

SAFAGRAM

President's Message

By James McWilliams



Multimedia, Can it Be an Attraction and a Distraction?

All of us baby boomers have journeyed forward with some reluctance into the digital age. More remarkably, though, is that we have persisted with diligence, listened intensively to instructions, observed inordinately through inquisitive eyes and occasionally had our (now what) reservations. All of this is in order for us to have a somewhat positive handle on this modern mode of communication. Flip open phones, touch screens, ear buds, and the endless array of apps—all of this is to keep us humans in touch with the cybernetic world. In the not so distant past, many of us spent several months trying just to master the Walkman. I am not quite sure if our success with this new gadget earned us entry into the Star Wars club. Alas my confidence may have been somewhat ambitious because Google, YouTube, Chat Time, and Skype have now entered my universe. Uploads, downloads, music player, game hub, and then the two thumbed pièce de résistance—texting—OMG!

I am certainly not opposed to the multi-media phenomenon—on the contrary. Operational wise this Institution, as well as Faculty, would find it very difficult to function without access to our computer software, laptops, iPads, and other gadgets we deem to be necessary in the classroom. Imagine a life without spellcheck; the counsellors' offices would need a revolving door to attend to those distressed individuals who tend to panic when their computers take them hostage.

The accessibility of endless information and data through the multimedia outlets is mind-boggling. Therefore, as educators do we ask ourselves, does all this technology rob our students of some of the fundamental skills obtained throughout the education world? Like reading a novel, yes it can be read on a tablet, but the feeling of those pages between one's fingers, the smell of the paper, the anticipation of what's on the next page is an adventure many students may not experience. The keeping of a journal (quite foreign to the modern student) however, was used unsparingly by many of us in the past. The written word is an opportunity to soul search, reflect, and deliberate.

With today's students do we find that their attention span is inundated with "stuff" and that having them focus on accuracy and detail is becoming more challenging?

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SAFAGRAM editorial policy, as approved by the SAFA Executive on June 14, 1995, is as follows:

1. The Editorial Board has the final say as to what is included or deleted from the newsletter.
2. Editorial Board decisions about newsletter material must be agreed to by consensus.
3. The newsletter will include a disclaimer stating that the views expressed in its content do not necessarily represent the views of the Editorial Board or SAFA.
4. All material included in the newsletter must
 - be signed by the author when submitted to the editors, but anonymity may be requested and granted for printing.
 - be based on "reasoned argument" if personal criticism is used.
 - not involve name-calling.
 - not include sexist, racist, or homophobic comments.
 - be related to SAIT, although this will be interpreted broadly.

The views expressed in SAFAGRAM do not necessarily represent the views of the Editorial Board or SAFA.

<http://www.safacalgary.com/>

Labour Relations Officer (LRO) Report

By Al Brown, LRO



On April 6, 2017, the Alberta Provincial Government introduced legislation in the form of BILL 7 - AN ACT TO ENHANCE POST-SECONDARY ACADEMIC BARGAINING that will fundamentally change our bargaining process effective immediately. I've put together a short analysis of some of the impacts this change of legislation will have.

In the Fall of 2015, the Government of Alberta, in response to the Supreme Court of Canada decision that guaranteed workers the right to strike, consulted on changes to the labour relations model for Faculty members and graduate students at Alberta's public post-secondary institutions. In the Fall of 2016, Advanced Education launched the next phase of the labour relations consultation in order to determine the most effective post-secondary labour relations model. Following the consultation process, recommendations were submitted to the Government. The bulk of those recommendations were included in the new legislation (Bill 7). When enacted, this legislation will form the framework for labour relations in the post-secondary education sector in Alberta.

Strike/Lockout

This is the biggest change.

Our current Collective Agreement has provisions for binding arbitration. Until now, the Faculty Association could not go on strike nor could the Institution lock us out in the event that we came to an impasse at the bargaining table . . . until now.

Now, as expected, the new legislation eliminates binding arbitration as a method of dispute resolution. Instead, Academic Staff Associations will be able to go on strike and the Institution will be permitted to "lock out" their employees. Any strike or "lock out" would be subject to the process and restrictions clearly set out in the Alberta *Labour Relations Code*.

