



September 7, 2016

Discussion Paper – PSLA Labour Consultations

This discussion paper has been prepared by the Faculty Association of the University of Calgary to aid our members in understanding the potential implications of the changes to the *Post-Secondary Learning Act (PSLA)* being considered by the provincial government as outlined in its “Discussion Guide” consultation document. We will be discussing all of the issues with our Board of Directors, our Department Reps, and welcome hearing the views of our members as well. The Association will be developing a position paper in due course. Most of this discussion paper will take the form of responses to the topics raised in the government’s “Discussion Guide” – we will show those topics in **Blue, as referenced in that Guide**. You can use the table of contents below to navigate to the various sections. However before we go to the government’s Guide, we need to share some background information.

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Background

A. The Legal Status of the Faculty Associations

Currently, the Faculty Associations at all of the public post-secondary institutions in Alberta are established as bargaining agents under the *Post-Secondary Learning Act (PSLA)*, not the *Labour Act*. This means we have many of the same powers as a union, but are technically not trade unions. Because of the Supreme Court ruling requiring that all bargaining groups be given the right to strike [*Saskatchewan Federation of Labour v. Saskatchewan* (SFL decision)], the provincial government needs to update the legislation. They could decide to retain us under the *PSLA* and merely make an amendment to this effect, but instead at the moment they *seem* inclined to go further by simply making us regular trade unions under the *Labour Act* which already makes provision for a strike or lockout process. The problem we see is that things are not that simple -- moving us under the *Labour Act* has a variety of potentially harmful consequences for many of our members.

While there are many other groups that have special bargaining status (e.g. Alberta Teachers, police, etc.), we are not aware of any examples where a government has fundamentally altered such a system after the fact by moving bargaining groups into regular labour legislation – so this proposal of moving us to the *Labour Act* is unprecedented.

B. The Definition of “Academic Staff”

One of the assumptions in the Government’s paper is that the definition of the term “academic staff” in the *PSLA* is used only for labour relations, when in fact it is used for BOTH labour relations AND for academic governance. Changing the definition for one reason has the effect of changing it for the other, unless the definition is going to become different for one reason from the other -- something that would create its own problematic implications. For example, as we discuss later, some professions may not be eligible for membership in a union under the *Labour Relations Code*; this either means they will not be considered academic staff in university processes, or that the definition of academic staff will be changed to include both unionized and non-unionized members. This may significantly affect not just the labour rights of these individuals (benefits, pension, etc.), but also their academic rights to sit on Faculty Councils, General Faculties Council (GFC) and so on.

Changing the definition of “academic staff” or separating the *PSLA* definition from the labour definition may create problems in relation to a wide variety of policies established by the Board of Governors, GFC, and the Administration. Policies governing such matters as intellectual property, the code of conduct, harassment, research integrity, and so on, all assume a definition of “academic staff” consistent with those individuals being covered by the *Collective Agreement*: for example, they assume that members have the rights to representation, to ownership of intellectual property, etc. In addition, there are policies that apply to everyone *except* academic staff, because academic staff have the provisions/protections set out in the *Collective Agreement*. Virtually all of these policies will need to be substantially rewritten if the definition of “academic staff” for the purposes of university governance becomes different from that in the *Collective Agreement*, or if the individuals covered by the *Collective Agreement* lose that status. The resources required for the Board of Governors, GFC, GFC Committees, and the Administration to review and update all of these policies will be substantive and the review will require a great deal of debate. The outcomes of such debate are not clear.

All of this does not lessen the separate problem of “designation” discussed elsewhere in this paper. But currently we all have a shared language and understanding of the term “academic staff” to engage in that debate. The concern is that one of the basic definitions used within the University for policy-making, governance, benefits, rights, and protections may be altered without a full understanding of the magnitude that changing the definition of “academic staff” will have on the institution and the affected members.

C. The Fall 2015 Consultation

This is the second phase of a consultation process that began in Fall 2015. At that time, representatives of faculty associations, administrations, and graduate students associations across the province met in Edmonton to discuss potential changes to the *PSLA*. At that time, the Confederation of Alberta Faculty Associations (CAFA) held the position that the faculty associations should stay under the *PSLA*, merely amending that Act to comply with the Supreme Court requirements. This position was unanimously supported at the Fall 2015 consultation by both the Faculty Associations and the post-secondary administrations present.

