

DFA DIALOGUE

*SPECIAL
YEAR-END
EDITION*

May 2008

Halifax, N.S.

Vol. XXI, No. 1

SPECIAL "YEAR-END" EDITION DFA Dialogue

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NOTICE

DFA MEMBERS

**The Annual General Meeting of
the Dalhousie Faculty
Association will be held on:**

Wednesday, 14 May 2008

2:30 p.m.

**Potter Auditorium,
Kenneth C. Rowe
(Management) Building
6100 University Avenue**

This **SPECIAL "Year-End"** Edition of the *DFA Dialogue* contains Reports from all Committees. Highlights of each report will be provided by the DFA Representative(s) on that Committee.

Please bring along your copy of this **SPECIAL "Year-End"** Edition of the *DFA Dialogue* to the Annual General Meeting, and copies of reports sent to you by email.

Ian Colford
Editor-in-Chief
DFA Dialogue

Report from the DFA Grievance Committee

By Helen Powell, on behalf of the Committee

This report includes accounts, prepared by the assigned Grievance Officer, of the following cases:

Three cases at arbitration

1. Discipline Procedures (28.09 & 28.10) - and - Improper Suspension (28.15)
2. Workload (20.01, Article 10 and Clauses 3.02, 3.03, 17.09 and 17.18)
3. Retirees Trust Fund (RTF) Surplus & Indexation of Pension

Three cases at the formal stage

1. Denial of Promotion (Articles 4, 16, 17, 18, 29 and 36, and Sections 5 and 11 of *Nova Scotia Human Rights Act*)
2. Pensionable Service Contributions (Clauses 4.01, 30.08, 32.01, 32.06 and 36.01)
3. Voluntary Separation - Instructor

Twelve cases at the informal stage

1. Academic freedom - a) Limitation on Graduate Student Numbers and b) Composition of Examining Committee
2. Student supervision and evaluation
3. Years of Service
4. Board Grievance - Breach of Clauses 36.01 and 2.01 (*sic*) by the DFA
5. Supplementary Employee Retirement Plan (SERP) - Sexton
6. Workload Reduction under the Pension Plan
7. Professional Librarian Appointment - Clause 14.18
8. CURIE Insurance Agreement
9. Benefit Coverage for 10-Month Appointment
10. Instructor Appointment - Clause 14.18
11. Letter from the Vice President (Academic) #1 - clause 3.10 of the Senate Policy on Integrity in Scholarly Activity
12. Letter from the Vice President (Academic) #2 - clause 3.10 of the Senate Policy on Integrity in Scholarly Activity

On behalf of the Membership, I wish to thank our Grievance Officers for their contribution to this most important aspect of the Dalhousie Faculty Association's work:

Catrina Brown
Colin Stuttard
David Tindall
Dianne Pothier

Ian Flint
Jerry Singleton
Kevin Grundy
Terry Mitchell

A. Arbitration

1. Discipline Procedures (28.09 & 28.10) - and - Improper Suspension (28.15)

On March 27, 2007, a dean laid a formal discipline complaint before the University Hearing Committee without first holding the meeting with the Member as required under Clause 28.09. On April 16, 2007, the DFA initiated an informal grievance regarding this breach of Article 28. The dean failed to arrange an informal grievance meeting, and the DFA laid the formal grievance on May 28, 2007. The DFA also requested that the University Hearing Committee not act on the dean's March 27 complaint until the grievance process had reached a conclusion. The Chair of that Committee agreed, despite protestations from the Board's agents.

On June 11 the DFA held a formal grievance meeting with President Traves. The next day President Traves notified the Member and the DFA that he had decided to take disciplinary action against the Member, namely a four-month "suspension without pay commencing on January 01, 2008." On June 20, 2007, the DFA grieved this further breach of Article 28. An informal grievance meeting was held with President Traves on August 7. In the meantime, the DFA had given the Board due notification that the Association intended to refer the Discipline Procedures grievance (28.09, 28.10) to arbitration, and on August 9 requested that, should President Traves deny our 28.15 grievance, he agree to merge these two Article 28 grievances and put them before the same arbitrator. President Traves denied the grievance on August 14 and agreed to a single arbitration of these two complaints. An Arbitration hearing was held on March 18, 2008, when the DFA, without prejudice, agreed to withdraw these grievances and proceed with the Workload (20.01) arbitration, which would determine whether the Member's 2006-07 teaching assignment was validly made. If the arbitrator were to rule that the assignment was invalid, the member's suspension would be revoked. Otherwise, the matter would be referred to the University Hearing Committee.

2. Workload (20.01, Article 10 and Clauses 3.02, 3.03, 17.09 and 17.18)

On March 30, 2007, a Member initiated an informal grievance with reference to Clause 20.01, which concerns workloads of Members appointed to research ranks - a matter of prolonged dispute between the Member and the dean. The Member maintained that the dean had authorized a teaching workload that was not consistent with the Member's written agreement with the Board, and would preclude the Member from conducting research, including the supervision of one or more graduate students, required to fulfill the Member's responsibilities as the holder of an externally funded research appointment.

The grievance was triggered when the dean sought to discipline the Member for refusing to teach an undergraduate class during the winter term of 2007. The Formal Grievance meeting with President Traves was held on August 7, 2007. On August 14, President Traves notified the Member that he was denying the grievance. Arbitration is scheduled for April 22 and 23, 2008, with Susan Ashley. Three additional days have been scheduled for August.

3. Retirees Trust Fund (RTF) Surplus & Indexation of Pension

Rule 9 (f) of the Dalhousie University Staff Pension Plan states:

"Should the investment yield on the Retirees' Trust Fund in excess of PRIA be insufficient in any year to index pensions by the maximum amounts permitted under sub-rule 9(b), the Trustees of the Retirees' Trust Fund may, in their discretion, use up to a maximum of one half of a surplus, if any, identified in the Actuarial Valuation to make up the insufficiency." (http://personnelservices.dal.ca/personne_6675.html#S9)

The meaning of "a surplus" used to be clear to all: it meant the "going concern" surplus in the Retirees' Trust Fund (RTF) alone.

The Board, however, has re-interpreted the word "surplus" to refer to the Plan as a whole (i.e. the RTF and the Pension Trust Fund (PTF) lumped together). Because the PTF deficit outweighed the surplus in the RTF, the RTF Trustees were prevented from using their discretion under Rule 9(f) to catch-up the indexation, to the detriment of Plan members. The effect of this is to deny pensioners access to the full indexation and they, currently, fall about 7% behind inflation.

