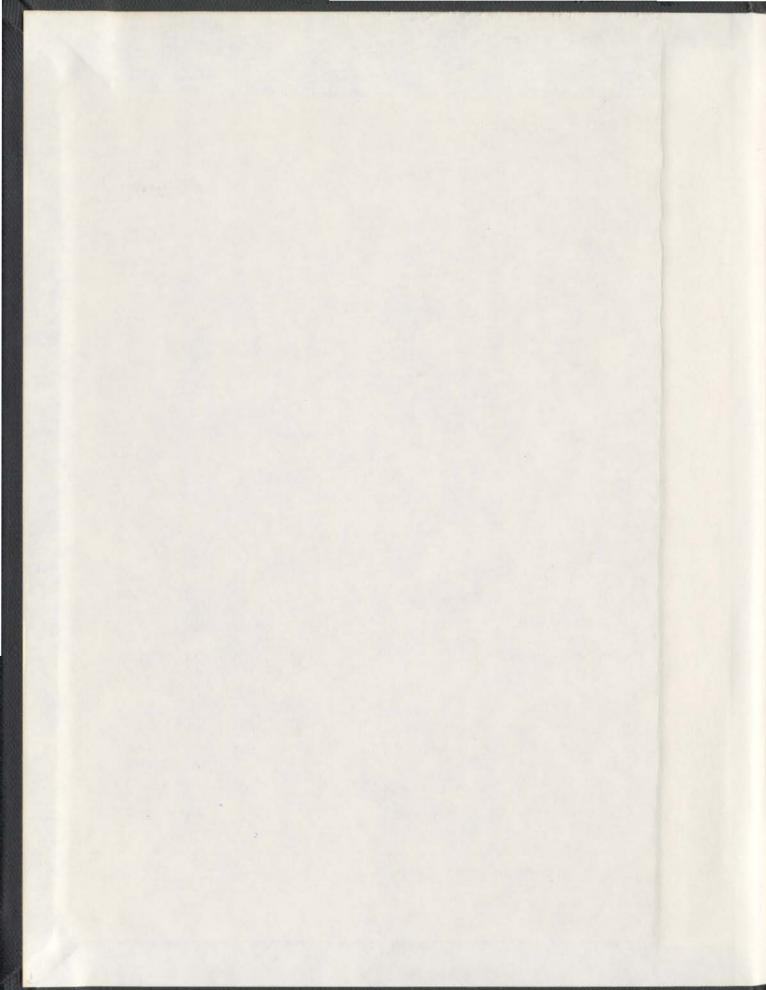


DODGING THE STEAMROLLER:
THE UNIONIZATION OF PROFESSORS AT
SAINT MARY'S UNIVERSITY, 1963-79

STEFAN JENSEN



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Dodging the Steamroller:
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by

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Abstract

Between 1963 and 1979 Saint Mary's University in Halifax, Nova Scotia, underwent a series of profound and radical changes. This thesis examines the relationship between the professors and the university during this era, focusing especially on the participation of the faculty in the governance of the university as well as in negotiating their own terms and conditions of employment. In the 1960s a spirit of collective well-being and consultative participation pervaded the institution. Professors understood that their participation in university governance was both necessary and normal. At the end of the decade, however, the Archdiocese of Halifax and the Society of Jesus accepted that the increasing difficulties in owning and operating a university were outpacing their abilities. When SMU secularized, the administrative structures altered within the Board of Governors sufficiently to lead to a reconfiguration of the administration-faculty relationship that excluded professors from meaningful participation. This triggered a movement toward the certification of the faculty as a trade union.

After certification, professors quickly mastered many aspects of the collective bargaining process. Negotiating collective agreements did not produce immediate solutions, however, and time was needed to heal some deep wounds. Collective actions by the faculty to pressure the university to reach an agreement varied from year to year, although the union never went on strike. President Carrigan added to the growing tension, and in the fourth year of collective bargaining the union successfully presented an ultimatum that either the President would resign or the faculty would go on strike. The

success of this tactic already had roots in Dr. Carrigan's decision months earlier not to seek an extension of his contract.

This dissertation is a case study of one faculty association that was transformed into a faculty union in the 1970s. The professors of Saint Mary's demonstrated that unionization was a viable option to solve their collective problems with the administration. If unionization did not instantly create a level playing field on campus, collective bargaining at least produced a set of rules governing academic employment which both sides could utilize to normalize relations.

The uniqueness of this study lies in the rare opportunity to use the records of the faculty union as the basis of the documentary evidence. Indeed, these sources proved far more valuable than the oral interviews conducted as part of the process. Diligent record keeping, the decision by two faculty members to retain and make available all of their correspondence, and access to all the minutes of meetings at all levels of the university were of inestimable importance. Indeed, one major contribution of this thesis is the overwhelming archival evidence upon which it is based.

