

Faculty Times

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President's report

Thinking aloud about the "s" word

By Mike Carroll

Faculty at Western unionized more than 10 years ago, and yet it seems likely that at least half of all faculty now here arrived after certification. Not having known a time when faculty were not protected by a Collective Agreement, it would be easy to take for granted the hard-won protections and benefits that we currently enjoy. That would be a mistake. Given that faculty salaries have been a constantly declining proportion of the university's operating budget for almost a decade, and given that the current economic downturn might well lead the Employer to

cry "poverty" more than is truly justified, a strong faculty union is the best way – likely the only way – to insure that faculty are treated fairly in regard to compensation, benefits and working conditions. So... let's talk about faculty strikes.

In August professors at the University of Sudbury went on strike for a week. In late September professors at Windsor and Brandon went on strike. The Windsor strike lasted 18 days; the Brandon strike 17 days. In October, Laval authorized rotating faculty strikes in 3-day blocks. In early November, CUPE 3903, which represents Contract Faculty at York, went out on strike. It might seem early to be thinking about the "s" word here at Western (after all, the faculty contract doesn't expire until June 2010) – but as Kim Clark, President during our last round of negotiations, said at the time: the best way to avoid a strike is to prepare for one. And it was certainly clear to me, as a member of the Negotiating Team, that the fact we had prepared for a strike (a generous strike pay policy, agreements with the bus drivers' union that they would not cross our picket lines, etc.) was instrumental in winning reasonable concessions after months and months of bargaining that had led

to little or no progress in many areas. So what does all this mean? It means we plan backwards.

Last time our strike date was February 2, 2007. Fortunately, negotiations resulted in a contract by the end of December, and that contract was ratified in January. Still, when it came, you may recall that the weather on February 2 was freezing (not just "cold" but "FREEZING"!) and realistically a prolonged strike would have been difficult to maintain – and so this time we have to set an earlier date (which after all is precisely what other Faculty Associations have done recently). With that in mind, the UWOFA Board last year adopted a timeline that is designed to speed up the process of negotiations for both of our Bargaining Units (Faculty and Librarians/ Archivists).

Here's the schedule envisioned by the Board. In March of the year before the year in which the Collective Agreement expires, the Board selects a Chief Negotiator, who assembles a Negotiating Team. Once approved by the Board and the Membership, the Negotiating Team forms the core of a Contract Committee (which is also open to the Membership) that

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develops negotiating goals. Once negotiating goals are approved by the Board and the Membership, the Negotiating Team drafts contract language. This process should insure that we are ready to negotiate before the end of our current contract. By early fall, then, we should be in a position to know whether or not we were making progress, with plenty of time to hold a strike vote, and even call a strike, that semester, if that were the only route to a fair

collective agreement. Hopefully, the simple fact of holding a strike vote, and getting a clear mandate from the Membership, would in itself jump start any stalled negotiations and make the need for a strike moot.

This process described above has already begun for Librarians and Archivists. Their contract ends June 30, 2009, and so their Chief Negotiator (Mike Dawes) was selected in March 2008 – and the Librarians/Archivists

Contract Committee is currently meeting. The Faculty Collective Agreement ends June 30, 2010, and so the process will start for Faculty in March 2009.

Again: no one wants a strike, but in the end a willingness to go out on strike, if we can't obtain a Collective Agreement that is truly fair and just after a reasonable period of negotiations, is likely the only way to *get* a Collective Agreement that is fair and just. ♦

Know your Collective Agreement

By Tess Hooks, Grievance Officer

How well do you know your Collective Agreement (CA)? Based on my interactions with many faculty members in my role as Grievance Officer, I think it would be fair to say that most faculty members have only a limited acquaintance with it. And that, I believe, is at the heart of at least some of the problems that faculty members encounter in their relationship with the Employer.

There is little doubt that the CA is a tough read, even to veterans of the legalistic and arcane language in which such agreements are often written. Our most recent CA is over 250 pages in length, and governs almost every aspect of our relationship between our employer (UWO) and us (the employees). This negotiated agreement sets the rules of conduct in the workplace to be

followed by the Employer and all Members of the Bargaining Unit. It is binding on both the collective and on the individual Members of the Bargaining Unit. It is also binding on the Employer and its agents.

