

## **MRFA Diversity Committee (2012-2013)**

### ***Report to the Executive on Diversity Considerations in the Collective Agreement***

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Submitted by the MRFA Diversity Committee:

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## Introduction

The 2012-2013 Diversity Committee (DC) decided that the best way we could provide support to the MRFA would be to begin a process of reviewing the CA from a diversity perspective. Committee members acknowledge and emphasize that such a review of the CA is a critically important process and that this report represents the beginning of what we expect will be a long process of reconsidering the CA with an eye to diversity considerations. It is our expressed hope that next year's DC will continue this work and provide support as needed to the MRFA Executive as it prepares for the next round of negotiations with the University's Board of Governors.

It is the collective view of the Diversity Committee that there are some profound shortcomings in the CA with respect to policies surrounding **maternity/parental leave, the recruitment and retention of underrepresented groups, compassionate and illness leave, tenure and promotion, salary schedules, and the description of the workplace environment**. Each of these is outlined below.

### **PART I Policies Surrounding Maternity and Parental Leaves**

**Premise:** A recent report based upon a comprehensive analysis of available data and original research published by the Canadian Council of Academies entitled, "Strengthening Canada's Research Capacity: The Gender Dimension," identified "paid work-family balance" as one of seven principal barriers to women's advancement in university careers. An ability to easily exit and re-enter the university workforce and avoid penalties for doing so are essential to mitigating this problem.<sup>1</sup> Mount Royal University's current CA on Maternity and Parental Leave creates an inequitable environment, wherein birth and adoptive mothers are denied access to appropriate benefits and protections and whose ability to balance academic careers and family responsibility is thereby impeded.

**SECTION 1.** The following is a brief summary of the some of the most notable deficiencies in MRU's current CA on Maternity and Parental Leave, based upon a comparison with the CAUT's Model Clause on Pregnancy and Parental Leave.<sup>2</sup>

1. **CAUT Model Clause 1.1:** "A pregnant employee shall be entitled to seventeen (17) weeks Pregnancy Leave."
  - **MRU CA 17.1.4.5** "The pregnant employee is entitled to a period of not more than 15 weeks maternity leave starting at any time during the 12 weeks immediately before the estimated date of delivery."
2. **CAUT Model Clause 1.2:** "During the period of pregnancy leave as specified in Article 1.1, an employee shall receive from the employer:
  - (a) for the first two (2) weeks, 100% of her nominal salary;

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<sup>1</sup> The Expert Panel on Women in University Research, "Strengthening Canada's Research Capacity: The Gender Dimension," (Ottawa: The Council of Canadian Academies, 2012), 107-121.

<sup>2</sup> <http://www.caut.ca/pages.asp?page=390&lang=1>

(b) for up to a maximum of 15 additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the employee and 100% of the employee's nominal salary;

(c) Further, in the event of any reduction by the Government of Canada to the employee's EI benefit entitlement, an amount necessary to ensure that the employee receives the top-up described in Article 1.2(b)

- **MRU CA 17.1.4.7** "The period of eligibility for the SUB Plan is twelve (12) weeks."
- **MRU CA 17.1.4.7.1** The SUB Plan provides:
  - two (2) weeks of salary at 95% during the EI waiting period; and
  - ten (10) weeks of salary at 95% minus any EI benefits

3. **CAUT Model Clause 2.1:** "Employee shall give the employer at least four (4) weeks written notice of the date the pregnancy leave is to begin."

**CAUT Model Clause 2.2:** "The notice period in Article 2.1 shall not apply if the employee stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage."

- **MRU CA 17.1.4.1** "The employee who intends to take maternity leave shall give the Provost and Vice-President, Academic at least three (3) months notice in writing of the expected date of delivery of the child, specifying the proposed terms of leave."

4. **CAUT Model Clause 5: Parental Leave on the Occasion of the Birth of a Child**

5.1 On the occasion of the birth of a child, an employee who is a parent and who has opted to take parental leave under the Employment Insurance Act and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks.

5.2 During the period of parental leave as specified in Article 5.1, an employee, shall receive from the employer:

(a) an amount equal to the difference between the EI benefits received by the employee and 100% of the employee's nominal salary.