Acknowledgments

The hours in front of a keyboard, with documents and notes scattered across the desk, make writing a thesis an undeniably solitary endeavour. Nonetheless, anyone who has done this knows that such a project can never be completed in total isolation. No single person deserves greater credit for this dissertation than my wonderful wife, Carolyn Cashin, whose unwavering support for my time-consuming fascination with this project made all else possible. Although the birth of our daughter, Nadia, may have slowed the pace of writing, her presence created a sense of purpose that had not existed previously. My family – nuclear and extended – deserve equal thanks for their support, even if they all too frequently shook their heads when the thesis was explained to them. My parents allowed me to stay in their home on several occasions while conducting research at Saint Mary's; in exchange I walked the dog, carried heavy boxes, and reached things on the top shelves. My great uncle, Alec, deserves special recognition for graciously opening his home to me during my research in Ottawa; his hospitality was exemplary and greatly appreciated.

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Table of Contents

Abstract.....	ii
Acknowledgments.....	iv
Table of Contents.....	vi
Introduction.....	I
Chapter One.....	50
Chapter Two.....	94
Chapter Three.....	160
Chapter Four.....	214
Chapter Five.....	250
Chapter Six.....	291
Chapter Seven.....	354
Chapter Eight.....	417
Conclusion.....	475
Bibliography.....	492

INTRODUCTION

Canadian universities since the turn of the 20th century have faced uncertain futures relating to their faculty, physical plant, and student enrollment levels. These institutions survived wars, the Depression, and returning veterans, many of them under the ownership and administration of a denomination or religious order that often had less financial flexibility than a provincial government.¹ This uncertainty, however, did not always manifest itself in negative terms; indeed, from the mid-1950s until the end of the 1960s optimism fueled their collective, albeit it still uncertain, expectations.² Administrations at some Canadian universities did not view expansion as necessarily positive or desirable. Security for long-term planning appeared greatest during periods of sustained growth, but expanding programmes and course offerings to match demand or employment needs of the host province proved to be extremely problematic for university administrators. Professors enjoyed this period as their departments advertised for new positions and new additions contributed to the academic and cultural life of their departments, faculty, university, and community. The essential problem with embracing a growth strategy was that it was highly unpredictable. Universities often used predictions about student enrolment to plan faculty complements and the expansion and contraction of academic programmes. One of the most pertinent aspects of enrolment growth has

¹See, particularly for Ontario, A.B. McKillop, *Matters of Mind: The University in Ontario, 1791-1951* (Toronto: University of Toronto Press, 1994).

²See for a general introduction Robin S. Harris, *A History of Higher Education in Canada, 1663-1960* (Toronto: University of Toronto Press, 1976).

been a tendency to equate it with institutional complexity. Further, administrators have often cited this as the root cause for the reorganization of internal academic governance structures. The ultimate consequence of restructuring was the end of intimate relationships within the university community.³

The primary theme explored in this thesis is the collective ability of the professors at Saint Mary's University (SMU) to participate, influence, and control their multiple roles and responsibilities in the university. Central to this is the theme that I explore in this thesis: how best to understand the shifts that took place at SMU in relation to the faculty, academic governance, and internal institutional development. The purpose of this study is to examine the responses of one professoriate during the 1960s and 1970s when professors at SMU experienced rapid institutional transitions due to both internal and external factors. To comprehend this I undertook an in-depth investigation into the experiences of the SMU faculty during this period. The answers to the questions I posed are complex since no single interpretation is possible. This is because the professors at SMU often disagreed among themselves about how best to enhance, survive, and govern their careers and the university in which they worked.

The participation of a university's professors in its own administration is central to the history of Canadian universities, particularly in the 1960s and 1970s. The operation of the university went well beyond its walls because of the community dynamics

³For a general introduction to the subject see David M. Cameron, *More Than An Academic Question: Universities, Government, and Public Policy in Canada* (Halifax: Institute for Research on Public Policy, 1991), 295-433.

involved. While each university may have been unique, their organizational dynamics in the period under review often reflected some degree of cohesiveness in approach and managerial organization. Canadian academics had prodded university administrators to reevaluate how they operated their respective structures of academic governance. One of the most significant developments within universities during this period was the dramatic increase in the frequency that governing boards exercised their legal authority. This was often at the expense of the Senate, which had previously exercised a large amount of influence over academic life. This shifting of responsibility was often the result of a governing board reassessing its role *vis-a-vis* the legislation that outlined its responsibilities and granted its legal authority. When it came to schools with religious roots, this reassessment often took place due to a secularization process through which a denomination divested complete control and ownership of the university to a lay corporation. This does not suggest a necessary correlation to a diminishment of denomination participation and influence on the governing boards.⁴ The requisite legislation established a new governing board that instantly began to assess its role and duties anew.