The reporting of the fall consultation in this latest Government’s Discussion Guide deviates somewhat from the “What We Heard” report that was produced after the actual consultation, and included some new comments, omitted others and gave a significantly different spin overall. If you want to review the results of the first consultation, you can find the original report of those consultations here:

<https://work.alberta.ca/documents/essential-services-psla-what-we-heard.pdf>.

1. Alberta’s Collective Bargaining Model:

The question in this section of the Government Discussion Guide is oddly worded, but it appears to be asking whether or not members support moving from the *Post-Secondary Learning Act* to the *Labour Act*.

A. Labour Relations under the *Labour Act*

Aside from the strike and lockout provisions which would have to be put into the *PSLA* if we are to be retained there, one of the main differences under the *Labour Act* would be that the Faculty Associations and members would have access to the Labour Relations Board (LRB). Most of the rest of the *Labour Act* provisions listed in the Government's Discussion Guide are items that are **already covered** by the Association's *Collective Agreement*. For example, timelines for bargaining and other protections already exist in the *Collective Agreement*. Bargaining in bad faith, and other violations have been successfully dealt with by the Association through the mechanism of filing grievances. While the LRB might respond to some violations more quickly than an arbitrator through the *Collective Agreement* grievance mechanism, it may also be that they are less attuned to the issues related to a University than an arbitrator chosen by the Governors and the Faculty Association would be.

Even without the LRB, members can take action against Associations through the courts under the Duty of Fair Representation. It might seem that the LRB would be a better route for members filing such complaints against Associations, but it should be noted that the LRB decides against union member complaints in the majority of cases.

B. Strike/Lockout Provisions

The strike/lockout process listed in the Discussion Guide could be added to the current process fairly easily. The first three points are already in our *Collective Agreement*. Adding provision for a process for strike votes, lockouts, and notice would not be difficult.

C. Would the Binding Arbitration Provision in the *Collective Agreement* be Eliminated?

The Government's Discussion Guide gives the impression that the binding arbitration process would no longer apply. Legal advice we have been given says that this may not be the case for the four Comprehensive Academic and Research Universities. Unlike the situation in the colleges where there has been legislation preventing strikes, there is no reason to expect that establishment of strike provisions in legislation would necessarily nullify the existing binding arbitration provisions in the Comprehensive Academic and Research Universities' *Collective Agreements*.

2. Essential Services Legislation:

This will be a necessary discussion between a Faculty Association and a Board of Governors. The issues at a research/doctoral university are unique and quite unlike other workplaces in the public or private sector. Our fear is that cell specimens that may have taken years to develop may be allowed to die; patients (other than 'urgent' needs) may not be serviced; animals may not be cared for (beyond a minimum); other time-sensitive experiments may also need to be abandoned. There may also be consequences to the researchers related to research grant funding, whether from the tri-council or other donors, when all research must stop due to a strike or lockout. It is in part because of these unique problems that strikes by academic staff at research/doctoral universities in Canada are relatively rare, and in the few cases we know of the University either did not have medical/veterinary programs or academics in those areas were not members of the Faculty Association. In many ways, this discussion is aside from the current debate, but whenever policies regarding essential services are discussed we will

be consulting with all of our members and others to ensure that there is full understanding of the safety implications for all of the disciplines.

