

 <h1 style="font-size: 2em; margin: 0;">Newsletter</h1> <p style="margin: 0;">SEPTEMBER 2003, Volume 30.1</p> <p style="margin: 0;">Vikki Cecchetto, EDITOR</p>	<p><b>in this issue:</b></p> <p><u>President's Report</u></p> <p><u>General Information</u></p> <p><u>Committees 2003/04</u></p> <p><u>New &amp; Retiring Member</u></p> <p><u>Bursaries</u></p> <p><u>g-mufagab</u></p> <p><u>Bingo</u></p> <p><u>Work Stoppages</u></p>
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## President's Report

### The Year Ahead

 Welcome back or, for our many new members, welcome to McMaster. I am told that, historically, the September Newsletter provides an opportunity for the President to reflect on the year ahead for MUFA. If I learned anything from reading the reflections of past presidents of MUFA, it is not to assume too much about the year ahead. This seems particularly true of years like this one, where there is no remuneration agreement to be negotiated, and which, it is therefore presumed, will be relatively quiet.

In this quiet year, I think there may be a little noise around these issues:

#### **Refining Directions**

The President and Provost devoted considerable time to refining the strategic direction of the University last year, in consultation with a range of faculty members. Over the course of this year, I expect to see the implementation of some of the recommendations. MUFA will be interested in ensuring that the needs and concerns of our members are not lost in policy discussions. In particular, MUFA is anxious that the discussion concerning the size of the University be a full, open one, and that issues such as faculty complement and the improvement of teaching and research conditions be kept in mind.

#### **Ending Mandatory Retirement?**

This is one of those issues that could disrupt a quiet year, depending on the outcome of the election and the enthusiasm (which seems to be waning) of politicians. Should a new or renewed government decide to end mandatory retirement, MUFA and the Administration will need to negotiate an appropriate, flexible and fair retirement policy. We need to be thinking about our options.

#### **Contractually Limited Appointments**

MUFA represents tenure and tenure-track faculty members, as well as those hired on a contractually limited appointment, be it nine months or three years. The range and purpose of such positions varies enormously across the campus. MUFA has become increasingly concerned that the conditions of employment faced by such appointments vary widely, and in some instances, vary from the language of the negotiated policies in the *Faculty Handbook*.

My perspective on this issue is probably shaped by my own history — my first job was at another university as a one-year appointment, which was then converted to a three-year appointment, the maximum allowed there. In terms of teaching, research, and service expectations, and in terms of workload, evaluation, salary, progress increases, and other benefits, I was treated exactly the same as my tenured and tenure-track colleagues. That seems to me not only the ideal but the norm. In my view any variations from the norm, whether the variation involves negotiating a less than 12-month contract or negotiating differing expectations of teaching and research, should be exceptional and must be justified.

Last year, a small joint committee explored some issues related to such appointments, but were mostly concerned with a particular issue that prompted the creation of the committee, the method for renewing appointments beyond six years. MUFA has responded to their recommendations by suggesting a more thorough review of policies related to contractually limited appointments, a review which in my view is best conducted in a year when we are not negotiating.

The issues MUFA has managed to identify so far include:

1. The increasing use of short term, less than 12-month appointments, and the implications for the University community, and for those holding such appointments.
2. The rights and responsibilities of long-term CLAs, and the implications for the University community and for those holding such appointments.
3. The nature of renewals and reappointments of CLAs.
4. The application of the negotiated CP/M scheme to CLAs.
5. The access of CLAs to the professional development allowance, and other negotiated benefits.
6. The teaching, service and research expectations facing CLAs, as articulated in letters of appointment. The MUFA Executive is particularly concerned by the heavy expectations and workloads being placed upon some “short term” CLAs.

What have we missed? What should we be seeking in discussing these issues? It is now over ten years since I held a contractually limited appointment, at a very different institution. I need the assistance and experience of MUFA members who currently hold a CLA, or recently held a CLA. If you have a story to tell me, whether it be positive or negative, about your experience, or if you have an issue that you think needs to be addressed, please contact me ([cruiksha@mcmaster.ca](mailto:cruiksha@mcmaster.ca)) or another member of the MUFA Executive. This is the issue I think MUFA needs to make noise about, in this quiet year.

As you may be able to tell, I consider this an immediate priority for the University. MUFA is anxious to clarify the rights and responsibilities of our members who have contractually limited appointments.