This means that the CA sets out both rights and responsibilities for all parties to the agreement. It is difficult to claim one's rights or fulfill one's responsibilities if one doesn't know what they are. Thus greater familiarity with the CA is in everyone's best interests. We are, after all, scholars, and we all read difficult works within our disciplines. It is time to put our CA at the top of our reading list. Here are some examples of why:

Did you know that you could request a term free of teaching duties early in your career?

According to the Workload article (clause 7), a Full-Time Member appointed to a Probationary contract of more than five years, may request one Academic Year during the probationary period in which only one of the Academic Terms includes assigned, scheduled teaching duties. Taking advantage of this provision is important for almost all beginning scholars who are trying to establish their research programs. But note the language here. A term free of teaching is not an automatic right. One must make a request. In many units there are established norms so that Probationary Members have access to a term free of teaching. But in other units this might not be the case. If one does not recognize the need to actually make a request this is one opportunity that could be lost.

What, exactly, does signing off on a Promotion and Tenure file actually mean?

According to the Promotion and Tenure article, P&T Committees evaluate P&T files. The P&T file is thus incredibly important. The final item included in the P&T file (clause 6.5.f) is a table of contents listing all documents in the Promotion and/or Tenure File, signed by the Member and the Dean, or designate. But what does this signature mean? That the file is complete? Or that the table of contents matches the actual contents of the file? Or both? On this issue the CA is ambiguous. Because of this ambiguity and the importance of the P&T file, however, it is extremely important that every document listed in the

Table of Contents is actually in the file before signing off.

Do you know whether you have grounds for a grievance and how you should proceed if you do?

The Grievance and Arbitration Article sets out the procedures and time lines for the grievance and arbitration process. A grievance is an allegation that there has been a violation of the legal terms and conditions of employment. Knowledge of the CA is essential for determining whether there has been a violation. Furthermore, Members who suspect that there has been a violation of the CA have 180 days from when the Member(s) knew or ought reasonably to have known of the circumstance giving rise to the dispute to contact the Dean

(clause 11). As Grievance Officer, I have encountered Members who feel that they have been wronged but who have delayed contacting the union. Such delays can mean that the Member is foregoing appropriate remedies.

The CA is backed up by our union, UWOFA. It is UWOFA's responsibility to protect the negotiated rights of its Members. The Association has a Professional Officer, a Grievance Committee and a Grievance Officer, and other union officers all of whom are available to provide help to Members. But the first line of defence is to know your CA and to know it well. It is an important responsibility of every member of the Bargaining Unit. I encourage you to make reading the CA one of your New Year's resolutions. ♦

Workload trends examined by Study Group

By Jim Côté, Professor in the Department of Sociology

The Workload Study Group (WSG) was established under the provisions of the 2006-2010 Collective Agreement to examine trends in workload from 1990 to the present, subject to the availability of data. The trends to consider included "the impact of the use of new technologies, especially the use of e-mail, changes in the number of courses, in class sizes and the number of sections in all courses, in the level of TA and marking support, the development of new delivery formats, the development and deployment of new courses, and the number of different courses that Members have been required to teach over the study period," taking into account factors such as alternative workloads and sabbaticals, changes in faculty complement, including Part-Time and Limited-

Term appointments, and changes in undergraduate and graduate enrolments.

UWOFA was represented by Jim Côté (Chair), John Meyer, and Bob Scott (representing Limited-Term members).

The first step taken by the WSG was to undertake a review of the literature available in academic journals and institutional reports. Estimates of workload vary considerably nationally and internationally, although most studies suggest that full-time faculty members work between 50 and 60 hours per week, with 60 hours constituting a ceiling beyond which aspects of faculty members' personal and work lives suffer. The study of full-time faculty workload undertaken at Western in 1996 estimated a

university-wide workload of 49 hours per week when averaged over the year, with a high of 52.4 hours per week during the fall and a low of 45.6 hours per week during the summer.

The literature did not shed much light on whether there have been system-wide increases since 1990. Although there has been a province-wide 30% increase in student-teacher ratios since 1990, from about 19:1 in 1990-91 to 27:1 in 2004-05 (OCUFA, 2007), no studies have empirically investigated the relationship between increased student-teacher ratio and hours worked. It is possible that faced with larger classes faculty members change their pedagogical techniques to those requiring less work per student (e.g., through the use of multiple-choice tests). The implications of the necessity of adapting in these ways were beyond the purview of the WSG.