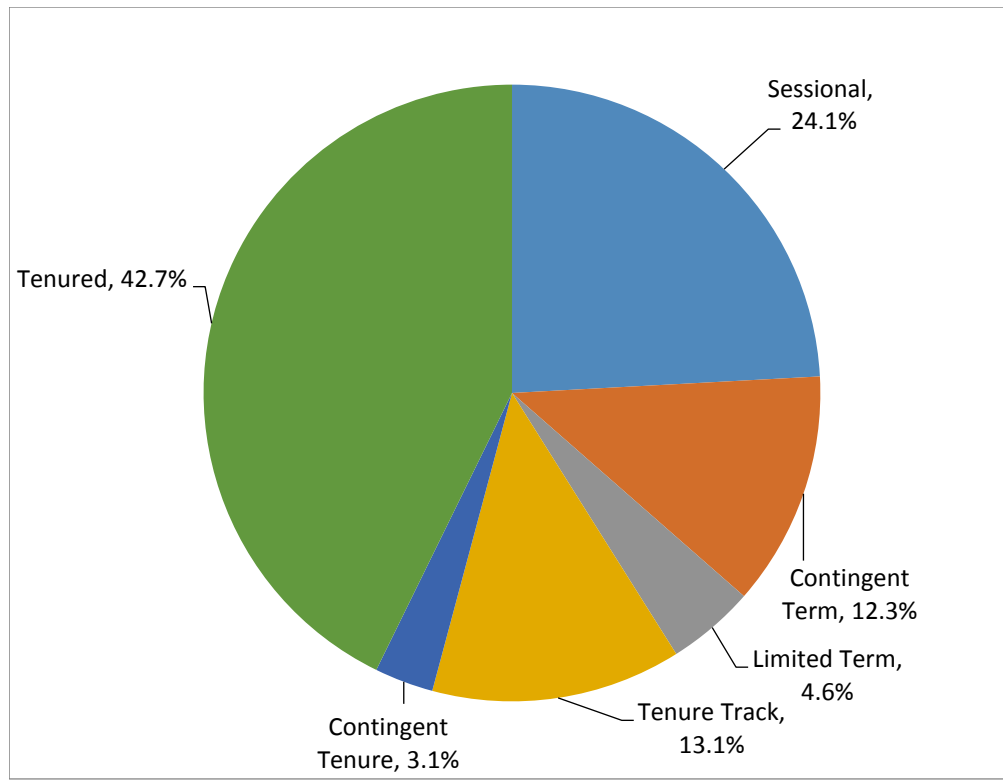
In the private or public sector, the implications of a strike or lockout would usually be borne by the employer – for example, the failure of a private or provincial lab to produce results affects the employer's output and its bottom line, but does not necessarily have direct impact on the future career of the lab worker. But in the university sector where cutting edge research is one of the fundamental purposes of the institution and key to the career of the individual researcher, the loss of years of experimentation due to abandoned specimens will be primarily felt by the individual researcher, not the institution. Such research losses could affect tenure, promotion, future employment, and so on, but are unlikely to have any real impact on the finances or standing of the University (aside from the teaching component). In other words, the implications of strikes or lockouts at a research university may be the reverse of those which occur for other employers. So far, we have not had any direct discussions with the Administration on this matter, but we know both sides recognize the difficulties. The implications for research are likely to significantly affect whether or not our members would vote to strike, and this is why it is important to keep a robust binding arbitration process alive. The problem of 'essential services' provisions having serious impact on the work of researchers would affect the Universities of Alberta and Calgary to a greater extent than on researchers at other institutions in the provincial post-secondary system because of the nature and intensity of the research conducted at these institutions.

3. Bargaining Agent Status:

A. Who Do We Represent?

i) Contract types

The Government's Discussion Guide gives the impression that there are two classes of academic staff – those with tenure and sessionals. The reality is that our Faculty Association represents academic staff with a wide variety of contract types and lengths, both tenured academic staff and others. Members may hold tenured, tenure track, limited term, or contingent term positions at any rank. Among these non-sessional positions, only 56% are tenured. When you add in sessional positions, only 43% of the Faculty Association's membership is tenured.



ii) “Regular” vs. “sessional”

The difference between a ‘regular’ position and a ‘sessional’ position is technically only the difference in the length of the term – sessionals have contracts of 12 months or less. Normally the ‘regular’ academic staff have contract at least 13 months in length, although there are two exceptions to that where contracts among regular academic staff can be 12 months. That being said, many sessionals have had multiple contracts extending back many years – longer than many of the ‘regular’ academics. Sessionals can be given full-time contracts; ‘regular’ members may be given part-time contracts.