## Luncheons

Last year, MUFA invented a tradition — we took new faculty members out to lunch. It proved a real success. We learned a lot about the issues facing new faculty members, and about the information they need from us. We intend to continue the tradition this year, just as soon as the University Club is up and running.

## And...

There are always a whole range of other matters, from formal grievances to minor concerns, that arise over the course of the year. MUFA hopes to monitor the impact of the double cohort, and welcomes any concerns that may arise. We also will need to begin thinking about next year, when we will be negotiating a new remuneration agreement.

As always, I hope that we can resolve many concerns in a spirit of collegiality, whether in my regular meetings with President Peter George and Provost Ken Norrie, or in discussions in Joint Committee. This year, the Administration representatives on the Joint Committee are Ken Norrie (Provost), Peter Sutherland (Dean, Science), and Mo Elbestawi (Dean, Engineering); the MUFA representatives are myself, Trevor Chamberlain (Vice President), and Mike Veall (Remuneration Chair). I look forward to working with all of them, as well as Karen Belaire (Vice President, Administration), who as an official observer is a very useful and helpful resource for the Committee, and Phyllis DeRosa-Koetting, secretary to and an invaluable institutional memory for the Committee. Having spoken with associations and unions at other universities, I continue to believe that collegiality, although strained at times, remains an important hallmark of McMaster. I will work to keep it as a feature of the year ahead.

I am looking forward to a productive, not too quiet year as President of MUFA. If there are issues that you think MUFA ought to be making noise about, please let us know.

*Ken Cruikshank*



## Faculty Handbook Updates

Revised pages for the Faculty Handbook, which was first distributed in October 1999, have recently been mailed out to MUFA members and administrative departments. If you did not receive your package, contact the MUFA Office (ext. 24682, [mufa@mcmaster.ca](mailto:mufa@mcmaster.ca)). If you require another hard copy of the complete Handbook, contact the Bookstore's Custom CourseWare Department at ext. 23356.

The Faculty Handbook is also available on the MUFA web page ([www.mcmaster.ca/mufa](http://www.mcmaster.ca/mufa)).



**Are you Considering Early Retirement?**

In the past, some faculty members have signed individual agreements with the University concerning the conditions of their retirement. These agreements have covered special (non-standard) access to office space, laboratory facilities and other matters. At present, there is no established procedure, other than the civil courts, for resolving subsequent disputes concerning the interpretation of such agreements. The Faculty General Grievance Procedure applies only to those who “hold the academic rank of professor, associate professor, assistant professor or lecturer”. Professors emeriti are not covered even in the case of disputes concerning an agreement signed prior to retirement. Hence, it is especially important that clear, specific wording be used in such agreements. It is strongly recommended that our colleagues seek the advice of MUFA and of their own lawyers before signing any such agreements.

## **Are You Being Considered for Tenure and/or Promotion?**

If you are a faculty member who is being considered for tenure and promotion to associate professor or for promotion to professor, you may find it helpful to have a faculty colleague act as an advisor during this process. This colleague can assist in the preparation of your research résumé, teaching dossier and other material. An advisor can also accompany you to interviews at various stages of the process should this prove necessary.

This practice has been informally sanctioned in the past. The Tenure and Promotion Policy explicitly states that a faculty member may be accompanied by a faculty colleague acting as an advisor when appearing before a Departmental, Faculty or Senate committee.

Please feel free to contact the Chair of the MUFA Committee on Special Enquiries and Grievances should you desire further information concerning this policy or assistance in seeking out an appropriate advisor.

## **Committee Structure**

**2003/2004**

**Executive**

**Committees**

**MUFA Council**

**Observers Needed**

**Required: faculty and librarians who are members of the Faculty Association — yes, RETIREES also qualify — to serve as observers for appeal and grievance hearings. The role of the Observer is to report on the adequacy of the procedures, with a view to making recommendations to improve relevant policies, not to comment on the conduct or the judgement of the tribunal. Hearings usually take place over one or two days. For more information, send us an e-mail ([mufa@mcmaster.ca](mailto:mufa@mcmaster.ca)), give us a call (24682), or drop us a line (HH 103A).**