SMU was one of many Canadian universities to experience a substantive expansion in most facets of its character, composition, physical plant, and structures. In the 1960s, this small, Roman Catholic university underwent its greatest institutional

⁴Mark Parent, "Religion at the Small University: A Comparison of Three Maritime Universities," in Christine Storm, ed., *Liberal Education and the Small University in Canada* (Montréal: McGill-Queen's University Press, 1996), 129-51. The three universities that Parent included were Acadia University, St. Francis Xavier University, and Mount Allison University.

transformations followed by significant changes in the 1970s. Students, faculty, administration, and the Board of Governors (BOG) all adapted to each other's changes as best they could. The focus of this dissertation is primarily on the relationships in which the faculty at the university were involved. Although these were wide-ranging, none were more important than with the BOG, the body explicitly responsible for the employment relationship. More formally, however, collective dealings between the faculty and the university were conducted most prominently through the Saint Mary's University Faculty Association (SMUFA), which was later superceded by the St. Mary's University Faculty Union (SMUFU). Within this direct relationship the aspect that changed most concerned the expectations of participation in the governance and life of the university.

Questions of Approach and Sources

The initial conceptualization of this dissertation was that of a comparative case-study approach that would encompass several faculty associations. This approach had great potential, but several uncontrollable factors would need to resolve themselves in my favour. This statement is not necessarily unique to a doctoral student envisioning the breadth and depth of their dissertation; however, the path chosen when dead-ends are encountered can lead to more promising areas of research and a more clearly defined thesis. The availability of useful archival material is likewise not a unique conundrum for doctoral students. It was equally important to be able to understand each of the case studies within a comparable paradigm that allowed for similarities to be drawn and

conclusions made. In order for this project to be successful in comparing faculty associations and the issue of unionization, the necessity of understanding each association's individual actions fully would need to be tempered by length, time period, and depth.

The available literature on faculty, faculty associations, and faculty unions in Canada is sparse at best. In many respects it is an underdeveloped area of study, similar to the underdeveloped nature of historical studies of universities themselves. As is the case with many underdeveloped areas of research, few in-depth case studies were unavailable for comparative purposes, while those studies that included some analysis of this subject area did not provide substantial material for conclusive parallels to be drawn from the experiences at SMU. The approach engaged for this dissertation is that of a case study due to the unique opportunity to understand the activities of one university's professors in-depth over a greater period of time than would be possible through a comparative study. The potential for a comparative study in the future, however, is now eminently more plausible due to the thorough examination the SMU experience receives in this dissertation. While the utility of a case study may be open for debate in relation to the benefits to be achieved in this area of historical research, as a result of the near complete lack of serious historical study in this field, this case study illuminates a tremendous amount about SMU; specifically the relationship between employer and employee, the broader relationship between SMU and the Archdiocese, Halifax, and NS; its professors, governing bodies, administrators, and campus character. In this field of study not enough

is known about the values of professors in relation to their university. An examination of SMU and the relationships between the professoriate and the administration writ large comprises the parameters of this case study.

In the initial stages of this dissertation, four distinct places of historical information would have needed to have been available and comprehensive in order to allow a comparative study approach to be viable. The first and most reliable source of historically relevant material is the university itself. Generally, universities across Canada include within their library system, a university archive that serves as a repository of their official documents that they have deemed available for public consumption. The material deposited here, however, is selected, screened, and done at either the direction of an individual, grouping, or governing board. In addition to such material, copies of the student newspaper are normally found in this same location. As such, these repositories are generally equal in the depth and breadth of holdings regardless of the host university. Universities as the focus of academic studies, however, do not necessarily lend themselves as providing ready access to internal institutional records, no matter the age of the documents in question. As corporate bodies, universities in the recent past have adopted strategies to protect themselves, which is not necessarily difficult to deny is a prudent strategy. Various aspects of provincial legislation further assisted universities in their self-protection.⁵ Official, continually existing organizations within universities

⁵Universities are incorporated bodies that exist as the result of specific provincial legislation because education falls under the constitutional purview of the provinces. Because universities are governed by legislation, other provincial legislation also can be applied to them except when they are specifically noted as exempt. This is particularly relevant as freedom of information, privacy protection, and

generally do not release for public consumption a great deal of their official records either. This includes the reluctance of governing boards and the faculty associations to make public their records; however, faculty unions appear more reluctant to deposit historical material into the university's archives.