Sessionals can be assigned any academic work including teaching, research, service, and administration. We have had a sessional Associate Dean and sessional Department Heads. The chair of the University’s Research Ethics Committee was a sessional. It is not the case that sessionals can only be assigned teaching, although under the *Collective Agreement*, the work is expressed in “equivalents” to half courses for the purposes of compensation. There is no maximum compensation – although a majority of sessionals receive compensation closer to the minima set in the *Collective Agreement*, we have had sessionals paid tens of thousands of dollars per half course equivalent.

iii) Types of sessionals

Part of the reason that there is such diversity in the use of sessionals is based on the stereotype of who sessionals are. In much of the debate, the focus is on the stereotypical sessional in the Liberal Arts who

cannot get an ongoing position due to the glut of academics in that academic marketplace. While there are certainly sessionals who fit that stereotype, it is a minority of the total number of sessionals instructors (albeit a significant minority). Roughly an equivalent proportion of sessional members are hired in the professional schools (medicine, education, engineering, veterinary medicine, business, architecture, social work, and nursing). In these cases, the instructors often hold full-time positions elsewhere, or are retired from those professional careers. About 10% of sessionals are over the age of 65; this increases to 20% if you look at members over the age of 60. Regular academics often take on sessional position post-retirement to remain part of the academic community.

The point of this section is to point out that the line between 'regular' academic and 'sessional' is not as solid as it might appear to be in stereotype; the actual experience is much more fluid.

iv) Academic and professional positions

We would be remiss if we also didn't note that the Faculty Association represents librarians, counsellors, archivists, counsellor, and a number of other non-teaching academic and professional positions where the nature of the work is clearly defined as "academic" in nature.

The value these members have found in being part of the Association is not just because of the provisions of the *Collective Agreement* (important as those are), but also in having their work recognized as part of the academic core of the University.

B. Breaking Apart the Faculty Association

The Discussion Guide invites the idea of breaking apart the Faculty Association into separate bargaining units. Our members may question where this idea is coming from, as there have been virtually no suggestions from within this Faculty Association about doing this at the U of C. The reason this debate may have emerged is that while the U of C Board of Governors has traditionally resisted any expansion of the bargaining unit (with a couple of noted exceptions), the U of A Board of Governors has designated virtually anyone remotely connected to the academic enterprise into the Faculty Association. This has evolved to the point that although the U of A and U of C are close to the same size as institutions (U of A has about 20% more students), the Faculty Association at the U of A is almost double the size of our Association. In other words, there are 2,000 more members in the U of A Faculty Association than the U of C Faculty Association. This has created some governance problems for them, likely triggering the current debate. Because of the proximity of the U of A to the Alberta Legislature, there is a tendency for the government to perceive problems in the University system through the lens of the U of A. Our concern is that problems created at that institution may lead to solutions that create new problems here.

A note about our history. We did not always represent part-time sessionals. When it was proposed that part-time sessionals be brought into our Faculty Association we held a vote of those sessionals. If our sessionals had voted against joining the Faculty Association we would have supported them joining CUPE, as the sessionals at Athabasca University had decided to do. The expansion of the Association to include part-time sessionals was not imposed upon them by others.

In considering the benefit of having a single united faculty association as opposed to having several separate bargaining groups, there are arguments for both options. When the Klein government forced

all of the public sector unions to take cuts, we were able to protect the sessionals at Calgary from such cuts. The stand-alone union of sessionals at Athabasca University was unable to do so. When we bargain salary increases, or improvements to benefits such as professional expense reimbursement, we insure that all parts of our membership share in these improvements. This is unlike the situation where there are separate unions bargaining independently. That being said we also try to address the unique needs of all our members, like the negotiations of a new salary structure for librarians, curators, and archivists a few years ago. We think that standing together has protected sessionals, librarians, counsellors, and others from losses of salary and benefits. In the case of violations (grievances), we also think that we are able to stand up to the Administration on behalf of individuals much better than a small union might. Finally, because we represent both “regular” and “sessional” members, we have been able to negotiate the conversion of long-serving sessionals into regular positions. However, there is certainly an argument that a small union or separate local for individual groups might be more focused on their unique needs.

C. Excluding Members who Supervise

The current *Labour Relations Code* prohibits unions from representing those who hold supervisory functions. For our Faculty Association, that could exclude hundreds of people from the bargaining unit – not just Heads, Associate Deans, Assistant Deans, Vice Deans, and Area Chairs, but a variety of Directors and any academic staff member who hires graduate students, lab assistants, and so on. Without appropriate changes to the legislation, large numbers of members may be excluded from the benefits and protections of the *Collective Agreement*.