## New Members

Robert Anderson	<b>Sociology</b>	Graham McGibbon	<b>Chemistry/Biochemistry</b>
Michael Atkinson	<b>Sociology</b>	James McNulty	<b>Chemistry</b>
Glenn Bonnetta	<b>Mills Library</b>	Giuseppe Melacini	<b>Chemistry/Biochemistry</b>
Philip Britz-McKibbin	<b>Chemistry</b>	Alison Miculan	<b>Philosophy</b>
Gregory Burton	<b>School of the Arts</b>	Mandi Newton	<b>Nursing</b>
Alfredo Capretta	<b>Chemistry</b>	Joaquin Ortega	<b>Biochemistry</b>
Thomas Doyle	<b>Elec &amp; Computer Eng</b>	Marilyn Ott	<b>Nursing</b>
Catherine Frost	<b>Political Science</b>	Gladys Peachey	<b>Anesthesia</b>
Darren Grocke	<b>Geography &amp; Geology</b>	Hendrik Poinar	<b>Anthropology</b>
Alba Guarne	<b>Biochemistry</b>	Nasrin Rahimieh	<b>English</b>
Ahmad Hamid	<b>Civil Engineering</b>	Glen Randall	<b>Marketing</b>
Seungjin Han	<b>Economics</b>	Annette Reed	<b>Religious Studies</b>
Ruth Hannon	<b>Nursing</b>	Antonio Rossini	<b>Modern Lang &amp; Linguistics</b>
Alison Holloway	<b>Obstetrics &amp; Gynecology</b>	Celia Rothenberg	<b>Religious Stds/Hlth Stds Prog</b>
Susan Jack	<b>Nursing</b>	Anders Runesson	<b>Religious Studies</b>
Ana Johnson-Masotti	<b>CE&amp;B</b>	Kalaichelvi Saravanamuttu	<b>Chemistry</b>
Kim Jones	<b>Chemical Engineering</b>	Aaron Schat	<b>Marketing</b>
Tim Jones	<b>Marketing</b>	Ken Sills	<b>Physics &amp; Astronomy</b>
Jamie Killingsworth	<b>Communications Studies</b>	Christina Sinding	<b>Health Studies Programme</b>
Rafael Kleiman	<b>Engineering Physics</b>	Shahin Sirouspour	<b>Elec &amp; Computer Eng</b>
Martin Kolb	<b>Pathology &amp; Molecular Med</b>	Patrick Speissegger	<b>Mathematics &amp; Statistics</b>
Shiva Kumar	<b>Elec &amp; Computer Eng</b>	Jeremy Stolow	<b>Communications Studies</b>
Richard Mann	<b>Religious Studies</b>	Antonio Velasquez	<b>Modern Lang &amp; Linguistics</b>
Grant McClelland	<b>Biology</b>	Patricia Wakefield	<b>Marketing</b>

## Best Wishes to Retiring MUFA Members

We wish to extend best wishes to those faculty and librarians who have recently retired. We look forward to seeing them at the annual luncheon in their honour (this year on October 15) hosted jointly by the Presidents of the University and the Faculty Association.

<b>Robert Baber</b>	Computer & Software	<b>Malcolm Horsnell</b>	Divinity College
<b>Oded Bar-Or</b>	Pediatrics	<b>Peter Kingston</b>	Classics
<b>David Blewett</b>	English	<b>Graeme</b>	Religious Studies
<b>George Breckenridge</b>	Political Science	<b>MacQueen</b>	Psychology
<b>Tony Brennan</b>	English	<b>John Platt</b>	Physics & Astronomy
<b>David Butterfield</b>	Economics	<b>William Prestwich</b>	Kinesiology

<b>Peter Dawson</b>	Chemistry	<b>Cindy Riach</b>	Geography & Geology
<b>Richard Eband</b>	Biochemistry	<b>Michael Risk</b>	
<b>Gabriele Erasmi</b>	Modern Languages &	<b>Donna Sergeant</b>	Nursing
<b>Richard Haslam</b>	Linguistics	<b>William Slater</b>	Classics
<b>Rhoda Howard</b>	Pathology/Biochemistry	<b>George Sorger</b>	Biology
<b>Hassman</b>	Sociology	<b>Jose Venturelli</b>	Pediatrics



## For Your Information

# Bursaries for Dependents

### **INTENT**

The University offers bursaries to the spouse and/or children of McMaster faculty and staff who have registered for degree credit courses at the University under the terms and conditions below.

### **BASIC ELIGIBILITY**

The bursary programme is available to the spouse and dependents of: all full-time faculty and librarians and continuing part-time faculty and librarians with at least half-time appointments who have completed three years continuous service to the University by the first day of the academic session for which the bursary is awarded.