(b) Further, in the event of any reduction by the Government of Canada to the employee's EI benefit entitlement, an amount necessary to ensure that the employee receives the top-up described in article 5.2 (a)

5.3 If the employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the employer shall maintain the employee at 100% of his/her nominal earnings for the period of his/her leave.

- **MRU CA: 17.1.5.1** In the case of an employee who is not the birth mother, s/he shall be entitled to parental leave not to exceed one year, as stipulated in Article 17.1.1.
- **MRU CA: 17.1.5.5** An employee who commences parental leave may continue benefit coverage for the period of parental leave. The payment of benefit premiums shall be shared between the Board and the employee as per Article 16.2.

5. **CAUT Model Clause 6: Parental Leave on the Occasion of the Adoption of a Child**

6.1 On the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, an employee who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks.

6.2 During the period of parental leave as specified in Article 6.1, an employee shall receive from the employer:

(a) for the first two (2) weeks, 100% of his/her nominal salary;

(b) for up to a maximum of 35 additional weeks, an amount equal to the difference between the EI benefits received by the employee and 100% of the employee's nominal salary.

(c) Further, in the event of any adjustment by the Government of Canada to the employee's EI benefit entitlement, the employer shall pay to the employee the amount necessary to ensure that the employee receives the top-up described in article 6.2(b)

6.3 If the employee is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the employer shall maintain the employee at 100% of his/her nominal earnings for the period of her leave.

- **MRU CA: 17.1.5.7.1** An employee shall be granted up to three (3) days leave with pay to be present at the proceedings for the adoption of the child.
- **MRU CA: 17.1.5.7.2** An employee taking parental leave as an adoptive parent may be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan as agreed upon in 1992 [12 weeks]. The SUB Plan supplements Employment Insurance (EI) benefits during the leave of absence period due to adoption.

**SECTION 2:** The MRU CA does not adhere to the following five of six policies endorsed by CAUT's Policy Statement on Maternity and Parental Leaves:<sup>3</sup>

1. "Employers should provide full salary and benefits to members for the full duration of leaves available under provincial and federal legislation."
2. "During the leave, salary, pension, benefits and all seniority accumulations should continue interrupted."
  - MRU CA 17.1.3 the employee "may apply in writing to receive his/her annual increment" and must "[detail] the service and/or scholarship that the employee contributed...during the period of the leave." The Faculty Leave Committee decides whether or not the increment will be granted.
3. "Members returning from maternity or parental leave should be provided with the option of a reduced workload and a graduated return to a full workload."
4. "Members on maternity or parental leave should have a minimum extension of one year on any maximum defined period for application for tenure and/or promotion."
5. "Institutions should ensure that sick leave coverage is provided for medical conditions related to pregnancy."

**Recommendations:** The evidence outlined here demonstrates to the MRFA Diversity Committee (2012-13) that the current policy is wholly inadequate in serving the interests of its members and in ensuring a fair and equitable workplace for faculty at MRU. Therefore, this Committee **recommends that the Executive encourage the Negotiating Committee strongly to open the Maternity and Parental Leave clause of the CA in the next round of negotiations. It also recommends that the Negotiating Committee consider seriously the policies and principles set out by CAUT as "best practices" to guide them in their negotiations.**

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<sup>3</sup> <http://www.caut.ca/pages.asp?page=284&lang=1>

## **PART 2: Policies Regarding the Recruitment and Retention of Underrepresented Groups**

Mount Royal University, located in Treaty 7 territory, with the Tsuu T'ina Nation adjacent to campus, has a mandate to increase Aboriginal students by 7%. The need to recruit and retain tenurable Aboriginal faculty is not clearly reflected in the CA. When students can see that there is a place for them in an educational institution that supports diverse faculty, institutional student targets and community healing will go hand in hand (historically, education and its institutions have often been associated as sites of oppression, with negative experiences, compounded by intergenerational trauma).

Article 22.1 of the Collective Agreement on Workplace Environment contains a non-discrimination clause; however the entire CA document excludes the words Indigenous, Aboriginal, or even diversity. With these omissions, the CA fails to address the needs of underrepresented populations within the MRU community and also fails to create an environment wherein these groups can be effectively recruited.