Although this provision doesn't come into effect until Bill 7 receives "Royal Assent," compulsory binding arbitration is no longer available as a method of dispute resolution.

There is a provision in the Alberta *Labour Relations Code* that would allow the Faculty Association and the Institution, if they mutually agree, to proceed to voluntary binding arbitration. However, any arbitration process that started prior to April 6, 2017, will still be resolved through compulsory binding arbitration unless the parties agree to terminate the arbitration.

Bill 7 is silent on the parties' ability to negotiate binding arbitration as the dispute resolution process in the event of an impasse at bargaining. However, the issue is not whether the parties should negotiate the right to strike or arbitration as alternatives but whether the parties can or should negotiate out of the right to strike and substitute, in lieu thereof, an interest arbitration process.

There are two competing principles of legal jurisprudence that need to be resolved in relation to the proposition that the parties could possibly substitute an arbitration process in lieu of strike/lockout; namely,

- One proposition is that the parties cannot contract out of a Charter right. If this proposition prevails then there is a question whether it is permissible by the legislation to allow the parties to negotiate a provision to substitute arbitration in lieu of strike/lockout.
- The second proposition is that there is not a violation of the Charter right to Freedom of Association and collective bargaining if the alternative process preserves a process of consultation and good faith negotiations.

On a "go forward basis," this will require further analysis to ensure that there is compliance with the Charter right to Freedom of Association.

Designation Powers of the Board of Governors and Management Inclusions/Exclusions

The Board of Governors will retain their authority to designate who is an Academic Staff Member (therefore a member of the Faculty Association) and who is not. There are important changes:

- Consultation will now be required by legislation before any appointment to Academic Staff as well as any change in designation. In addition to consulting with the Faculty Association, the Institution will be required to consult with "any other bargaining agent representing employees affected by the designation." Exactly what this means isn't clear at this point, but at the very least, it would include any other union or staff association representing workers at the institution, such as AUPE.
- I suspect this consultation will have far-reaching impact. For instance, appointment to the Academic Staff of an Institution means that an instructor is designated as an Academic Staff member when hired. This new legislation requires consultation with the Faculty Association prior to the hiring of the individual. So, does that mean developing hiring policies in cooperation with the Faculty Association or does it mean consultation with each individual? Does it mean that the Faculty Association has a representative of the Association on the selection committee? Right now, I don't know what "consultation" will look like except to say that it will need to be substantive and meaningful.
- Designation decisions will be subject to review by the Alberta Labour Relations Board. Now, any person or Faculty Association or any other bargaining agent affected by a designation or change of designation will be able to apply to the Alberta Labour Relations Board for a determination about who is an Academic Staff member. A "failure to designate" will also be subject to review. This has far-reaching consequences for SAIT and SAFA. As you know, we've had a long standing dispute when it comes to excluding fee-for-service contract workers and Academic Chairs from being covered by the Collective Agreement—effectively taking rights away from these two groups of employees. The decision not to have these people designated as Academic Staff is now open to review based on a "failure to designate" challenge.

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Library Report

By Alison Hart

The Reg Erhardt Library would like to share a memory of the Spring Flings from the SAIT Archives:

As soon as the snow melted on campus, SAITSA got ready to host SPRING FLING. An annual tradition that gained popularity in the late 1970s, Spring Fling was meant to relieve the winter blahs and tension for students.

The annual Spring Fling held at SAIT began with a free pancake breakfast in the Spartacus Lounge. Other events were held on the grass in front of Heritage Hall and featured a BBQ, dunk tanks, carnival games, student races, and a live band.