In the opinion of the DFA, supported by its lawyer, the opinions used by the Board, were both unreasonable and illogical, denying to retirees and their beneficiaries the benefits that might arise from the exercise of discretion by the RTF Trustees.

Informal discussions did not result in a resolution and so on September 4, 2007 the DFA filed formal grievance notice and on October 26 Dr. Shaver denied the grievance.

Notice of Arbitration was filed on November 19. Kevin Burkett agreed to be arbitrator but his earliest available date was not until 2009, causing considerable delay, and further financial hardship to many pensioners.

Thus, we proposed that each party make only a written submission: If accepted, that would have removed the need to schedule hearings and would have expedited the process considerably. Unfortunately, Hugh Wright, the Board's lawyer in this case, rejected our suggestion, so the start of consideration by the Arbitrator is delayed until early January

All along we have maintained contact with other employee groups as well as the Association of Dalhousie Retirees and Pensioners (ADRP). Naturally, the ADRP are

extremely concerned about the failure to fully index their pensions and have been active in exploring other avenues of redress (See their newsletters at <http://retireesandpensioners.dal.ca/> for more information.)

B. Formal Stage

1. Denial of Promotion (Articles 4, 16, 17, 18, 29 and 36, and Sections 5 and 11 of *Nova Scotia Human Rights Act*)

On 7 June 2007 President Traves wrote to a Member to deny the Member's application for promotion to Professor. The Member believed that President Traves did not apply, or misapplied, the proper criteria and standards in determining the Member's eligibility for promotion to Professor. On 5 July 2007, the Member and the Dalhousie Faculty Association commenced an informal grievance against the President. Various requests for extensions to the time limits were made and granted and the meeting at the informal stage of the grievance process was convened on 5 September 2007. At the meeting, the Member asserted that the President had violated provisions of the Collective Agreement regarding the assessment of the member's promotion file. The grievor claimed that President Traves had failed to give appropriate acknowledgment or credit to the Member's scholarship. Also, the standard applied or misapplied by President Traves in his consideration of the Member's promotion application had the effect of racial discrimination against the Member and of retaliation for the Member having made a complaint against the Board under the *Human Rights Act*. Even if President Traves did not intentionally discriminate or retaliate against the Member, the effect of his actions nonetheless was that he failed to observe Article 36 of the Collective Agreement requiring him to act fairly and reasonably and without discrimination.

The DFA argued that President Traves had failed to consider adequately or did not consider at all the recommendation of the Faculty's Committee on Tenure and Promotion, which had recommended in favour of promotion; also, that President Traves had failed to consider adequately or did not consider at all the referees' comments with respect to the Member's scholarship. Further, President Traves had failed to ensure that his recommendation on promotion had been made with consistency in the application of criteria and standards within the same Faculty as required by Clause 16.04(b) of the Collective Agreement. President Traves claimed such consistency, so the DFA asked him to provide access to the contents of another Member's special file for comparative review in the grievance process, as required by Articles 18 and 29.

In his letter of 11 September in which he denied the informal grievance, President Traves indicated, *inter alia*, that he would not release the comparable Member's file for review.

Subsequently, the Member decided to lodge a complaint with the NS Human Rights Commission rather than continue the grievance.

2. Pensionable Service Contributions (Clauses 4.01, 30.08, 32.01, 32.06 and 36.01)

The DFA filed a grievance on behalf of two Bargaining Unit Members who were on leave after the birth of a child. The grievance related to pension contributions. There was no issue regarding the first seventeen weeks of paid leave - for that period the grievors paid their regular pension contributions based on deemed 100% salary, and the Board paid its required portion. For the next fourteen weeks of paid parental leave (taken by both grievors) and the following twenty-one weeks of unpaid parental leave (taken by one of the grievors) the Board's position was that these periods could count toward pensionable service only if the Member paid twice their regular contribution based on 100% deemed salary, with the Board making no contribution. The grievance challenged this interpretation of the Pension Plan, claiming that the additional fourteen weeks paid leave and twenty-one weeks unpaid leave should, at the option of the Member, be treated in the same way as the first seventeen weeks.

The basis of the grievance was that the Board's interpretation of the Pension Plan amounted to discrimination based on sex (most taking parental leave are women) and family status (to the extent that fathers as well as mothers take parental leave). Members of the Dalhousie Pension Plan who take other forms of paid leave (specifically sabbatical or sick leave) or other forms of unpaid leave (specifically long-term disability) make regular contributions based on their deemed salary, that is, the Board makes its regular contribution on its own behalf and the Member is not required to pay double the regular contribution based on deemed salary. In other words, double contributions were required of those Members of the Pension Plan who take parental leave but not of those Members who take sabbatical or sick leave, or are on long-term disability. The grievance claimed that this amounted to discrimination under the *Human Rights Act*, noting that it is not legally permissible to contract out of the *Human Rights Act*.

The grievance was not resolved at the informal stage. The formal grievance was unusually detailed in comprehensively setting out the legal argument. There was never a formal grievance meeting. Although the Board never acknowledged that its prior interpretation had been discriminatory, it proposed an amendment to the Pension Plan to provide Members with the option to make "one-times" contributions for all leaves (paid or unpaid) prescribed by the *Labour Standards Code* (currently pregnancy, parental, adoption, compassionate care and court leave). It proposed to make this amendment retroactive to December, 2006 (the date necessary to cover both grievors). Since this proposed amendment fully satisfied the issues raised by the two grievors (and actually went further than the circumstances raised by the grievance), the grievance was held in abeyance while the changes to the Pension Plan were dealt with. The changes to the Pension Plan have now been completed, resolving the grievance to the benefit of the grievors and all other Plan members.

3. Voluntary Separation - Instructor

Recently, a member applied for voluntary separation as outlined in Clause 32:18. The request was denied on the basis that there is an unwritten policy that the Board does

not enter into voluntary separation agreements with Senior Instructors. Clearly such a policy, written or unwritten, contravenes the Collective Agreement. The grievor, the grievance officer and the DFA legal consultant met with representatives from the Board, Dr. Shaver and D. Gillis were not able to resolve this issue at the informal stage. The grievance committee has agreed to move forward with the formal grievance process and the formal grievance documents have been submitted. A reply is anticipated on or before May 9, 2008.