The CAUT Bargaining Advisory (January 2010, No. 32) compiled a document, entitled 'Aboriginal Inclusivity,' which outlines the need for Aboriginal Inclusivity, and focused its recommendations on the following areas: **Appointment Process, Proactive Recruiting, Tenure and Promotion, Workload, and Leaves**. This draft report summarizes areas from the CAUT document that MRU should consider in its next round of collective bargaining with the Board of Governors. It is important to note that, while it may be tempting to consider all Aboriginal peoples under one umbrella, diversity across Indigenous cultures must be recognized and therefore the following recommendations may not apply to all.

### **The Appointment Process**

To recruit and retain Aboriginal academics must be considered a proactive and long-term goal. The 2012-2013 Diversity Committee **recommends that consideration be given to amending the language of the CA to include clauses such as the ones found at Wilfrid Laurier University as outlined below:**

#### **ARTICLE 8.3 NON DISCRIMINATION**

- This Article shall not preclude any employment equity or pay equity measures mandated by law or agreed to by the Parties, including any action that has as its object the increased representation of the four (4) designated groups for employment equity within the University, namely women, racial minorities, persons with disabilities, and aboriginal people as more particularly set out in Article 22.

#### **ARTICLE 22: EMPLOYMENT EQUITY**

##### **22.1 General:**

- In accordance with the University's general commitment to non-discrimination, as contained in Article 8, and to the principles of employment equity, the Parties recognize that particular measures are required to promote equity in the employment of women, aboriginal peoples, persons with disabilities, persons who are in a visible minority in

Canada, and persons in a sexual and/or gender minority hereinafter collectively referred to as “the designated groups”.

Wilfrid Laurier has numerous other examples of Aboriginal inclusivity in their CA.

### **Proactive Recruiting**

Currently, MRU’s online job postings include a holistic diversity statement. The Collective Agreement, however, does not include such a statement. The 2012-2013 Diversity Committee **recommends that, where appropriate, a candidate’s credentials should not be limited to academic degrees and professional qualifications, but should also include Elder and Aboriginal knowledge as it applies to the given discipline.**

### **Tenure and Promotion**

While the CA outlines workload expectations for teaching, scholarship, and service across the University, it does not adequately consider the documented workload challenges that Aboriginal academics in particular face. The following is excerpted from page 7 of the **CAUT Aboriginal Inclusivity Document**:

*“Often involvement in Aboriginal communities goes well beyond “service” and takes the form of applied research and professional practice and as such should be considered as part of an academic’s research activity. Similar modifications could also be made to acknowledge the mentoring of Aboriginal students as a teaching activity to be appropriately weighed when assessing the performance of workload duties.*

*Aboriginal academics, like all historically underrepresented groups, are acutely aware that the biggest equity hurdle they face involves gaining acceptance of non-traditional approaches as scholarship. CAUT’s Policy Statement on Equity enjoins associations to negotiate protections which ensure that, ‘when assessing scholarship for career decisions, recognition must be given to different and diverse experiences of various marginalized groups. Diverse substantive contributions to knowledge must be welcomed in the university. Diversity demands representation of difference in terms of vision, values, cultural mores, methodologies and epistemologies in critical analysis.’”*

### **Workload**

Similar to tenure and promotion, workload considerations for Aboriginal academics have historically been unbalanced due to mandates of diversity. The 2012-2013 Diversity Committee **recommends that targets of representation expected on campus committees should be reasonable and consider the actual ratio of Aboriginal faculty at the University. Undue pressure should not be placed upon Aboriginal faculty to participate in more Committees than they can reasonably be expected to join.**

### **Leaves**

The CA addresses leaves from employment duties in various places, but specifically in Article 17; however the current time allotted for compassionate leave in the event of the death of a family member fails to allow for cultural difference. Many Aboriginal communities are often remote, and may only be

accessible by expensive commuter planes, water taxi, and/or treacherous roads. Additionally, many Aboriginal families continue to straddle the Canada/US border, often creating a barrier to returning “home” for emergency compassionate leave. In the case of compassionate leave, the 2012-2013 Diversity Committee **recommends that the five day (plus two days travel) time allotted be increased to 10 days (plus two travel days).**

The 2012-2013 Diversity Committee hopes that the above Aboriginal Inclusivity document should be referenced in its entirety, as there are numerous examples of other Canadian Collective Agreements that would be useful.