In order to investigate whether changes in workload could be detected at Western, the WSG used data made available by the university. Data comprehensive enough to control for factors that might affect an increase in workload associated with higher student-teacher ratio only go back as far as 1998, when UWOFA was formed. These data provided information concerning the number of students taking courses during the period 1998 to 2007, as well as the overall amount of teaching being undertaken by Probationary and Tenured faculty, Limited-Term faculty and Part-Time faculty members during the same period. However, fully accurate data were available only for the period of 2002-2007 because of record-keeping anomalies, which have since been addressed by the university, allowing for detailed records to be maintained in the future.

The most general finding was that the university-wide increase in the number of students and courses

being taught in the period 1998 to 2007 was absorbed by a parallel increase in the number of hires of Part-Time and Limited-Term faculty. Although the number of Probationary and Tenured faculty also increased during that period, from approximately 850 to 1,030, the amount of teaching undertaken by these members, expressed as the number of courses taught per member taking into account their workload agreement, was not significantly affected. **The implication of this finding is that a major proportion of the increased teaching demands required by the additional enrolment was met by Limited-Term and Part-Time faculty; accordingly, should there be any reductions in these positions, the teaching demands placed upon Probationary and Tenured faculty will increase.**

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In addition to these university-wide findings regarding teaching loads, the WSG also examined data at both the Faculty and Departmental levels, finding instances where teaching loads were changing dramatically. Most notable are the cases of declines in Computer Science enrolments over the past decade and increases in undergraduate Biology enrolments.

The WSG completed as much of its mandate as was possible given resources and time limitations, but recommended that the relevant detailed data continue to be collected and made available to the University community. It further recommended that the 1996 UWO survey of faculty workload (which stands in the literature as one of the best ever carried out) be repeated, and updated to assess the impact of new technologies on teaching, research and service, and the impact on teaching of changed student expectations. The WSG also recommended that the Teaching Support Centre be more widely promoted to faculty as an aid in dealing with workload pressures. ♦

Who deserves fresh air?

By Anne Skoczylas, Assistant Professor in the Department of History.

This term full-time faculty members in the Social Science Centre have been enjoying the benefits of fresh air flowing through their open windows. After decades of living in a sealed building with poor air quality, professors were delighted at the decision of the administration to install windows which open throughout the building, over a two-year period. Faculty offices were first on the agenda, with window installation being completed in the last weeks of summer. When the term started in September, most faculty members rushed to open their new windows and to breathe a little more easily. The windows represented a great enhancement of working conditions in the Faculty of Social Science.

One group, however, has been deprived of this benefit for at least another year — limited-duties faculty members. The rationale for this decision was not publicized, but presumably it was that limited-duties faculty spent little time in their shared offices and were thus less likely to suffer health problems from poor ventilation. Unfortunately in some cases this is not true.

In the History Department, two corner offices are currently occupied by limited-duties professors. In each office there are two faculty members, and again in each, one of the two uses the office only for office hours and brief periods between teaching times. The other two occupants, however, use their offices as their principal research and class preparation space, spending in them more hours per week than many full-time professors in the department spend in theirs.

Although the department chair protested at the implicit discrimination demonstrated by the administration, her arguments were rejected. The

whole History Department, in a strong demonstration of solidarity, also protested to no avail at this treatment of its colleagues. This solidarity is particularly gratifying in a Faculty which is under financial stress, and in which it appears that part-time faculty may find themselves not just without windows, but also without contracts for 2009-10.

The decision to leave one group of faculty members without fresh air for another year is typical of the often unconscious discrimination against Limited-Duties faculty demonstrated by those who administer UWO. Assumptions are made about the nature of their work and their dedication to the university which are frequently unjustified. While it is true that

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“Adjunct” professors in disciplines such as Health Sciences and Law may see their teaching duties as an interesting sideline to their “real” lives, for most of the limited-duties faculty in the Arts and Social Sciences, teaching is their “real” life. They are just as professional as their full-time colleagues, and only ask to be accorded the respect that they deserve for their efforts to improve their skills and to serve their students better.