C. Informal Stage

1. Academic freedom: Limitation on graduate student supervision

On 18 January 2006, the Dean of Graduate Studies sent a letter to a Member stating that the FGS would “not consider any further admission recommendations of (*sic*) graduate students intending to study under your supervision (Master’s or Doctoral level). I will reconsider this decision once the total number of students in your group has decreased to a level that will be conducive to effective supervision.” The Member grieved this administrative action and an informal level meeting was held on 9 February 2006. The Dean then wrote to the Member making a limited proposal for resolution “without prejudice and without precedent”, and asking for a complete proposal from the Member. The Grievance Officer sent a response on 28 March, but there was no further response from the Dean, whose term ended on 30 June 2006. The Member was on sabbatical leave until 30 June 2007, subsequently, the Member contacted the new Dean of Graduate Studies to resolve the issue of the previous Dean’s letter.

2. Student supervision and evaluation

A Member believed that at a meeting on July 10, 2007, the Dean of his Faculty and the Dean of Graduate Studies had sought to interfere with the Member’s role in the supervision of a graduate student, especially in determining the composition of the student’s thesis examining committee. The DFA gave notice of grievance on behalf of the Member on July 19, 2007. By mutual agreement the informal grievance meeting with the two deans was deferred until September 18. At the conclusion of the informal grievance meeting the Dean of Graduate Studies undertook to check with her office staff regarding FGS policy and practices for deciding the composition of a thesis examination committee. The Parties held a second informal grievance meeting on November 20, 2007, when the Dean of Graduate studies agreed to write to the Member and the student concerned to clarify how the composition of a thesis examining committee could, or could not, be changed. The Dean’s subsequent letter resolved this grievance.

3. Years of Service

In January, 2007, a dean decided that an unresolved dispute regarding a Member’s teaching schedule for one term meant that the Member was not providing service to the University for six months, which would affect the Member’s eligibility for a subsequent

sabbatical leave. The matter was grieved and the Informal stage meeting was held on 6 February 2007. At that meeting the Grievance Officer explained to the dean that in Canadian Labour Law generally, and the DFA-Board of Governors' Collective Agreement specifically, the term "service" is synonymous with "period of continuous employment with the Employer"; and since the Member was continuously employed by the University, there was no break in service. The dean's advisor disagreed, claiming that service entailed the performance of assigned duties. The dean wrote to the Grievance Officer on 13 March to clarify her position and the grievance remains at the Informal stage pending resolution of a related arbitration(s).

4. Board Grievance - Breach of Clauses 36.01 and 2.01 (sic) by the DFA

On June 7, 2007, the DFA received written notification from the Director, Academic Staff Relations, of an informal grievance by the Board. The Director asserted that the DFA "has not acted fairly, and/or reasonably, and/or in good faith" when it refused to agree to two requests for deadline extensions to June 08, 2007, concerning the informal processing of two grievances, and imposed unreasonable deadlines of May 07 and May 15, 2007, when the relevant Dean was out of the country; and the DFA had filed two grievances "before allowing completion of processes that were underway when the grievances were filed." The Director also claimed that the DFA was "Being unreasonable by taking conflicting positions on the appropriate body to have jurisdiction over objections relating to the discipline process."

At the subsequent informal grievance meeting on July 30, 2007, the DFA pointed out that Clause 29.04 of the Collective Agreement states: "... no grievance or arbitration shall arise from" Article 2. The meeting participants then engaged in a discussion of the purpose of informal grievance meetings and the respective roles of the Director and the Grievance Officer at those meetings. The DFA noted that the Collective Agreement did not require either of the Parties to agree to extend deadlines when requested to do so by the other (Clause 29.42), and that deadlines were specified in the Collective Agreement; they were not "imposed" by the DFA. The DFA was not aware of any provision of the Collective Agreement requiring a grievance be deferred pending the outcome of any other processes (see 29.44). Finally, the DFA observed that the Board's complaints were all out of time, given that June 7, 2007, was more than 15 days beyond the date of each alleged act or omission referred to in the Board's grievance (29.06(a)).

5. Supplementary Employee Retirement Plan (SERP) - Sexton

This affects only those former TUNS Members who chose to remain in the Public Service Superannuation Plan (PSSP) when TUNS and Dalhousie were amalgamated. In short, the Income Tax Act (ITA) places a limit on the amount of pension which can be paid from a registered pension plan. Nevertheless, Nova Scotia legislation, passed in May 2004, provides that higher amounts can be paid to PSSP retirees, by adding a payment from the SERP. This legislation permitted certain employers (Dalhousie was one) the option not to participate in the SERP.

On 26 April 2006, Mr. Roughneen wrote: I have now advised the Director, Pensions Services that Dalhousie is opting out [of SERP]. This means that some Sexton Members are entitled to a refund of contributions, along with a refund of the contributions that Dalhousie made on their behalf, plus interest. However, it was not until November 2007 that the enabling Regulations were put into place by the Government of Nova Scotia. So, at this time, refunds have not been paid.

The Members concerned feel that they have been treated unfairly relative to those who opted into the Dal Plan and, rather than receiving refunds, want Dalhousie to reverse its decision to opt-out.

This case is presently in the hands of the Assistant Vice-President, Human Resources (Katherine Sheehan).

6. Workload Reduction under the Pension Plan

A Member applied for a Reduced Workload Arrangement (RWA) under Rule 23 of the Pension Plan (<http://humanresources.dal.ca/files/PenPlanText.pdf> ... Summary at http://humanresources.dal.ca/personne_4291.html). The Plan says: “approval of such an RWA is by mutual consent, and is not extended as a matter of right”.

Although the head of the Member’s unit approved, the Dean rejected it, principally on the grounds that the Member’s teaching experience was too valuable to be replaced by a sessional appointee.

This was taken to the informal stage with the Dean, without success. However, a alternative solution, satisfactory to the Member was worked out with the head of the unit and the application was withdrawn.

7. Professional Librarian Appointment - Clause 14.18

The DFA initiated an informal grievance on 21 September 2007, stating that the Dalhousie University Libraries had violated Clause 14.18 of the Collective Agreement by advertising for a position outside the Bargaining Unit that would be assuming duties of a Bargaining Unit Member, specifically a professional librarian. The grievance was resolved at the informal stage when the University Librarian agreed that the job description would not include any professional librarian duties. Further, the University Librarian stated that a Systems Librarian would be hired following the Senate Review of the Library System in 2008.

8. CURIE Insurance Agreement

The DFA filed an informal grievance on 10 January 2008 pursuant to the Board’s refusal to provide the DFA with a copy of the board’s insurance agreement with the Canadian Universities Reciprocal Insurance Exchange (CURIE). At the same time, the DFA filed a request under Freedom of Information provisions. The grievance was resolved at the

informal stage when the Board agreed to provide the information requested by the Association. This information is valuable to Members who need to know the level of insurance coverage they have as part of their employment at Dalhousie.