D. Managerial Exclusions

As is normal in any labour setting, there do need to be some exclusions separating “management” from academic labour. Our Association already has negotiated a successful system in the *Collective Agreement*. The managerial positions excluded from the Association are listed in Article 1 and the Definitions section and generally exclude Deans and above.

E. Designation of Academic Staff

The current *PSLA* allows for the Board of Governors to designate who are academic staff members and thus who are members of the Faculty Association, following consultation with the Faculty Association. This is a somewhat odd practice in that it gives an employer the ability to define who is in a bargaining group. At least one Faculty Association in the province has received legal advice that this practice would not withstand a *Charter* challenge, so there is a strong argument that the legislation needs to be changed.

At the U of C, we have partly addressed this problem by incorporating aspects of the designation question into the *Collective Agreement*. So changes to the membership as defined in the *Collective Agreement* must be bargained. In our *Collective Agreement* we also have a negotiated process for consultation in the case of dedesignation (or how to move someone out of the bargaining unit). The only important right we are missing is the right to force a discussion about the designation of staff members who are not currently in the Association. As a general practice our Board of Governors/Administration has gone out of its way to prevent university employees who *seem* to have academic roles from being included in the Faculty Association. While the academic staff has remained at roughly the same number

for years, the exempt Management and Professional Staff (MaPS) group has been growing at a brisk rate. Even those who are in positions where PhDs are required, some of whom are required to conduct research and publish, are sometimes hired as MaPS or AUPE members rather than as academic staff.

The problem with addressing designation across the entire post-secondary sector is that each university, college, and technical institute has evolved differently and has differently needs. The U of A and U of C, as research/doctoral universities have categories of employees unlike those at the other post-secondary institutions, and may choose to organize differently from SAIT or the Banff Centre. That being said, the problem of not having an effective designation system arises everywhere in the province.

F. GFC Involvement in Designating Academic Staff

This idea listed in the government's Discussion Guide may come from a misreading of the BC *Universities Act* – while their Senate has the authority to determine academic staff for many purposes, it is not clear that authority applies to the labour relations milieu. Certainly it came as a surprise when we spoke with our colleagues in BC.

While there are many problems with various aspects of the ways in which universities in general are governed and with the workings of GFC in particular, the GFCs have neither the mandate nor the expertise to make determinations regarding who is to be designated as academic staff for labour relations purposes. Further, many academic staff currently do not have the legislated right to sit on GFC under the *PSLA* (for example, sessionals, librarians, archivists, curators, counsellors, and any professor/instructor who does not have a full-time appointment), so this would be a body making decisions about people without representation. GFC is also not just composed of academic staff members – only about half of GFC is elected from the academic staff; the rest are administrators and students. Should the students be deciding on who should be designated academic staff? Finally, most post-secondary institutions in Alberta do not have a GFC, they have an academic council where only one third of the members are academic staff members. The GFC for the universities is significantly different in both mandate and membership from that of the colleges and technical institutes. This inclusion of GFC in this debate opens up a myriad of issues related to post-secondary governance that is beyond the range of the current review of the labour relations components of the *PSLA*.

4. Scope of Collective Bargaining:

A. Legislating “Out of Scope”

It may be that the reason an American example is used in the Government's Discussion Guide is that legislating provisions out of *Collective Agreements* in Canada is likely to trigger *Charter* challenges. While it is difficult to give definitive opinions on hypothetical situations, our lawyer has advised us that we would likely have grounds for legal action if government legislation has the effect of removing negotiated provisions out of a *Collective Agreement*. Tenure, academic freedom and pensions are currently provisions in our *Collective Agreement*. A more appropriate scenario that may meet *Charter* scrutiny would be for the government to establish minimum provisions which all post-secondary institutions must meet, while allowing for free negotiations above and beyond that standard.

It may be that the government's intent is to take provisions out of the *Collective Agreements* in order to establish superior provisions entrenched in legislation. For example, it may be that the government may intend to do a positive thing and entrench academic freedom into legislation. The problem of doing this is that we will no longer have this protection protected by the *Collective Agreement* and the next government could change the meaning of "academic freedom" at a whim. The Canadian Association of University Teachers (CAUT) has seen attacks on academic freedom and tenure by governments and institutions of all stripes (this is not a left/right issue – we have had our members' academic freedom attacked from all sides). The best protections for academic staff for all of these provisions is through the mechanism of the *Collective Agreement*.