The economic logic of completing the installation of new windows in all but two of the offices in a large section of one floor, while planning to return next year to install the final two, seems flawed. The inescapable conclusion presented by this administrative decision is that limited-duties faculty are not merely of little importance in the eyes of the administrators, despite the fact that they teach nearly 40% of the degree credit courses at UWO, but are also less deserving of good working conditions. The significance of their contribution to undergraduate teaching is devalued when they are treated as lesser beings whose welfare and comfort are irrelevant to those in power. ♦

Picking a President — somehow, some way, secretly

By Mike Carroll, President

Very shortly, Western will have a new president (and possibly that will have happened by the time this issue of Faculty Times comes out). Hopefully, that president will have the leadership qualities that will enable her or him to work with all faculty, all staff and all students in order to help us weather the current financial crisis with compassion and without sacrificing those things that make us strong as a research-intensive university. The problem, at the moment, is that the process of selecting a new president has not been transparent, except to the extent that we know – for certain – that the assessment of applications will have been done by only the smallest fraction of the university community.

Lots of groups, including UWOFA, were given the chance to make a presentation to the Presidential Selection Committee – but the issue was only “what qualities do you want in a President.” A short list of candidates was never identified; there were

no public presentations; and there was certainly no chance for UWOFA or any other group to interview applicants. In short, there was not, and will not be, any opportunity whatsoever to provide feedback on the particular individual who will be selected as the public face of this university.

Most commonly, the rationale for this sort of secrecy (when the matter is raised in private conversation) is that potential candidates might be scared off if they had to let their home institutions know that they were considering leaving. They might indeed, but then again, they might not. It’s another one of those guiding principles that are never tested. Do you seriously believe that we would attract no qualified candidates if applicants were only identified when they made a short list of two to three people? I don’t. We might even attract better candidates.

Remember too that in selecting whom to appoint as colleagues

and deans, appointment committees do solicit feedback on particular applicants. Why? For lots of reasons, but certainly one of them is that it promotes collegiality and inclusiveness. So where is the collegiality and inclusiveness in the presidential selection process? Nowhere to be seen. In the final analysis we will be presented with a *fait accompli*, and asked to give the person appointed – whoever it is and whatever demonstrated qualities they have or don’t have – our full support.

Incidentally, the appointment of the next President will provide a good test of just how sensitive the Board of Governors is to the political climate on campus. In a time of financial crisis, when all units are being told to tighten their budgets and share in the financial pain, what sort of contract will the B of G offer the new President? UWOFA has requested a copy of that contract after the appointment becomes public. Stay tuned. ♦

The agony and the ecstasy:

Reflections on the first Librarians and Archivists Collective Agreement

By Kristin Hoffmann and Ruth Wallace

In seven months, the first Collective Agreement for Librarians and Archivists will expire (to be exact, on June 30, 2009). The Bargaining Unit’s Negotiating Team and Contract Committee are already working diligently to

prepare for negotiations. It is time to take stock of what we have achieved in the collective bargaining process, and where we have had to compromise.

Some of the most significant gains in our first Collective Agree-

ment were related to our status within the University community. Librarians and Archivists now have academic status and academic freedom, which were perhaps the greatest achievements of the Agreement.

Gains related to salary and benefits include the removal of salary caps, establishment of base salaries for each rank, increased salary top-up benefit for Pregnancy Leave, and more vacation.

However, salaries still remain appallingly below the established market value in Ontario. Furthermore, benefits are still not on par with Faculty; for example, our Members do not have access to the Health Care Spending Accounts nor to the same child and family care privileges. Employer contributions to pension plans are also not on par with Faculty, and are lowest during the critical early years of employment. Many of our Members teach regularly in the Library and Information Science Masters program at

FIMS, but those earnings remain ineligible for pension contributions.

Improvements to working conditions include the opportunity to have increased input into the decision-making process through Unit Workload Plans, and the ability to request Alternative Workload arrangements. While there are no part-time positions for Librarians and Archivists, our Members now have increased access to Reduced Responsibility arrangements. Grievance & Arbitration mechanisms are now in place to ensure that our rights are protected.

Academic Activity Leave for Librarians and Archivists is also included in the new Collective Agreement, although there is only a modest amount available (generally a maximum of six months) compared to Sabbatical Leave for Faculty.

In a very tangible example of improvement to working conditions, all Members now have their own desk telephone. On the other hand, many Members still have inadequate working conditions and are required to share office space or work in very small cubicles.

