) and another for amounts above (10.35%). With the new system, you will pay 9.86% on all earnings. This will be a small increase

	55-60	60-65	65-70 (w/o bridge)	70-75	75-80	80-85	85-90	90-95
Retire at 55	\$127,500	\$127,500	\$115,882	\$115,882	\$115,882	\$115,882	\$115,882	\$115,882
Cumulative	\$127,500	\$255,000	\$370,882	\$486,764	\$602,647	\$718,529	\$834,411	\$950,293
Retire at 60	0	\$150,000	\$136,332	\$136,332	\$136,332	\$136,332	\$136,332	\$136,332
Cumulative	0	\$150,000	\$286,332	\$422,664	\$558,996	\$695,328	\$831,660	\$967,992

What changes on January 1st is that for all work after that date, we will accrue pension at 2% per year for all income, not just that above YMPE. What this essentially means is that what used to be the pension with bridge benefit (ie just to age 65) now becomes the lifetime pension rate. This means a higher full pension rate. We also gained slightly stronger inflation protection in this agreement.

Since this change was supposed to be cost neutral, we paid for it by giving up our built-in early retirement incentive. The way we did this was by agreeing to a discounting of 3% per year for every year below age 65.

for members earning less than \$82,000 a year and a small reduction for those earning more.

A couple of last remarks: first, this doesn't impact past work. Past work will use the old accrual rates and the old early retirement incentive. Second, this has no impact on our own homegrown early retirement incentive: the ERIP.

Thank you from your SCFA Executive, Duff, Lui, Victor, Tracy, Mike, Danielle, and David