### **PART 3: Policies Surrounding Compassionate and Illness Leaves**

Article 17.2 of the Collective Agreement on Illness Leave does not currently allow for the entitlement of illness leave to support a dependent child. It is the view of the 2013-2013 Diversity Committee that **this article should be expanded to enable faculty to request illness leave to support the physical or mental illness of a dependent child.**

Article 17.3.1.1.1 of the Collective Agreement on Compassionate Leave Definition of Terms currently defines spouse as “an individual to whom the employee is married or with whom the employee has been cohabiting for a period of not less than three (3) years if there are no children born of that union or for a period of not less than one (1) year if there are children of that union.” The 2012-2013 Diversity Committee takes the view that the definition of spouse should not change with or without the presence of children. To consider differently, or to privilege, spousal relationships with children is discriminatory. **We recommend all spousal relationships be considered equally and that compassionate leaves apply equally to all faculty, regardless of the presence of children in the union.**

### **PART 4: Policies Surrounding Tenure and Promotion Committees**

Article 9.3.10 of the Collective Agreement on Tenure and Promotion Committee currently states, “Members and alternates serving in their first year on a TPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and Human Resources during September and October. Workshop topics shall include responsibilities of committee members, the general criteria for tenure and promotion specified in this Agreement and the detailed criteria approved by General Faculties Council, congruence of scholarship expectations with the teaching loads and resources available for research at an undergraduate university, the need for flexibility in assessing and weighting a candidate’s performance, and the principles of due process and natural justice.”

Article 9.4.5 of the Collective Agreement on University Tenure and Promotion Committee similarly states, “Members and alternates serving in their first year on the UTPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and Human Resources during September and October. Workshop topics shall include responsibilities of committee members, the general criteria for tenure and promotion specified in this Agreement and the detailed

criteria approved by General Faculties Council, congruence of scholarship expectations with the teaching loads and resources available for research at an undergraduate university, the need for flexibility in assessing and weighting a candidate's performance, and the principles of due process and natural justice."

None of the training criteria for Department Tenure and Promotion Committees (TPCs) or University Tenure and Promotion Committees (UTPCs) includes diversity training of any sort. The 2012-2013 Diversity Committee feels this is a serious shortcoming and **recommends that diversity training be added to all training sessions for members of all Department TPCs and for the UTPC.**

#### **PART 5: Policies Surrounding Salary Schedules**

The Collective Agreement on Long Service Increments (LSI) states:

13.1.8.1 After completion of twenty (20) years of full-time service with the University (not including periods of unpaid leave) an amount of \$3,000 shall be added to the employee's annual salary and paid over 24 pay periods.

13.1.8.2 After completion of twenty-five (25) years of full-time service with the University (not including periods of unpaid leave) an additional amount of \$3,000 shall be added to the employee's annual salary and paid over 24 pay periods.

It is the view of the 2012-2013 Diversity Committee that the way LSIs are allocated discriminates against faculty who have taken maternity/parental leave(s). The Committee **recommends that measurement of LSIs should include maternity and/or parental leaves from the University.**

#### **PART 6: Description of the Workplace Environment**

The Collective Agreement on Non-discrimination in the Workplace Environment states,

22.1.1 Neither the Board nor its representatives shall discriminate against, or harass, employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, gender identity, sexual orientation, physical or mental *disability*, age, ancestry, place of origin, marital status, source of income, family status, or membership or activity in the Association as provided under the terms of this Agreement. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification. (italics added)

The 2012-2013 Diversity Committee is concerned about the above use of the term "physical or mental *disability*" and **recommends this be replaced with physical or mental "condition."**

***Going Forward***

This Diversity Committee is ready to assist the Executive and/or Negotiation Committees in any way possible to further these important goals. To this end, the continuing members of the current Diversity Committee request that the President of the Executive, Gerry Cross, consult with the newly constituted Committee at a meeting in the Fall of 2013 to discuss an action plan.