B. Tenure

The tenure Article in the *Collective Agreement*, recently ratified by our membership, took a confusing process established in a variety of different documents and with different twists in each faculty and made it a standardized, well-understood, consistent process. It also gave the GFC the ability to establish the criteria. This was an excellent solution, negotiated for the best interests of all concerned. It would be difficult to imagine a process that could apply across the province -- the needs of the various institutions would be quite different – for example, the process and standards that might be required for tenure at SAIT or Bow Valley College are not the same as the needs at the U of C.

C. Academic Freedom

Academic Freedom is protected through collective agreements throughout Canada, in fact the CAUT has advised that it was often the issue of academic freedom and the protection of tenure that led many faculty associations to unionize in the 1970s and 80s – not salary and benefits. The CAUT website, provides documentation on the many cases they have had to pursue where academic freedom has been violated, often involving people who were not protected by a local Faculty Association and its collective agreement (see <http://www.caut.ca/issues-and-campaigns/academic-freedom>). Without the *Collective Agreement* and the grievance process to protect against violations of academic freedom, a statement about academic freedom is relatively meaningless.

D. Universities Academic Pension Plan

Unlike the Colleges, the four Comprehensive Academic and Research Institutions (the "CARIs" -- the U of Alberta, U of Calgary, U of Lethbridge, and Athabasca University) and the Banff Centre are currently in a private multi-employer pension plan -- the Universities Academic Pension Plan (UAPP) -- established using our authority as the official bargaining agents and ratified through all of our *Collective Agreements*. The UAPP Sponsorship and Trust Agreement effectively exists as a nine-party *Collective Agreement* governing pensions. Government intervention in this negotiated pension plan would be an inappropriate intrusion into the provisions bargained by these Parties.

[See also section 6B below for more about the implications of changes on the pension plan.]

E. Alternative Processes

We already have situations where the Board of Governors and the Faculty Association negotiate to allow for alternative processes, for example in creating campus-wide policies. In Article 8 of the *Collective*

Agreement, the Faculty Association and Board of Governors agreed to allow the Board of Governors to establish a Harassment Policy. We have some specific protections for academic staff members, but which allow for an outside process to deal with matters of Harassment across all employee groups. This kind of issue is best decided at the local bargaining table and should depend on the matter at hand. Similarly, Article 28 establishes both a Faculty level and a central committee to determine tenure and promotion cases. Other examples include the processes for research integrity, intellectual property, and outside professional activity. The *Collective Agreement* establishes certain baselines, but allows the central administration or Faculties to deal with diverse concerns. The imposition of outside processes would not simply be breaking the *Collective Agreements*, but would likely be disruptive to existing successful processes. Again, there may be room here for the government to establish certain baseline standards where *Collective Agreements* are silent.

5. Phasing in of changes during a transition process:

As was noted earlier in this discussion paper, unlike the situation for the colleges, the legislated prohibition of strikes has not applied to the University Faculty Associations. It is not clear then, why the change establishing the strike/lock out process would necessarily have any impact on the Universities' existing *Collective Agreement* dispute mechanisms of binding arbitration. The Discussion Guide suggests that "all current compulsory binding arbitration provisions" will be reset to the new strike/lockout model. While it is clear that there will be an added provision for strike/lockout, the idea that we would lose the existing binding arbitration process is not consistent with the legal advice we have received to date.

Once new strike/lockout provisions are established, the Board of Governors and the Faculty Associations will need time to negotiate essential services provisions and establish other internal mechanisms. For the Faculty Associations, we will need to create a strike fund and/or join the CAUT Defense Fund. These measure will take time, so all of the Stakeholders need time to prepare for whatever processes are created before anyone is allowed to trigger a strike or lockout.

Finally, it is difficult to comment on how to deal with transition issues in the absence of knowing what the transition might be and/or what the implications might be. As we have noted earlier in this paper, there could be substantial implications for the pension plan and for university policies; in addition there could be necessary changes to the Association's governance practices, staffing, policies, and so on. Depending on the magnitude of the changes, this could tie up many resources over a number of years.