These gains and gaps show that while our first Collective Agreement has made a very noticeable difference to the working lives of Librarians and Archivists at Western, there is still a long way to go before our Members are fairly compensated for their contributions to the University. ♦

Kristin Hoffmann is the UWOFA Board Representative for Librarians & Archivists. Ruth Wallace is the Deputy Chief Negotiator for Librarians & Archivists.

Dual-career academic couples a growing challenge

Compiled by Mike Carroll, President

◆ A study released by Stanford's Clayman Institute for Gender Research shows a growing number of faculty job candidates have partners who are also professors. Hiring dual-career academic couples is one of the biggest challenges facing higher education, said Londa Schiebinger, a history of science professor and director of the Clayman Institute. It is not only a tool to recruit top academic talent; it is also a way to attract and retain top women and minority faculty members, she said.

According to the Clayman study of 9,000 professors at 13 leading U.S. research universities, 88 percent of those who negotiated a dual hire at their current institution said they would have refused the job had their partner been unable to get a position there.

And about 20 percent said they or their partner would have taken a job at a less prestigious school to improve the couple's overall employment prospects.

The study found that academic-couple hiring increased from 3 percent in the 1970s to 13 percent between 2000 and 2006. Thirty-six percent of full-time faculty who participated in the survey have academic partners. Another 36 percent have partners with non-scholarly jobs, meaning nearly three-quarters of the respondents have partners whose employment opportunities probably need consideration.

Women are more likely than men to have academic partners, and women in academic couples said their partner's job status and opportunities are as important as their own, according to the findings.

Women also said the No. 1 reason they refused a job offer was because their academic partners were not offered appropriate employment at the new location. The study shows that 53 percent of female "first hires"—those hired before their mates—who get full professorships were with men of equal academic standing. Only 19 percent of male "first hires" who landed senior faculty spots had partners of the same academic rank.

Schiebinger said the numbers mean schools have to change the way they woo candidates. "Recruiters need to understand how personal and professional lives are linked in new ways given the diversity of the new generation of academics," she said. "You can't take practices that were developed to fit an earlier demographic and expect them to work for newcomers."

While the Clayman Institute study notes that more universities are paying attention to dual-career issues, only five of the 13 that participated in the survey have written policies on how to address the topic when it comes up.

At 12 of the universities surveyed, between 65 and 90 percent of faculty marked "I don't know" when asked if their school had a written policy.

The Clayman study encourages universities to adopt written protocols or guidelines for dealing with dual-career hires, and recommends that schools improve communication about the issue and budget money to help make the hires happen, when appropriate.

The study also addresses a potential pitfall of dual-career hiring: that the practice encourages universities to hire an under-qualified candidate or show favoritism to a job candidate just because his or her partner has "star quality" the university is unwilling to lose.

Forty-three percent of the survey respondents worry that couple hiring jeopardizes open competition. And some respondents said they have been treated like "trailing spouses" since they were hired along with a partner.

"Some colleagues see me first as someone's wife," one professor said in responding to the survey. Another respondent said his institution regularly treats secondary hires as second-class citizens.

But the study, which measured journal and book publications by secondary full-time faculty hires, concludes the productivity levels of those professors are not significantly different from those of their peers.

Here at Western, the Collective Agreement (in clause 5.1.1 of the Article Appointments) does provide that the need to advertise a *Limited-Term* position may be suspended when considering the spouse or partner of a successful candidate for a probationary or tenured position – though all other requirements must be observed. It would not be possible then to give the spouse or partner of a successful candidate a *tenure-track* position without advertising the position and allowing other applicants to apply. On the other hand, the very next clause (5.1.2) goes on to say that the need to advertise a tenure-track position may be suspended when considering a current Limited-Term appointee (which of course could include a spouse hired under 5.1.1).

Information provided by the Office of Faculty Relations indicates that a number of people, whose spouses/partners were or became probationary faculty, have been hired on Limited-Term contracts after an open competition. In only one case was someone hired under the provisions of clause 5.1.1 (i.e., advertising suspended) and then subsequently awarded a probationary appointment through clause 5.1.2. Generally, in other words, except for this one case, if the spouse or partner of someone appointed to a probationary position here at Western has himself or herself received a Probationary Appointment, this has only happened after an open competition. ♦

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