Although the official archival evidence in the Saint Mary's University Archives (SMUA) appeared promising, large gaps existed in the record sets. In particular, the Board of Governors fonds were virtually nonexistent: they contained no correspondence, no copies of the minutes of the full BOG or its executive committee, and no material relating to the governance or administration of the university. But two faculty members, Dr. Arthur Monahan (Philosophy) and Dr. Donald J. Weeren (Education), deposited material in the SMUA that was more promising. Weeren served in a variety of capacities in the Faculty of Education during the period under review; with some regularity, he also served as Dean of Education. Early in his career at SMU he decided to retain the vast majority of his official correspondence and material associated with his involvement with the university, and he deposited this in the SMUA following his retirement in 1996. Monahan was an established member of the Department of Philosophy, and he kept his internal university correspondence, including carbon copies of the letters he wrote. Monahan served for many years on the Senate, the BOG, as Chair of the Department of Philosophy, and was an active member of both SMUFA and SMUFU; he included in his

government transparency legislation are debated and enacted. The applicability of the legislation, however, does not necessarily equate to universities releasing information; indeed, only that they will accept applications for access. Access legislation heralded by researchers should allow for universities to be readily accessible as a research subject.

deposit material from all of his service work and memberships. As a founding member of SMUFU, his collection of minutes and correspondence were invaluable for this project. But what makes this collection even more important was his tendency to be efficient and prodigious in his letter writing.

The minutes of the meetings of the Senate were far more than a mere record of motions passed and subjects discussed; they frequently included substantive recounts of discussions and the contributions of individuals. The attribution of sentiments to individuals was of tremendous benefit because it facilitated a more subtle understanding of events, issues, and individuals. The meetings that did not receive this more in-depth treatment tended to be those that had dealt with straightforward issues and evoked limited discussion. The motions that were more contentious received a far more extensive treatment in the minutes; indeed, the issues that were more substantial for the convening body also tended to be more in-depth. This was particularly true with the minutes of the meetings of the Senate in the early part of the period because this body dealt with the most important issues facing the university. The recording secretary during this period was Kevin Cleary, and the meetings he recorded have minutes that are among the most detailed for any university body. By the late 1970s, however, meetings such as those conducted by the BOG began to reflect a leaner method of reporting.

The third identifiable source of historically relevant evidence was the extensive deposit of the Canadian Association of University Teachers (CAUT) located at Library and Archives Canada (LAC). The role of the CAUT in collective bargaining in Canada is

critical for an understanding of the events that transpired at SMU. As the national association of professors in Canada, this organization took a lead role in supporting the efforts at certification amongst its member associations. Support for unionization amongst professors from the CAUT, however, did not come readily or with the unanimous support of the member associations. The archival deposit in Ottawa represents hundreds of files containing correspondence and materials relating to the operation of CAUT and aspects of its members' needs and interests relating to the professorial profession. Much of the material located here that related to SMU was also found at SMUA. Information relating to the general concerns of all member associations relating to collective bargaining and the academic world in this period proved to be valuable.

The fourth source of material proved to be the most valuable, but also the single source least likely to be available for academic research: the office files of SMUFU itself that were generated during the period under investigation. Access to these files proved to be one of the most important factors in re-calibrating the focus of the dissertation. During the proposal phase, SMU was the central and necessary faculty association for the study; however, after contacting the other faculty associations, only SMUFU acknowledged a willingness to allow its historic files to be consulted and used for the dissertation. The process of attaining access to the files required negotiations with union president Dr. Michael Vance (History), which were quite amicable. Dr. Victor Catano (Psychology), had recently deposited his union-related files from this period in the SMUFU office. He conveyed to me and the union that his materials could be consulted by scholars.

Moreover, SMUFU was agreeable to the prospect of its records being used for this dissertation. While SMUFU's executive committee made this commitment, one substantial restriction was imposed: the union would undertake a Records Management Review of material to protect privacy, confidentiality, and other potential legal necessities. The goal of SMUFU was to deposit its historical records in the SMUA for public consultation. But in the short term the executive committee was willing to allow access to the material as the records management review finished vetting the files for privacy issues. Both the union's own records and those deposited by Catano were both extensive and revealing. Indeed, Catano's material was the most insightful because it included his handwritten notes taken during several negotiating sessions, executive committee meetings, and other union activities. Similar to the fonds of Monahan and Weeren, the combined SMUFU records contained carbon copies of correspondence which also proved invaluable in determining SMUFA/SMUFU's position on contentious issues.

The particular value of this case study lies in two particular contributions to this area of historical study. The first is that no other study has systematically examined the relationship between faculty and the university in relation to certification using as broad a time period. Often in the minute literature available, the years leading to certification are condensed and coalesced as the specific reasons for certification at one university or grouping of universities. In some remembrances of this period, certification is viewed as having set a clear set of guidelines and leveled the playing field for both faculty and

administration. This has tended to end the story as well without investigating how the agreement affected the faculty. This can be best viewed through an investigation of how the new union negotiated subsequent collective agreements. By doing so it reveals how and what faculty valued within their collective agreement, what could be negotiated and conceded, but also which issues had the potential to shift the membership toward supporting a job action, including a strike. Change at universities is often slow moving and sizeable attitudinal shifts of faculty toward their employment relationship is no different. The limited historiography relating to Canadian university professors and certification can be gleaned from a variety of scholarly works; this paucity does not suggest that scholars interested in Canadian universities have not been interested in the subject. The criticism of the existing literature, however, reveals the rocky terrain that is covered when studying university professors and their experiences with collective bargaining.