9. Benefit Coverage for 10-Month Appointment

This grievance was resolved at the informal stage “without prejudice and without precedent”. In this case, an American faculty member was hired on a 10-month term basis. In negotiations, the Member was told he’d be eligible for all the health benefits other employees of Dalhousie were afforded. However, when he applied for medical coverage, he was told that because he was not eligible for provincial medical insurance, he was also not eligible for Dalhousie’s medical coverage, and further that he would be required to seek and pay for his own medical insurance. In the meeting that was subsequently held, it was suggested that one resolution would be for Dalhousie to reimburse the Member for his private medical insurance costs, and that staff be informed of the criteria pertaining to Dalhousie’s major medical insurance, especially in its relationship with provincial medical insurance. This remedy was accepted, and the Member was reimbursed.

10. Instructor Appointment - Clause 14.18

This grievance is being conducted on behalf of the Association and pertains to a part-time Instructor position previously held by a DFA Member being advertised as “ADM-05”. Background: This position was held by a 50% part-time faculty member from August 2006-07 but it has now been re-classified as an administrative position although the terms of reference, qualifications required and salary offered are the same. An informal meeting took place, although D. Gillis was present, and therefore B. MacLennan. In the ensuing discussion it was clear that the Board representatives were not receptive to reclassifying the position - in fact it was said that this meeting “won’t get anything resolved; there is a difference of opinion”. The DFA is not proceeding with this matter at this time.

11. Letter from the Vice President (Academic) #1 - clause 3.10 of the Senate Policy on Integrity in Scholarly Activity

A member filed a complaint with the Vice-President (Academic) under clause 3.10 of the Senate Policy on Integrity in Scholarly Activity ([http://senate.dal.ca/Policies and Forms/Policies.php](http://senate.dal.ca/Policies_and_Forms/Policies.php)) alleging that another Member had claimed partial authorship of a paper without having contributed to it.

Rather than investigating the complaint, for example by interviewing the Member who was being complained about, the Vice-President wrote a letter to the Member, which accused the Member of using intemperate language and dismissing the case, summarily.

In the letter, the V-P quoted certain words that were, supposedly, used by the Member in his complaint. V-P Shaver was asked where those words could be found but his

response, rather than producing a reference to the offending documents simply asserted again that they were there.

It appears that the Administration is taking a hard line ... In a number of cases, including this one, they assert that the Collective Agreement cannot be used to ensure that administrators follow Senate Policies. If taken to its logical conclusion, this would mean that Members do not have to follow Senate Policies either ... Surely not a good way to run a university. This case remains at the informal level.

12. Letter from the Vice President (Academic) #2 - clause 3.10 of the Senate Policy on Integrity in Scholarly Activity

A member filed a complaint with the Vice-President (Academic) under clause 3.10 of the Senate Policy on Integrity in Scholarly Activity ([http://senate.dal.ca/Policies and Forms/Policies.php](http://senate.dal.ca/Policies%20and%20Forms/Policies.php)) claiming that another Member had published the same material twice, in two different journals, without noting that it was a re-publication. The Vice-President set up a one-person enquiry to investigate this case. The Member has concerns with that process and with the possible lack of independence of the person selected to do the enquiry. This case remains at the informal level.

Report from the Employee Benefits Committee

By Catherine Thibeault and Jan Rainey, DFA Representatives to the Committee

In December, 2007, two new DFA representatives were appointed to the Dalhousie University Employee Benefits Committee: Dr. Jan Rainey and Professor Catherine Thibeault. The following is a summary of the work of the committee since December, 2007.

The Employee Benefits Committee (EBC) meets monthly and is chaired by Ms. Carolyn Sisley. From December until the present time, the EBC is primarily focused on two major areas:

1. a review of the benefit package provided under the Medavie Blue Cross major medical illness plan, and
2. the development and implementation of a "wellness plan" which would include as one of its pillars an employee assistance program (EAP).

In addition to the above activities, the EBC has reviewed the Occupational Medical Accident (OMA) coverage offered by Dalhousie and how it compares to Workers' Compensation Board (WCB) coverage. After receiving a report from the consultant, a representative of Morneau-Sobeco, which compared the OMA with WCB coverage, the EBC is currently exploring the possibility of making changes to the OMA.

Report from the Pension Advisory Committee
DFA Representatives to the Pension Advisory Committee (PAC),
Faye Woodman, Kevin Grundy and Paul Huber

The PAC is a parity committee with equal representation of the Board and unions. The Chair is Carmen Moir, a Board representative; the Vice-Chair is Faye Woodman. During the “report period” from April 2007 through March 2008, Rick Nason served as a DFA representative until he resigned in late October. Faye Woodman was on leave for the first 4 months of the period. Yonggan Zhao sat in as a DFA observer from December onward.

1. Actuarial Valuations and Plan “Going Concern” Surpluses and Deficits

An actuarial valuation is required at least every three years but may be made at shorter intervals if the results are thought likely to be more favourable. This is the situation that currently prevails. The last official actuarial valuation as at June 30, 2006 showed a “going-concern” deficit of \$36.748 million in the Pension Trust Fund (PTF, generally for still employed members) and a “going-concern” surplus of \$29.837 million in the Retirees’ Trust Fund (RTF, generally for retired members). Combining these two numbers yielded a net “going-concern” deficit position for the plan as a whole of almost \$7 million. (In both funds, the actuary has “smoothed” asset values.) The overall “solvency” valuation revealed a small surplus of \$3 million. (For more about solvency see section 2 below.)

A preliminary valuation has been made as of June 30, 2007, but PAC decided in February 2008 that it should not yet be submitted to the Provincial regulator. Using the same 7.0% interest rate as in 2006 to discount future liabilities, the going concern PTF deficit in this new valuation would have shrunk by \$4 million and the RTF surplus increased by \$10 million, resulting in an overall Plan surplus of \$7.553 million. This would have enabled the BOG to lower its rate of Plan contributions by about 0.26% of payroll. Unfortunately, the actuary believes that he must now use a lower interest rate to discount Plan liabilities, and has proposed 6.5%. At this discount rate, the overall Plan would have a slightly increased deficit as compared to 2006, which in turn would increase required BOG contribution rates from the current 10.13% of payroll by almost one percent to 11.11% of payroll.

The PAC will meet again in early June 2008 to consider whether to recommend to the BOG to submit a modified version of the June 30, 2007 actuarial valuation. Two very different considerations will influence the decision. The first is whether the valuation can be made somewhat more favourable by altering the rate of the new suggested discount of 6.5% (e.g., to 6.75%) or by reducing smoothing or changing other assumptions. Second, submission of the valuation implies that the date of the next required valuation would shift from June 2009 to June 2010. Given the poor performance of the investment markets over the past 10 months and the many gloomy prognoses that currently are circulating, it might be prudent to gain an additional twelve months for recovery of financial markets.