6. Further Considerations:

A. Prohibition of Physicians, Architects, Engineers and Lawyers in Unions

The *Labour Relations Code* currently excludes physicians, architects, engineers, and lawyers. While there may be an argument to allow those who are currently not active in their fields to remain in the Association, at the very least this couldn't/wouldn't apply to clinicians who clearly are concurrently working in the hospital setting, nor those other professionals who are actively engaged in professional work. The impact on all of these members is unknown, but it is likely the case that the protections and

benefits of the *Collective Agreement* would no longer apply to them. This will impact hundreds of current members.

B. Universities Academic Pension Plan

As we previously noted, the Universities Academic Pension Plan is not a government plan but is a multi-employer, jointly sponsored pension plan under the *Employment Pension Plans Act*. The Plan membership (both as Sponsor and Individual Member) does not currently allow members from unions other than the Faculty Associations. So some of the options presented in the Government's Discussion Guide could have the effect of removing members from the Pension Plan. Similarly, the establishment of new categories of exempt members may also not be recognized in the Pension Plan. The result is that hundreds of people could no longer continue to establish pensionable service under this Plan (any service accumulated to date would not be affected). This not only affects them, but also affects the remaining members of the Plan as the premiums of those who remain would rise significantly. Because of the government-created pre-92 unfunded liability which is being paid until 2043, the Board of Governors and Plan members split the costs of this unfunded liability beyond the small amount paid by the provincial government. The fewer the number of people, the more each member has to pay for this liability. This increase would not impact the employers as they pay half regardless of how it is split up among the academic staff. So for academic staff this could be a lose-lose scenario.

C. Management and Professional Staff/Post-Doctoral Fellows

At the U of C there are hundreds of employees who are excluded from any representation in any bargaining unit. The two largest groups of such members are Management and Professional Staff (MaPS) and Post-Doctoral Fellows (PDFs). Members of these groups routinely contact the Faculty Association asking for help when they have problems with the employer. As we don't represent them, we can only give them a sympathetic ear and provide generic advice. These members deserve representation by a bargaining agent. Many have asked that this be the Faculty Association (likely through a separate local) and we would be willing to do that, but of course that should be up to them. In any event, the government should stop this ongoing failure to allow for effective representation of groups of university employees. A caution is that the MaPS group is also in the Universities Academic Pension Plan, which could mean they are no longer eligible to be in the plan if they are unionized in any bargaining unit other than the Faculty Association. In that case, they will no longer meet the current definition of member under the pension plan and will be excluded from membership.

Conclusion

The post-secondary institutions in Alberta have flourished within a labour relations regime somewhat different from that in other provinces; just as individual institutions in Alberta have developed their own cultures and practices within the context of that labour relations regime. In healthcare, providing the same treatment to all patients regardless of their history, body type, or symptoms would be bad medicine. There is always the desire to find the elegant solution that solves all problems with a simplistic answer, but such solutions usually don't exist. While the motivation of the government might be positive the reality is they are looking to fix something that is not broken. The time involved to make the kinds of changes implied and the resources required to make such changes for both the Administration and the Faculty Association is huge. At a time when it is clear no new resources are

forthcoming, to introduce a “make work” project seems untimely. The issues we have raised in this discussion paper are intended to point out the very different experiences and the unintended consequences that a simplistic approach might trigger.

How to Submit Your Views to the Government

Normally, as the exclusive bargaining agents, the expectation is that the Government would be consulting with the Faculty Associations only. We don't know why they are insisting on going around the duly elected leadership of the Faculty Association to the membership, but if you choose to respond directly to the Government we would encourage you to also send us a copy to help us know your views as we prepare our official response (email faculty.association@tucafa.com, or send hard-copy to Room 1402, Education Tower). Your elected Board of Directors will be considering our official response to the Government and we will be consulting with the Department Representatives, so please share your views with them.

If you prefer to submit your views directly to the Government you can find a pdf copy of their Discussion Guide on our website - [Alberta Government – Discussion Guide \(.pdf\)](#).

Correction: The original draft of this document incorrectly identified the timing of the first consultation as Spring 2016 when it was, in fact, Fall 2015. The paper has been updated to reflect the correct date.