The second contribution is the access and use of primary documents from the office of the faculty union itself. Access to these records for an individual who is not a member of the union is unprecedented, perhaps even more so for a graduate student from another university.⁶ Issues specifically relating to privacy and confidentiality arose during the negotiations for access; however, the vast majority of material relating to the period under investigation did not contain such files. Information relating to sensitive or

⁶Stefan Jensen, "Ethics in the Archives: A Graduate Student's Experience With Faculty Union Records," Paper Presented at the Annual Meeting of the Canadian Society for the Study of Higher Education, London, ON, May 2005.

confidential issues, such as grievances, were blacked out by an efficient and appreciated records management review process that took place almost simultaneously with my research trip to the union's office. The use of these sources allows for a depth and breadth of analysis not previously accomplished by an individual who was not a member of the association/union.

In this dissertation I explain and analyze the historical patterns and developments of the professoriate at SMU in the context of unionization and their collective relationship with the administration. But the thesis does not engage in an in-depth analysis of gender relations at SMU. Gender, however, is not ignored completely; it is discussed whenever issues within the faculty-administration relationship warrant it. The collective interests of the faculty in this relationship encompass both male and female professors. Faculty unionization, however, has a poor track record at resolving systemic gender-discrimination problems, such as inequities in pay, distribution in the ranks, and general discrimination in the workplace. This was also true at Canadian universities during this period, and SMU did not stand apart from this general trend. Unionization at SMU did little to alleviate the systemic problems associated with this situation.

The most important issue raised at SMU during this period that specifically related to women, as opposed to men, was the inclusion of maternity leave in the collective agreement. The difficulties associated with implementing a more reasonable maternity leave policy was that the employer was reluctant to move beyond the provincially-mandated leave policy. CAUT policy on maternity leave had not extended

much beyond this position, either; indeed, some associations and unions bargained away extended maternity leaves in exchange for other concessions. The second most important issue facing women in universities during this period related to salary. Once placed on the salary grid, women found it difficult to utilize the collective agreement to redress the discrimination they faced. The third issue that women faced was the disproportionate distribution throughout the four academic ranks. Women who were hired at Canadian universities in the 1960s were clustered in the lecturer and assistant professor ranks. Universities hired fewer women than men in the 1960s and 1970s for entry-level, tenure track positions.⁷

In this dissertation no significant attention is paid to the experiences of Jesuit professors who remained on faculty after the transformation of the university from their administrative control in 1970. The roles of the Jesuits on faculty and within the administration are not ignored but are placed within the context of an evolving and modern university rather than through the lens of individual or collective identities. SMU did not completely secularize during the period under investigation; while the faculty

⁷This problem was exacerbated by the legacy of the Jesuits and all-male student enrollments, as well as by the fact that women faculty members were also new to the university. Professor Elizabeth Chard, for example, was the first full-time female faculty member appointed in 1963 after two years as a part-time faculty member; she then became the first Dean of Women (then Dean of Residence for Women) in 1968 and was elected twice as Chair of the Department of History (before 1968 and after 1970) before being appointed Registrar in 1973. In recognition of her volunteer work and dedication to mentally-challenged athletes, St. Thomas University conferred an honorary Doctor of Laws degree on her in 1991. SMU further recognized her long service to the university and to athletics across Canada (she was a two-time president of the Canadian Inter-university Athletic Union) by awarding her an honorary Doctor of Civil Law degree in 2006 following her retirement from the university.

became more laicized , its general character did not radically or quickly shift away from its Catholic roots and history.

Scope

The temporal frame of this dissertation begins in the academic year 1963-1964 and runs through 1979. These were years of momentous change in SMU's students, faculty, and physical plant. The starting date coincides with the division of the Board of Studies into the Academic Senate and the Board of Governors under Jesuit administration, an event which reflected the beginning of sustained growth at the university. Ending this study in the last year of Dr. Carrigan's presidency marks a logical terminus. In the intervening years there was a dynamic transformation of relationships within the SMU community. The successful certification of the faculty into a bargaining unit for all full-time members represented the culmination of a bitter battle between the CAUT and the Canadian Union of Public Employees (CUPE). The certification represented the beginning of an arduous period of confrontation with the BOG to regain control of decision making within the university. Faculty relations with the administration and the BOG altered internal structures and allowed professors to feel that they had restored their participatory role in decision making to pre-1970 levels.