2. Solvency Deficit Exemption

An actuarial valuation of a pension plan examines its soundness from two perspectives involving different assumptions. The first “going concern” calculation determines the funding status of the plan as if it would continue to operate indefinitely. The second “solvency” calculation assumes that the plan would be wound up as at the date of the valuation and annuities would be purchased for all employees aged 55 and older.

In the past, our pension plan easily met the solvency test, so we referred only to the “going concern” surplus or deficit. However, as last year’s report to the DFA pointed out, declining interest rates have caused the solvency valuation to become ever more problematic.

In May 2007 PAC received an outline of the solvency deficit relief that had been granted to municipalities in Nova Scotia and to universities and municipalities in the province of Quebec. Generally, it is expected that these types of plans would not be wound up. This has also been a concern to the four universities which operate defined benefit plans in Nova Scotia and past lobbying efforts did result in a longer amortization period for solvency deficits arising before January 1 2006. PAC agreed that Dalhousie should join Kings, Acadia and Université Sainte Anne in seeking further generous exemptions from solvency testing in light of those granted in Nova Scotia or elsewhere to like institutions.

3. Indexation, PRIA and New Arbitration

Indexation of retirees’ benefits under the plan is partly automatic and partly at the discretion of the RTF Trustees. In the last number of years, there have been shortfalls in automatic indexation since the formula for automatic indexing in a year depends on the three year average investment performance of the RTF in excess of 5.05% to an amount not greater than the cost of living. Regrettably, low returns cannot be offset by excess returns earned in earlier years, but must be made good by excess returns in subsequent years. Despite surpluses in the RTF that exceed 25% of its liabilities, an indexation shortfall, now equal to 6.78% of pensions in pay, has accumulated.

A section of the Pension Plan that deals only with the RTF provides that where the investment yield in a year is insufficient to index pensions fully “the Trustees of the Retirees’ Trust Fund may, in their discretion, use up to a maximum of one half of a surplus, if any, identified in the Actuarial Valuation to make good the insufficiency.” The original intent of the drafters of this provision clearly was to refer to the surplus in the RTF, and this was also the interpretation by the RTF trustees in the 1990s. However, in recent years, the Trustees of the RTF have implicitly taken the position that “surplus” refers to total plan surplus, which presently does not exist. Therefore they have not considered the exercise of their discretion. The Dalhousie Faculty Association has launched an arbitration regarding the interpretation of the word “surplus” in the pension plan.

In the spring of 2005, Board representatives to PAC proposed a revision to the Post-Retirement Interest Assumption (PRIA), which is the assumed rate of return in the RTF. We reported on this in each of the last two years. This proposal would increase PRIA from 4.55% to 5.05% and eliminate the holdback of .50% for life expectancy variations. The essence of this Board proposal is to reduce the amounts of the transfers from the PTF to the RTF when members retire. In turn, this would cut the Board's required contributions to the PTF and add about \$15 million to actuarial surplus and hence, temporarily solving the "surplus" problem for discretionary indexation. However, in the long term, the reduced funding of pensions will reduce or eliminate surpluses and, perhaps, lower the security of pensions.

When put to a vote a year ago in PAC, the proposal passed, despite the opposition of NSGEU and DFA representatives. In rejecting the proposed amendment, the DFA Executive indicated to the Administration that the amendment was one-sided and did not adequately address the long term problem of discretionary indexation. However, the DFA was prepared to reconsider if the proposal were part of a package that improved the certainty of indexation.

Paul Huber's latest proposal to modify indexation at Dalhousie would base automatic indexation on the level of surplus in the RTF. This would overcome some of the dysfunctions of the existing system of indexation. It was discussed with the DFA Executive last summer. Later it was subject to some analysis by Sub-PAC, but not proceeded with.

4. Pension Contributions during Leaves from Dalhousie

This year PAC began a review of the amount of pension plan contributions required to be made by members on leave if they want to retain the year away as pensionable service under the Dalhousie Plan. Depending on the type of leave, an employee must make either their ordinary contributions (based on a notional Dalhousie salary) or two times their ordinary contributions. In the latter case, the employee is effectively required to make-up the Board's contributions (but without overmatching). Of great concern to your representatives at PAC was the requirement that members on parental leave make two times their ordinary contributions. It should be noted that members on pregnancy leave have always made one times their ordinary contributions. Initially the Board representatives refused to consider any change but after a grievance was initiated by two DFA members, the Board changed its position. Appropriate amendments have been made to the plan. PAC is still engaged in an overhaul of leave contribution provisions in the plan.

5. The Relationship between the Pension Plan Actuary and the Board

One of the recommendations of the *ad hoc* committee on PAC operations established in 2006 was that the relationship between the actuary and PAC be clarified. Union groups raised questions regarding impartiality and quality of actuarial service. Of particular concern was a possible conflict of interest between the actuary's dual roles as advisor to

PAC and as consultant to the Board. PAC has scheduled a meeting on this issue in April of this year. The DFA and NSGEU have made a joint submission on the matter to PAC which will be available for perusal by DFA members on the internet shortly.

6. Compliance with Pension Maxima

The relationship between different forms of optional pensions permitted on retirement to the pension maxima set out in the *Income Tax Act* is complex. As we reported in each of the last two years, Dalhousie had to adjust some of its pension practices to ensure that payouts do not exceed legislated maximums. After approvals in principle from the Superintendent of Pensions and the CRA over 18 months ago, we naively believed that Dalhousie had resolved the related issue of offside arrangements for those who had been deemed to have deferred the receipt of their pensions from the RTF. Final approvals from the CRA and from the Superintendent took well over a year. Dalhousie has only recently started to contact involuntarily deferred members to advise them of their lump sum entitlements.

7. Federal Government Reciprocal Agreement

The PAC has been attempting, for some time, to put in place a reciprocal agreement with the Federal Government. After reviewing the proposed Federal agreement it was determined that certain provisions that the Federal Government wanted to include in the agreement were not acceptable to PAC and the Board. Therefore transfers into the Dalhousie Plan by federal employees will be governed by the general portability provisions in the Plan. Most Dalhousie Pension Plan members leaving the Plan are entitled to at least two times their contributions plus interest.