These photos are from some past years:



Spring Fling 1983



Spring Fling 1986



Spring Fling 1990

To explore more of SAIT's 100 Year History:

- visit the Archives website <http://library.sait.ca/archives/> or
- contact our Archivist, Karly Sawatzky, by phone 403.774.4688 or e-mail karly.sawatzky@sait.ca. ♦♦

AGM

Please join us for your Annual General Meeting
Thursday, May 18, 2017 at 4:00 p.m.
Orpheus Theatre (Small reception following)

President's Message *Continued from Page 1*

Through the communication lens is the clarity within the communiqué apparent? Is there evidence of commas, periods, and capitals, run-on sentences, and grammar that even has Dr. Seuss challenged? More importantly, how succinct is the communication? Is it comprehensible and even more so does it capture the audience? In this digital arena, do language skills (articulation and pronunciation, those key elements for self-assurance and recognition) get overlooked?

Graduation for many of our students is only several weeks away. For all students, it will be an exciting and memorable day. However, prior to the celebrations, many minds will be on the prospects for employment. That all-important résumé will be forwarded with much anticipation to prospective employers. However, the résumé in many cases is superseded by the inspired "cover letter"—the very avenue through which students can authenticate their ambitions, successes, and aspirations. Hopefully they have had the insight to have one of their instructors review and comment on the letter giving advice such as, "If an interview is requested, avoid the use of a smartphone when responding, chances for making errors on such a small keyboard are quite high." "In one's eagerness to reply, speed can be the demon resulting in some horrid spelling mistakes."

There is no disputing the fact that the modern student is more than efficient and capable in navigating in the multimedia world. However, if an interview is by a conference call, it will require the candidate to be clear, precise, and articulate. The face-to-face interview focuses on that look of confidence, the overall appearance, and the ability to engage in conversation applicable to that position.

Every step toward and through the hiring process is important. You may have only one chance to impress. Guiding, mentoring, and preparing students are processes SAIT Faculty provide effectively. Having our students understand the consequence of relying solely on a singular method of communication is a discussion that should be encouraged. ♦♦

- Also any designation or change in designation decisions prior to this new legislation will be subject to review without any retroactive time restrictions. The Labour Boards' decision will be final and binding.

Essential Services Agreement

The Institution and the Academic Staff Association will have to negotiate an "Essential Services Agreement" prior to any strike or lockout. Essential services are defined in the Alberta *Labour Relations Code* and are those services that, if interrupted, would endanger the life, safety, or health of the public or the rule of law and security.

Exactly which Academic Staff or which "Essential Services" isn't clear and is left to the parties to negotiate. There are also provisions in the Labour Code prohibiting replacement workers—if there is an essential services agreement in place.

Employer and Employee Defined

All Academic Staff members will be considered employees and the Board of Governors is the employer. I'm not sure how this would apply to any "Independent Contractors," but I believe they are employees for the purposes of labour relations. In addition, there are no managerial or professional exclusions from the definition of "employee."

Academic Staff are Excluded from *Employment Standards Act*

Academic Staff members will continue to not have access to provisions contained in the Alberta *Employment Standards Act*. This means that rules around hours of work, overtime, vacation entitlement, and many other employment conditions are only as stated within the Faculty Association Collective Agreement.

One *Labour Relations Code* Fits All

All of the Alberta publicly funded institutions (universities, colleges, and technical institutes) as well as their Academic Staff,

postdoctoral fellows, and academically employed graduate students are now equally subject to the *Alberta Labour Relations Code*.

Bargaining Agent Status

Under the *Post-secondary Learning Act*, the Academic Staff Association is designated as the exclusive bargaining agent for Academic Staff at each institution. No other union could "raid" the Academic Staff Association nor could the Academic Staff members decertify the Association or choose another bargaining agent to represent them.

That status will continue under the *Labour Relations Code*

until at least July 1, 2022. That date could be extended, but at some point, Academic Staff Associations may lose their designated status as the exclusive bargaining agent. At that time, they would be open to revocation, etc.

"All Academic Staff Associations are now deemed to be "trade unions" for the purposes of the *Labour Relations Code* ..."

All Academic Staff Associations are now deemed to be "trade unions" for the purposes of the *Labour Relations Code* which means that most of the Code

applies to Academic Staff Associations with the exception of Divisions 4 through 9 (the sections that concern revocation, certification, etc.).