The first chapter of this thesis presents an in-depth analysis of SMU from 1963 to 1970. This period was the last era of SMU's existence as an identifiably and outwardly Roman Catholic university; the Archdiocese divested ownership of the physical

properties to the new SMU corporation. Two momentous transitions took place: the movement to coeducation admissions and to a secularized institution. The *Duff-Berdahl Report* positively affected the academic governance systems. Although faculty participation in these processes was not necessarily new to SMU, recommendations from the *Duff-Berdahl Report* provided significant guideposts, especially in providing the foundation for dealing with how those governance structures could adapt to a growing faculty complement. During this period, the consultative model of university governance/decision-making is clearly evident and utilized. Major decisions included faculty participation on a pan-university scale. The relationship between presidents Fischer and LaBelle with the faculty represented a harmonious period in the academic life of the university. This relationship is crucial to understand prior to discussing the period after 1970.

Hiring a new president for a new university represented an important opportunity to ensure a sustainable and viable institution. The second chapter argues that the period 1970-1973 was a lackluster beginning of the emerging secularized age. This was not the fault of any one group at SMU, but the collective shift of the life of the university revolved around the core theme of uncertainty. Due to the inability of Carrigan to assume office until 1971, Vice President Finance and Administration Edmund Morris emerged as president *pro tempore*. One trend that emerged during this three-year period was the vulnerability of contractual professors. This was also manifested in the uncertainty of maintaining faculty complements in departments with declining enrolments. This was in

fact a nationwide problem that the CAUT attempted to address by suggesting that all professors ask for written reasons for the non-renewal of their contracts. At SMU, the arrival of Carrigan exacerbated this problem. He assumed office after many of the recommendations regarding contracts had already been made, and he carried them out until he met with intense pressure from SMUFA. Indeed, SMUFA's ability to act as a representative voice increased during this period as it gradually moved toward requesting voluntary recognition from the BOG that SMUFA became the collective representative for faculty.

The third chapter analyzes the movement toward the formal certification of the faculty at SMU. This period, beginning in the autumn of 1973, was crucial as tension built on campus between the SMUFA and the BOG. The chapter concludes at the end of February 1974 with the faculty referendum to determine which application to support: CUPE or the CAUT-backed SMUFA. This period was marked by a jockeying for position between the two groups. In their attempts to achieve support, both SMUFA and the CUPE trod softly in order not to alienate the undecided and those opposed to certification. Appearing to desire the same outcome was necessary for both sides, and each pledged to fight for greater faculty input in the decision-making process. Of particular importance was the recalcitrant position of the BOG in promulgating by-laws governing the academic milieu at SMU.

Following the 15 February 1974 referendum, CUPE applied to represent the faculty because it believed it had won the support of the professors. Over the weekend a

group of professors decided to form SMUFU to contest CUPE because they viewed the vote solely as a measure of faculty support for unionization with SMUFA and CAUT. Both groups decided to move ahead with their applications despite the referendum. In the fourth chapter I examine how both campaigned before the certification vote. This includes the challenges from the university and other interested parties attempting to block the vote through interventions with the Nova Scotia Labour Relations Board (NSLRB). When the NSLRB ruled that the faculty at SMU constituted a bargaining unit, it ordered a certification vote with three options: CUPE, SMUFU, or no union. The outcome was exactly fifty percent for SMUFU, which necessitated a second ballot. SMUFU won this vote with a fifty-five percent majority. As David Cameron noted, it “was less a question of whether the faculty would unionize, but which union they would choose to represent them.”⁸ The professors at SMU needed to begin the process of negotiating a collective agreement with the university.

The remaining chapters form a separate part of this dissertation. A discussion of the proceeding four years of collective bargaining and on-campus relations at SMU comprises the general theme. This is a departure from previous works that discuss faculty collective bargaining. Little work has included analysis of the immediate fallout of certification at a university and how the process of reaching agreements unfolds. Both SMUFU and the BOG had goals and negotiable items each year, and the priorities they assigned to them reveal a great deal about the evolving relationship. The fifth chapter

⁸Cameron, *More Than An Academic Question*, 356.

examines the first year after certification and the process to reach the first collective agreement. Control over the budget was of primary importance to the BOG, but the union craved control over the processes (appointments, promotions, and tenure, among others) and the bureaucracy. The BOG wanted to have clauses inserted in the collective agreement to indicate what the university was going to cost to operate. This was then the context in which the two sides could negotiate the amounts allocated for monetary issues. This strategy was preferred by both parties, albeit for very different reasons. The union recognized that job action might be unpopular, and it was hesitant to recommend such tactics to its members. A strike over monetary issues alone might also have been difficult to sell to the faculty, since it would likely have reinforced the fears that some members had regarding unionization. A strike could disrupt their academic lives, which might also lead to the loss of student support. The competition between the CAUT and CUPE was an invaluable learning experience for preparing to negotiate the first contract. Most faculty members saw the first contract as a nearly complete victory for the union. Although the monetary settlement did not meet the union's goal, the clauses dealing with non-monetary issues were clearly closer to SMUFU's proposals than to those put forth by the university.