8. Spousal Entitlement on Marriage Breakdown

Sub-PAC is about to undertake a review of spousal entitlements on marriage breakdown. Presently the Plan provides that a married member must secure a "spousal waiver" if the member elects to take his/her pension without a spousal survivor pension benefit option. The provincial *Pension Benefit Act*, however, provides that the waiver is not necessary if the parties have separated.

9. Access to Information about Pension Entitlements by Plan Members

An *ad hoc* committee which includes a PAC representative is presently in its final stages of selecting a new administrative platform for the pension plan. The new system will incorporate a means whereby pension plan members will be able to access their own pension information and make simple projections and calculations. Your DFA representatives provided the stimulus to get this process under way; we hope that this will prove to be an important step in attempts to make pension information more accessible to pension plan members.

Comments or questions can be addressed to your representatives: faye.woodman@dal.ca, and paul.huber@dal.ca.

Report from the Pension and Retirees' Trust Funds

By Greg Hebb (School of Business Administration),
DFA Representative to the Funds

I. Assets and Performance for PTF and RTF

The financial markets continued to perform well during 2006/2007 fiscal period, although subsequent events suggest the current year's performance will not be as strong. The performance of the Pension Trust Fund (PTF) and Retirees' Trust Fund (RTF) in the fiscal year which ended 30 June 2007 is shown in the table below. This return was sufficient to allow full indexation of pension payments in the amount of 2.192% for the period starting 1 January 2008. For the period 2003-2006 inclusive, there have been two years of partial indexation and two years of no indexation. The net result is that pension payments now lag the fully indexed level by 6.797%.

The following table shows the PTF and RTF assets and the changes during the 1 July 2006 to 30 June 2007 fiscal year; for ease of exposition, amounts are given in \$ millions (\$M), rounded to the nearest \$100,000, and percentage figures are rounded to the nearest tenth of a percent.

	PTF (\$M)	RTF (\$M)
Net Assets as of 30 June 2006	428.4	213.9
Employee Contributions	+ 10.6	- 0.0
Employer Contributions	+ 16.3	--
PTF to RTF Transfers	- 26.5	+ 26.5
Withdrawals, Benefit Payments	- 8.0	- 18.8
Investment Income	+ 17.8	+ 10.1
Capital Gains	+ 46.8	+ 22.0
Administrative and Other Expenses	- 2.3	- 0.9
Net Assets as of 30 June 2006	483.1	252.8
Rates of Return (Gross)		
2006-2007	15.56%	13.95%
2005-2006	6.6%	6.9%
2004-2005	13.0%	12.8%
Three-Year Annualized ROR (Net) 2003-2006	11.23%	10.83%

The above amounts are taken from the audited financial statements, whereas the rates of return are obtained from Dalhousie University Financial Services.

II. Asset Allocation

The asset allocation as of 30 June 2006 for PTF was approximately 21% in Canadian equities, 38% in US and other foreign equities, 31% in fixed income securities (primarily in Canadian bonds and long-term notes), 5% in alternative investments, and 5% in cash and short-term investments. For the RTF, 18% was invested in Canadian equities; 32% in US and other foreign equities, 39% in bonds, long-term notes and index-linked mortgages, 5% in alternative investments, and 6% in cash and short-term investments.

III. Actuarial Valuation

An actuarial valuation was conducted as of 30 June 2006. This valuation indicated a PTF deficit position of \$36.7M and a \$29.8M surplus position for RTF, for a net deficit of \$6.9M for the overall plan, as of 30 June 2006. These results were extrapolated to 30 June 2007 and show a surplus of \$40.6M for the RTF and a deficit of \$29.9M for the PTF for a net surplus position of \$10.6M for the overall plan.

Report from the Association-Board Committee

Mark Lewis (DFA Co-Chair, Law Library),
David Tindall (DFA Nominee, Department of Physics & Atmospheric Sciences),
Barbara MacLennan (DFA Nominee, DFA Professional Officer),
Lynn Purves (DFA Observer, DFA Administrative Officer)

The Association-Board Committee (ABC) is set out in Clause 8 of the DFA-Board Collective Agreement. ABC considers matters of interpretation or application of the Collective Agreement. It has three nominees each from the DFA and Board, and operates by concurrent majority. In practice the agenda of the ABC largely concerns the administration of certain clauses of the Collective Agreement including matters that would otherwise not be in strict compliance with the Collective Agreement and matters that require the approval of ABC as defined in the Collective Agreement.

The Board's nominees are Co-Chair Donna Gillis (Director, Academic Staff Relations), Will Webster (Dean of Health Professions) and Sandy Ells (Academic Human Resources).

The ABC agendas are lengthy and most agenda items relate to matters such as waivers of advertising and extensions of appointments for limited-term appointments, extensions to time-lines, appointment renewals, moving services endorsements and salary supplements. The committee is able to deal with most matters that arise in a thorough and efficient manner; however, issues do arise where agreement cannot be reached. These issues tend to be problematic and can drag on. Part of this problem is that matters often reach ABC late due to delays in the process at the local unit level. However, some progress was made on this issue in

the just completed round of negotiations for a Collective Agreement. Agreement was reached with the Board which reads the following in Clause 14.16,

In all cases where the approval or no disapproval of the ABC is required, a Member shall not commence employment unless and until the agreement of the parties is confirmed by the two co-chairpersons either in writing or via email and subsequently ratified by the parties. However, the parties acknowledge there may be exceptional circumstances where prior approval of the ABC before the Member commences employment is not possible. In these circumstances the Board will endeavour to obtain the agreement of the ABC prior to the Member commencing employment. The agreement of the parties will be confirmed by the two co-chairpersons either in writing or via email, and subsequently ratified by the parties.

Members with limited term appointments of ten months or longer in three consecutive years shall be notified at least four (4) months prior to the expiry of the last appointment as to whether or not their appointment will be renewed. Failure to inform a Member four (4) months prior to the expiry of the last appointment shall constitute renewal for the lesser of (a) another appointment of the same duration; or (b) a one-time renewal for one (1) year.

We hope that these changes will alleviate some of the timing issues that have plagued ABC in recent years.

Report of the Dalhousie University Environmental Health and Safety Committee

Submitted by Forest Fyfe (Physics and Atmospheric Science) and Mark Stradiotto (Chemistry)

The Environmental Health and Safety Committee meets on the second Wednesday of the month to discuss issues related to and strategies to address environmental health and safety for the University community, including faculty, staff and students. Up to December 31, Dr. William Louch was the Director of the Environmental Health and Safety Office. Jan Taylor MacIntyre is the administrative secretary. The Safety Office is located at 1391 Seymour Street. Telephone number is **494-2495**, FAX is **494-1534**, e-mail addresses are JAN.MCINTYRE@DAL.CA , or WILLIAM.LOUCH@DAL.CA The University Emergency number is **(494-)4109**. Pay phones on campus and emergency telephones (direct line to Dal Security only) handle this number free. The new Director is Ray Ilson, starting July 1st.