Unfair Labour Practices, Duty of Fair Representation, Bargaining in Bad Faith

There are provisions under the Alberta *Labour Relations Code* concerning "Prohibited Practices." The actions of Academic Staff Associations and their respective institutions will now be vulnerable to complaints alleging an unfair labour practice (ULP), Duty of Fair Representation (DFR), and bargaining in bad faith. These complaints are adjudicated by the Labour Relations Board.

If you have any questions, please stop by the SAFA office, N201 in the Burns Building, or contact me directly at Ext. 4067, or by e-mail at al.brown@sait.ca. ☺

A Recap of the Performance Review

By James McWilliams

Over the past academic year, there has been much speculation regarding changes to the PPR/PPO document. As confusing as it was and somewhat premature in its launch, the new document was introduced by some schools. The new document will be introduced in its entirety for the next academic year. Employee Services will update all Faculty on the changes and implementation. For those instructors using the current PPR, the Performance Review will remain status quo for the remainder of the academic year. The PPR/PPO document has undergone a format change: Some of the outdated language has been removed, and new language has been introduced that will encourage Faculty to be more engaged in the PPR process. SAFA reviewed the new document contents and presently have no concerns.

More importantly, though, is that the PPR is now a focus item in Negotiations. This initiative was brought forward by

the SAIT Negotiations Committee. SAIT has indicated that they are looking at minimum changes in language to the PPR document. However, with regard to language changes or wordsmithing to the PPR document, any suggestions of punitive language being added to the document will be met with much opposition from the SAFA Negotiations Committee.

Although the Performance Review is a required procedure for all full-time Faculty at this institution, the reliance of a once-a-year meeting does not always have a favourable outcome for a Faculty member. This often leads to a misunderstanding and misinterpretation of what has been discussed and what was assumed achievable goals from the prior year's Performance Review. The practice of having more than one Performance Review meeting a year has value for both the supervisor and the instructor. Moreover, any problems,

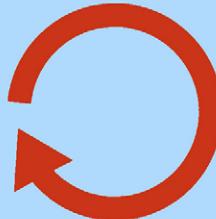
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Five Stages of Grief

Paper Writing

Stage 1: Denial

I must have read the assignment sheet wrong! There is no way that the instructor wants all of this!!



Stage 5: Acceptance

Oh well...I just need to get at least 2.0 in this class. Besides I have to get started on another paper that is also due this week.

*Apologies to E. Kubler-Ross



Jeff Logan 2017

Stage 2: Anger

Who does the instructor think they are assigning that many articles to review and include in my paper?! If they were here I would...

Stage 3: Bargaining

It's going to be okay. I will read a couple of more articles and finish up the paper tomorrow. I can just get up earlier until the end of the semester...this will work out alright...

A Recap of the Performance Review
Continued from Page 4

issues, or concerns related to the instructor's duties can be addressed and a consensus can be reached. More significantly, completing the PPR document is a crucial and mandatory process for the evaluation of all full-time teaching Faculty. A certain degree of readiness on the supervisor's part, and more importantly on the part of the instructor, is essential to the effectiveness of the communication and dialogue at the PPR meeting.

As a reminder to all Faculty, an overall assessment of "Requires Improvement" on a Faculty member's PPR will result in the loss of the annual increment (a grid step). In the opinion of the Faculty Association, this can be considered grounds for a grievance. Faculty are encouraged to contact the SAFA office within 10 days of receiving their final Performance Review. Furthermore, for anyone new to the grievance process, this course of action can have a psychological and emotional impact on a Faculty member and is never a guarantee that there will be a favourable outcome. Being proactive in discussing and clarifying areas within the PPR with one's Supervisor throughout the course of the academic year will help in eliminating any miscommunications or assumptions that both parties may have had. ☺



A+ CONGRATULATIONS!

Jason Boyd, Hospitality and Tourism

first instructor from SAIT

to be named the

Winner of the ACIFA Distinguished

Instructor Award for 2017.

2017 Spring Cotillion (aka SAFA Social)

Please help us celebrate Spring at the ODYSSEY
Wednesday, May 3, 4 - 6 p.m.

Canapes, Sweet Teas, Adult Beverages, Juice/Pop
Thanks to Brad Donaldson for funding this event.