Clinical faculty who hold full-time or continuing part-time appointments may be eligible for this benefit providing that they have held the appointment for three continuous years by the academic session for which the bursary is awarded and should they hold a part-time appointment, that they carry a teaching load equivalent to nine (9) units of undergraduate teaching per year; the programme will be extended to part-time faculty in Health Sciences according to the above equivalence on the recommendation of the Department Chair to the Dean.

All staff paid by bank deposit who are employed either on a continuing basis or on a contractually limited basis and who work at least one-half the normal full-time hours and who have completed three years continuous service to the University by the first day of the academic session for which the bursary is awarded.

**Retired or deceased faculty and salaried staff who met one of the above eligibility criteria at the time of retirement or death.**

### **ACADEMIC ELIGIBILITY**

**In order to qualify for a bursary, the spouse or dependent must meet one of the following minimum conditions:**

- **for entering students granted admission, an admission average of at least 72% or its equivalent,**
- **for returning students of McMaster, an average of at least 5.0 at the last academic review,**
- **for students transferring from another university, an average equivalent to 5.0 or higher at McMaster, or**
- **for students in the M.D. programme or the School of Graduate Studies, attaining the standard for continuing in the programme.**

**Decision on academic eligibility shall be made by a Committee comprising of the Registrar or delegate (Chair), Dean of Graduate Studies or delegate, and an Associate Dean named by the Provost. The Committee may delegate its authority to the Chair to decide in routine cases.**

### **DEFINITIONS**

**For the purpose of this policy the definition of “spouse” and dependent” as found in the Sun Life Assurance Major Medical Plan shall be applied: Dependent — a faculty or staff members’ unmarried children excluding a child who qualified as an employee of the University and/or any child who has attained age 21 (age 25 in the case of a full-time student wholly dependent on the faculty or staff member for support). This is extended to include an unmarried child who attains the limiting age, but for reasons of handicap is chiefly dependent on the faculty or staff member for support and maintenance. Spouse — a person is considered a spouse if he/she is the employee’s spouse by virtue of a legal marriage or an employee’s partner who has been publicly maintained and represented as her husband or his wife for at least the previous year.**

### **COURSES AND PROGRAMMES COVERED**

**The bursary programme applies only to those degree courses and programmes offered by the University for which the Board of Governors sets the fees. The only non-degree programme which is eligible for this bursary programme is the programme in Clinical**

## **Behavioural Sciences.**

**A student must have been admitted to such a degree course or programme to be eligible for the bursary.**

### **VALUE**

**For the 2003/04 academic session, the value of the bursary will be \$3150, based on a course load of 30 units or more. For students taking less than a full load, this programme will cover \$105 per unit.**

### **PROCEDURE**

**Application forms for Bursaries for Dependents of Faculty and Salaried Staff are available from the Area Human Resources Offices, ext. 24391, or on the web ([www.workingatmcmaster.ca/jobmatters](http://www.workingatmcmaster.ca/jobmatters)). Completed applications are to be returned to Human Resources prior to the academic session for which a bursary is requested. Should a member of faculty or salaried staff cease employment with the University for reasons other than retirement or death, the recipient will retain the bursary to the first of the following dates coincident with or immediately following the end of employment: December 31, April 30, August 31.**

# **To Gab or Not to Gab**



## **g-mufagab, that is**

From time to time, there is a spurt of activity on g-mufagab. In our eagerness to encourage informed debate and, at the same time, obtain input from the membership, we fear that we have tried the patience of some. Many have enjoyed the interaction with fellow members; others have found it “too much of a good thing”. If you find yourself in the second category and want to be removed from the g-mufagab list, please send an e-mail to the MUFA Office so requesting ([mufa@mcmaster.ca](mailto:mufa@mcmaster.ca))

The g-mufagab list should not be confused with “g-mufa”. The g-mufa list is used by the MUFA Office ONLY for important notices and announcements and has proven to be an efficient means of communicating with the members.

# Bingo!!!!

Do you keep falling asleep in meetings and seminars? What about those long and boring conference calls? Here is a way to change all of that!