The Environmental Health and Safety Office web site is at <http://www.dal.ca/~ehs/index.htm>. To access the **10th Annual Report of the Environmental Health and Safety Committee**, click

on "Health and Safety Administration" and then click on "Annual Report". Scroll to the bottom of the page and click on "Annual Report 2007". Please read the report and also take a few minutes to browse through the other resources available through the Health and Safety Office.

An attitude of mutual respect amongst colleagues for a healthy work and study environment is encouraged, also an attitude of accountability at all levels in approaches to educational programs for work safety in laboratory environments, particularly but not only for students. The aim is to encourage a personal positive attitude toward health and safety that is life-long. We pay close attention to strategies to protect physical safety in the Dalhousie community.

The committee continues to encourage provision of a flu immunization program for faculty, staff and students.

We welcome any feedback from DFA members about any of these issues as well as other concerns regarding health and safety within the Dalhousie community.

Report from the Dalhousie University Security & Parking Committee

Report unavailable!

Report from the Dalhousie-WUSC Student Refugee Committee

By Peter Wallace, DFA Representative to the Committee

The DFA is a partner in the Dalhousie University - World University Service of Canada (WUSC) Student Refugee Sponsorship Programme (SRSP) whereby we help sponsor refugee students to come to Canada as Landed Immigrants to study at Dalhousie. The other partners are the Administration, Student Union, Bookstore, Alumni Association and Aramark. We sponsor the students for all their monetary needs for an initial 12-month period. After this they become financially independent. The committee has sponsored 48 students since the inception of the programme in 1981-82 and we hope to continue the programme into the future.

All of these students come from refugee camps as displaced persons, are identified as bright and intelligent by Canadian aid workers in those camps, and have academic levels equivalent to Nova Scotia secondary student graduates, i.e. English competency and grade 12-equivalent education. These latter two credentials in many cases were attained in refugee camps, a most difficult endeavour in some situations. The process of selection and emigration takes from 18 to 24 months. The program is challenging. The sponsored students are usually single, alone, and emigrating to a new country and culture very different to what they are used to. The attrition rate is high. However, the rewards are great.

The two students we are currently sponsoring came from asylum in Kenya and Thailand, but their birth countries were Sudan and Burma (Myanmar). One is hoping to continue in the Faculty of Engineering and the other in Health Sciences. They are doing well academically and have been well oriented to the social life of university students in Halifax. Currently the committee is helping them make the transition from residence life to independent living, which involves tasks such as shopping for food, cooking meals, etc. We have every expectation that they will do well over the summer.

This programme is great success. The sponsorship students have been featured in the *Gazette* as well as *Dal News* and have been interviewed on CKDU (the campus radio) as well as CBC's *Information Morning*. As a result, individuals within our community have come forward to offer their assistance. The committee now has personnel available over the summer and into the fall to help our current students plus plan for the two new students we hope to sponsor in the next academic year. Despite this, we would certainly be able to use more help!

If DFA members would like to become involved they can help with the students' orientation to Canada through offering to host them in their homes, showing them around Halifax during the holidays or on weekends, introducing them to other like-minded people in the Metro area, or helping them in their studies. If you wish to help or need more information please feel free to contact the committee at wusc@dal.ca.

Report from the South African Student Education Project

Prepared by Lester Pearson International (LPI)

OVERVIEW

SASEP Purpose

The purpose of the South African Student Education Project (SASEP) is to contribute to the development of South Africa by offering black South Africans – a historically disadvantaged group – a full scholarship to pursue graduate studies at the Master's level at Dalhousie University.

History

SASEP has been operating at Dalhousie since 1987. Initially, the South African Education Trust Fund (SAETF) in Ottawa matched all funds which SASEP raised. Once SAETF ceased operating in 1993, Dalhousie assumed total responsibility for the project and SASEP is now completely funded by the Dalhousie community.

Currently, contributions are made on an annual basis by the Dalhousie Student Union, the Dalhousie Faculty Association, and individual faculty and staff members. The DFA contribution is a result of an agreement in Spring 1990 which supports a \$7500 annual contribution to SASEP.

SASEP is further supported by the university administration. First, the university has agreed to waive international student differential fees for SASEP students on an ongoing basis. Second, both Lester Pearson International and the Department of International Development Studies provide administrative and academic support, respectively, to the project, and neither unit receives funding from the project to undertake SASEP responsibilities.

SASEP covers the entire cost of student placements and is comparable to scholarship funding provided by the Canadian International Development Agency (CIDA). The number of placements available is entirely dependent on successful fund-raising efforts, and the length of academic study of scholarship recipients. In general, annual donations to SASEP are equal to the cost of supporting one student in full-time study per year.

As of April 2008, eleven students from South Africa have earned graduate degrees under SASEP. Currently there are no students receiving scholarship support from SASEP; however, as outlined below, recruitment efforts have recently concluded for the 2008-09 academic year.

CURRENT ACTIVITIES

Recruitment

Historically, SASEP has been able to support, on average, one full-time student per year. Regrettably, our most recent candidate, Refilwe Masilela, was not able to fulfill academic requirements in the MPA and IDS programmes and had to leave the University prior to completion. Ms. Masilela's academic study ended early in December 2006, and there was insufficient time to recruit a new SASEP student for the 2007 fall term. As a result, for the 2007-08 academic year, there was no SASEP scholarship recipient, and no related expenses were incurred.

These circumstances have enabled two students to be supported for admission in 2008. Recruitment for these two placements were undertaken in summer and autumn 2007, and recently the two available scholarships were awarded. The first place has been offered to Ms. Talia Meer (MA in International Development Studies) and the second to Ms. Zandile Gabela (LLM). We look forward to welcoming both these students to Dalhousie in September 2008.

Administration

Joanne Tortola, the Assistant Director at Lester Pearson International, who is normally responsible for administration of the project, is on maternity leave for 2007-08. In her absence, SASEP is being administered by Jennifer Morawiecki, the LPI Administrator. Dr. David Black, Professor of Political Science and Acting Chair of the Department of International Development Studies, continues to serve as the project's academic advisor.