Chapter six examines the first opportunity that SMUFU and the BOG had to adjust the collective agreement. In negotiating the second collective agreement in 1975-1976, the university sought primarily to alter clauses dealing with appointments, tenure, promotions, and dismissals. Its initial proposal reflected a desire to increase managerial flexibility in a period of uncertain enrolment and declining financial support from the

provincial government. The use of limited-term appointments were quite important for the university in order to enable it to cope with sabbaticals and unexpected increases in enrolment. The administration's proposals for dismissals related primarily to resignations and were designed to set deadlines that were more favourable to the university. Other issues relating to the ability of faculty members to engage in part-time work or to enrol in courses were included in the university's proposal. For SMUFU, monetary issues increased in importance. The role of the faculty in the appointment of academic administrators, contractual appointments, and the length of the contract increased as well.

The penultimate chapter deals with the most serious confrontation between SMUFU and the BOG yet. The latter believed that the faculty had too much power and flexibility in achieving their goals; in particular, it was concerned with job actions. The union recommended rejection of the opening package from the BOG because it thought that the proposals represented an egregious affront to the faculty; rejection meant that negotiations recommenced. Other Canadian faculty associations recognized SMUFU's negotiators as experienced experts in the field of collective bargaining. Yet despite this expertise, the union could not escape the scope of the Anti-Inflation Board; with the monetary package limited at the outset, however, SMUFU could concentrate on non-monetary issues. This did not mean abandoning monetary negotiations or not appealing the Board's ruling on the monetary package. The BOG's negotiating team introduced a new clause that was nonnegotiable and if rejected would result in the BOG not ratifying the agreement: a parachute clause for academic administrators. For SMUFU the

contentious issue was that the proposed clause did not allow departments to have control over the appointment of their administrators.

Tensions highlighted the relationship between SMUFU and the BOG throughout this period and were manifested most directly through Carrigan. Two important events took place in the academic year 1977-1978: the first was a failed bad-faith negotiating charge lodged by SMUFU and the second a successful non-confidence vote on Carrigan. The last chapter deals with this year and the final months of Carrigan's presidential tenure.⁹ He had informed the BOG's Chair that he would not seek renewal, although he did not make this decision public until the autumn of 1977. The faculty, however, had lost confidence in his presidency and sought to pressure the BOG into removing him. While SMUFU was the collective voice of the faculty, the move toward an expression of non-confidence was intentionally kept outside its control and influence to avoid accusations that the vote was tainted. When the outcome was overwhelmingly against Carrigan, the BOG and SMUFU negotiated an amicable resolution to end his presidency. Unbeknownst to the university community, several months earlier Carrigan had informed the BOG's chair that he would not seek a second full-term as president. The compromise was that Carrigan became an external president who raised funds while the Academic Vice-President, Dr. Owen, operated as the internal, *de facto*, president.

⁹ Carrigan took advantage of the parachute clause to enter the Department of History after his administrative leave ended.

Literature Review

Historians of Canadian universities are relatively scarce for a variety of interesting reasons.¹⁰ A discussion of historical writings on universities is difficult because of the motivation that each individual scholar had for undertaking their history. In the cases of individuals writing an institutional history, they most frequently did so at the request or urging of a president or governing body to coincide with an important anniversary. The study of Canada's universities in the context of this thesis must also include a discussion of the efforts of individuals to investigate the relationships between faculty and their respective universities. These studies also tended to be undertaken at the bequest of an organization to examine a specific problem or issue. These two streams within the literature share a common shortcoming; in relation to faculty and collective bargaining/certification, neither undertakes an examination of the root causes through to certification and afterward to understand the affect the certification process had at the university.

Provincial control over higher education is a constitutional reality in Canada, which means that a provincial context is required.¹¹ Yet a national context is also necessary, if only because of the co-operative efforts of professors (Canadian Association of University Teachers (CAUT)) and universities (National Conference of Canadian Universities/Association of Universities and Colleges of Canada (NCCU/AUCC)), all of

¹⁰Michiel Horn, "'The Way Must Be Tried': A Progress Report," *History of Intellectual Culture*, 6, 1 <www.ucalgary.ca/hic/website/2006vol6no1/forum/forum_horn.html>.

¹¹This approach is exemplified in McKillop, *Matters of Mind*.

which had relationships with the federal government.¹² This literature review, however, is concerned solely with historical works that focus on Canada's universities. During the period covered by this dissertation, professors in Canada related most often with each other. The abrupt transition for Canadian professors to support collective bargaining was also manifested in the internal transformation of the CAUT.