How to play: Check off each block when you hear these words during a meeting, seminar or phone call. When you get five blocks horizontally, vertically, or diagonally, stand up and shout **Bingo!!**

<b>Synergy</b>	<b>Strategic Plan</b>	<b>Core Competencies</b>	<b>Globalization</b>	<b>Double Cohort</b>
<b>Underfunding</b>	<b>Innovation</b>	<b>Protocols</b>	<b>Refining</b>	<b>Accountability</b>
<b>Directions</b>	<b>Knowledge Base</b>	<b>Impact (used as a verb)</b>	<b>Client-driven</b>	<b>International Distinction</b>
<b>Proactive</b>	<b>Information Management</b>	<b>Stakeholders</b>	<b>Empower or Empowerment</b>	<b>Excellence</b>
<b>Creativity</b>	<b>Performance Indicators</b>	<b>Paradigm</b>	<b>Diversity</b>	<b>Research Intensive</b>

## Testimonials from satisfied players:

"I had only been in the meeting for five minutes when I won." Jack W., Boston

"My attention span at meetings has improved dramatically." David D., Calgary

"What a gas. Meetings will never be the same for me after my first win." Bill R., NYC

"The atmosphere was tense in the last meeting as 14 of us waited for the 5th box." Ben G., Vancouver

"The speaker was stunned as 8 of us screamed "Bingo" for the third time in 2 hours." Kathleen L., Toronto

## Rights of Faculty during Work Stoppages by Other Groups

Case Comment: MUFA v. McMaster University

by David Wright

In the fall of 2000 the Faculty Association and the Administration negotiated a protocol governing the Rights and Responsibilities of Faculty During Work Stoppages by Other Groups at McMaster University ("the Protocol") which provided that Faculty had the right to respect the efforts of other employees to secure a collective agreement, including the right not to cross a picket line and not to perform the

duties of any striking employee.

The Protocol provided that if a Faculty member elected not to cross a picket line and did not make alternative arrangements for the carrying out of their regular duties on that day, the Faculty member would be docked pay for the day.

In March 2001 the support staff of McMaster University commenced a strike. The grievor decided at the outset of the strike that while he would cross the picket line in order to teach his classes, conduct student supervision and attend meetings, he would not perform the work of any striking employee nor would he aid anyone else in performing the work of a striking employee.

As it became apparent that the strike might continue into the exam period, the Administration issued a statement indicating that Faculty were required to hand their prepared exam copy to their department chair or directly to the Registrar's office.

The grievor prepared and published a statement indicating that he would not do the work of striking employees with respect to the preparation of exam copy and that he would submit his exam copy in his "usual manner". The Grievor's "usual manner" of submitting exam copy was by way of e-mail attachment to his departmental secretary, one of the striking employees.

Early in the strike it had become apparent to the grievor that, as a result of issues unrelated to the strike, he would not be able to complete exam copy for one course he was teaching by the deadline imposed by the Registrar's Office. He advised his department and Dean of the impending delay and, on an ongoing basis, of his progress in preparing the exam.

As the exam date approached, the grievor realized he could not guarantee, even if he finished the exam copy in time, that the exam could be held as it was unlikely that the exam copy would make it to the Registrar's Office if he delivered it to his departmental secretary by e-mail attachment. Out of concern for his students, the grievor cancelled the exam and stopped work on exam preparation. The next day the strike settled and the grievor resumed work on his exam copy.

Ultimately, the grievor was delayed by 13 days in finalizing his exam copy and the exam in the course had to be rescheduled. The Administration docked the grievor 13 days pay — one day for each day his exam copy was late.

He grieved and asserted that the Administration had no right to dock his pay arguing that he had in fact crossed the picket line and performed all his regular duties and that he had the right under the Protocol to refuse to hand his exam copy to anyone other than his departmental secretary.

The Administration contended that the grievor's stated reasons for the delay in preparing the exam copy were false and that he had deliberately stalled his preparation in order to provide support to the striking employees. The Administration also contended that he was

required to submit exam copy as directed by the Administration.

The Faculty Grievance Review Panel upheld the grievance on both counts. It concluded that the reasons for the delay in preparation of the exam copy were the result of issues unconnected with the strike.

Importantly, the Panel also determined that the terms of the Protocol protected the grievor's right to refuse to hand his exam copy to anyone other than the support staff as part of his right to refuse to carry out the duties of striking employees and his right to support their efforts to obtain a collective agreement.

The Panel ordered that the grievor be repaid the 13 days pay with interest.

The decision sets an important precedent for academic staff at McMaster (and any other university with a similar protocol). It provides clear protection for those who decide that they will offer support to striking employees and who decide that they will not be party to efforts of the Administration to break a strike by having the work of striking employees performed by others.

**David Wright is a partner in the Toronto labour law firm RYDER WRIGHT BLAIR & DOYLE and acted as Counsel to the Faculty Association and CAUT. The above article first appeared in the CAUT Legal Review, Vol. 4 No. 2, May 2003, and is reprinted with the permission of the author.**

October 2, 2003

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