Report from the Employment Equity Council

By Anthony Stewart, DFA Representative to Council

The Employment Equity Council met only twice during the 2007-08 academic year. There were at least three other meetings scheduled but which were cancelled because not enough members of the Council were available to attend. This report accounts for meetings that took place on March 5, 2007 (the 2006-07 academic year), October 30, 2007, and January 24, 2008.

At the meeting of March 5, 2007, the main item of business was a discussion of mentoring of new tenure-stream faculty members. The discussion included questions about why such mentoring might be necessary, whose responsibility it should be, how procedures might be put in place to enable such mentoring, and so on. While no measures were adopted, the issue drew a fair bit of attention from the Council and may return to the agenda at a later meeting.

The meeting of October 30, 2007 featured an announcement by the director of the Transition Year Programme that mentoring of the students in the programme was going well. While this issue follows upon the discussion about mentoring new faculty members - since one of the issues raised was about faculty members of colour and whether or not they were receiving adequate mentoring - the progress of TYP students was welcomed as positive news.

The principal item for discussion was the announcement by the Vice-President - Student Services that the Inter-Faith Chapel and the Black Student Advising Centre are being relocated to 1322 Robie St. This move is intended to provide more space for both offices. A concern was raised during the meeting that there may be a perception that the Black Student Advising Centre was being moved from an importantly central location on the campus to a marginal one, but the Vice-President - Student Services assured the Council that the move was made in consultation with the Black Student Advisor.

Also announced was the restructuring of the Employment Equity and Sexual Harassment Offices, now to be named the Office of Human Rights, Equity & Harassment Prevention. In concert with the announcement of the new office, the university's new Personal Harassment policy was announced and briefly discussed.

The January 24, 2008 meeting included discussion of possible mentoring initiatives for African Nova Scotian and Aboriginal students. Follow-up on this issue is ongoing. There was also some discussion with the new Assistant Vice-President - Human Resources about how the university might be able to support an Employee Education initiative.

This initiative, entitled "Creating a More Inclusive and Respectful Workplace," has now been delivered in 17 sessions for senior administrators, faculty members, DFA executive members, academic support staff, and various other interested groups. The sessions have been facilitated by Bonnie Best-Fleming (Human Rights and Equity Officer) and Gaye Wishart (Advisor, Harassment Prevention). The Human Rights and Equity Officer, along with Donna Gillis (Director, Academic-Staff Relations), and Barbara MacLennan (DFA Professional Officer), will also be holding workshops on the duty to accommodate as related to tenure and promotion cases, as well as issues around workload for members of designated groups.

Report from the President's Advisory Committee on Sexual Harassment

Report unavailable!

DFA President's Report

By Kevin Grundy, DFA President

The last time I was President of the DFA (2004/05) I had the pleasure of reporting on the successful negotiation of a new contract. Elsewhere in that report, I also drew attention to the friendly and cordial atmosphere at the table in that round as a hopeful sign that, at last, labour relations at Dalhousie might eventually be on the upswing. That, it would appear, may have been premature.

While it remains a pleasure to be able to again report a successful round of bargaining, negotiations this year were long, contentious and frustrating, with agreement only being reached during conciliation. Many thanks and congratulations are due to our Chief Negotiator, Mandy Kay-Raining Bird and her team of Susan Holmes, Barbara MacLennan, Pierre Stevens and Anthony Stewart. Their activities were supported by many, including the Executive, the Contract Review Committee and all those Members who contributed their opinions through the very successful surveys conducted as part of the review. Thank you all.

The difficulties experienced at the negotiating table in this round have been evident in other dealings with the Administration (see elsewhere in this *Dialogue*). This round certainly highlighted the manner in which money so often trumps the welfare and working conditions of our members here at Dalhousie. We took to the table proposals for improving the lot of several different groups of DFA Members, including a moratorium on mandatory retirement for those who just miss out on the change in legislation, guaranteed workload reductions for new hires, improved student evaluation practices and improved sabbatical and parental leave provisions. All of these proposals were met with obdurate resistance, even those for which the cost was very low or non-existent. We see a similar niggardly treatment of our pensioners who have not seen any indexation for several years, despite the existence of a healthy surplus in the Retirees Trust Fund.

Ask anyone who has been on a DFA picket line to recall their fondest memories and the most likely answer would be mixing with colleagues they would not ordinarily have a chance to meet. It would be nice to belong to an Association that could achieve the same result without resorting to a strike. The DFA is at one and the same time, both a Faculty Association and a Bargaining Unit. We have been served well by a staff of three for the last 20 or more years during which time the size of the Association has grown from around 750 to 886 members. As a result of this increase in size and the increased complexity of the work environment, the office is now almost entirely dedicated to union related tasks. Gone are the days when the resources of the DFA office and staff could be used for typical Association activities such as social functions for new or

retiring faculty, brown-bag lunches, lobbying, discussing important PSE issues, etc. Nowadays, such activities only happen if members volunteer to do the necessary work. Unfortunately, the small number of volunteers that have are all needed for union activities such as grievances, joint committees, executive matters, negotiations and so on. The signing of a 4 year agreement this round affords us some breathing space to focus on this and other challenges that face the Association. Accordingly, we have struck an *ad hoc* Committee for Planning and Renewal to address them (yes, the acronym is CPR but that is entirely coincidental!). This process will begin with a planning session attended by a mix of members from neophytes to veterans to identify shortcomings and how they can best be remedied.

Over the last five years, I have been active in the recruitment of members for Association tasks. This is not an easy job but I am seeing evidence this year that more of our members seem prepared to step up and take on leadership roles. The incoming Executive possesses a breadth of perspective and experience that will stand the Association in good stead. I am confident that under David Mensink's able leadership, they will represent the membership extremely well.

I would like to finish by thanking all those members who have contributed their time, effort and skill in support of the Association's activities over the last year. In particular, my best wishes go out to all those members about to retire. It is a lasting regret that I was not able to win for you the right to do so on your own terms. On behalf of the DFA, thank you all for your service to Dalhousie. I wish to send a special thanks to Andy Wainwright as he enters a well deserved retirement. Over the years, Andy has served the Association in a variety of roles, including the most challenging as President (read head and spine) of the DFA during the 2001 strike that lasted for 26 days. His counsel and humorous, pithy emails will be missed.

Finally, no report from the President would be complete without a heartfelt thank you to our staff, Barb MacLennan, Lynn Purves and Arlene Naugler whose help and friendship made the prospect of another term as President a whole lot easier to contemplate. The DFA is truly fortunate to be served by such professional and experienced people.

DFA Annual General Meeting

Wednesday, May 14th, 2008

2:30 PM

Potter Auditorium,

Kenneth C. Rowe (Management) Building

6100 University Avenue