In 1955 Donald C. Rowat authored the first serious examination of university governing structures.¹³ He argued that faculty members were treated as mere "employees" because Canadian universities had adopted American-style administrative structures which barred or severely limited professors from sitting on boards of governors. Rowat suggested that the most effective way to redress this problem was allow professors to comprise fifty percent of such governing bodies. One area of concern for him was that by prohibiting professors from serving on governing boards, communication between the board and the faculty was often unsatisfactory. In subsequent years Rowat would call for faculty to have complete control over financial management. The CAUT, however, did not adopt these recommendations because they were "too rich for many Canadian faculty members," some of whom did not accept that the system was flawed.¹⁴ Although most

¹²Cameron, *More Than An Academic Question*; and Harris, *A History of Higher Education in Canada, 1663-1960*.

¹³Donald C. Rowat, *Comparison of Governing Bodies of Canadian Universities* (Ottawa: School of Public Administration, Carleton College, 1955).

¹⁴Cameron, *More Than An Academic Question*, 301.

faculty members believed they should have a greater role, many were hesitant to demand such levels of participation.

Soon after Rowat's work appeared, George Whalley edited a collection of essays entitled *A Place of Liberty*. Whalley believed that Canada's universities required independence and some isolation from external pressures if they were to reach their potential. The contributors to this collection, all of whom were closely associated with the CAUT, followed four guiding principles that mirrored those of the national body:

1. The judgement of the academic staff should influence all decisions made by or on behalf of universities.
2. The powers and authority assigned to lay Boards by charter in Canada are inordinate and inappropriate.
3. The dichotomy between scholars and administrators should be eliminated as far as possible.
4. All such changes (and other changes needed to bring the universities to full maturity) should be given permanent legal status by amendments to current charters.¹⁵

Since every university is different, the recommendations in this book were not applicable to all, although this point was not stressed because the essays were intended to assist all academics in Canada.

Equally important, many articles in Whalley's collection diverged from Rowat's suggestions about faculty participation in university governance. Murray S. Donnelly put it most succinctly, observing that "it seems unlikely, considering the polyglot nature of a modern university, that a Board elected directly from its faculty members would be more

¹⁵George Whalley, ed., *A Place of Liberty: Essays on the Government of Canadian Universities* (Toronto: Clarke, Irwin & Company Limited, 1964), vii.

than a congress of hostile ambassadors from entrenched interests."¹⁶ At this stage of the debate, the main issue was that ultimate decision-making authority lay outside faculty control. While many academics were willing to concede that in the short term financial decisions might best be left to those with relevant skills and experience, they were unwilling to abdicate the power of university Senates to approve academic budgets. In taking this position, they were in effect arguing that Senates were equal, if not superior, to BOGs in all areas relating to the university's academic mission. This position resonated well with conservative-minded faculty members who were content with senatorial authority because it was based on expertise.

In 1962, the CAUT and the NCCU agreed to sponsor an examination of university governance in Canada. Both organizations recognized that their respective systems needed some reformation. The introduction to the final report summarized the common interpretation of academic governance of that time and the impetus behind their commission's investigation:

The hope was specifically expressed that the study would examine the charges that one so often hears today, that universities are becoming so large, so complex, and so dependent upon public funds that scholars no longer form or even influence their own policy, that a new and rapidly growing class of administrators is assuming control, and that a gulf of misunderstanding and misapprehension is widening between the academic staff and the administrative personnel, with grave damage to the functioning of both.

¹⁶Murray S. Donnelly, "A Modest Proposal," in Whalley, ed., *Place of Liberty*, 146.

The two organizations understood that the informal agreements that existed between administrators and faculty to facilitate day-to-day operations needed critical analysis. With the wide buy-in from the two organizations, the recommendations contained in the report stood an excellent chance of implementation across the country. While this report created an opportunity for greater participation and efficiency in governance, the commissioners understood two salient facts. "Constitutional reform may improve a system of university government to a point but, in the last analysis, its successful functioning will depend more on the goodwill and mutual trust of the participants." The second conclusion they emphasized focused on the immediacy of implementing the recommendations.¹⁷

The commissioners visited thirty-five college and university campuses and also held sessions with the Canadian Union of Students and the Union générale des Etudiants du Québec. They found Senates without sufficient faculty representation and argued that this severely restricted their effectiveness. Part of the problem, the authors of the report contended, was due to the number of Senators (the University of Toronto, for example, had 168 in 1964),¹⁸ but they concluded that decisions about the optimal number should be

¹⁷Sir James Duff and Robert O. Berdahl, *University Government in Canada: Report of a Commission Sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada* (Toronto: University of Toronto Press, 1966), 3; 86; and 87.

¹⁸Toronto's Senate was eliminated, along with all existing governing structures, in 1972 and were replaced by a unicameral Governing Council. Martin Friedland, *The University of Toronto: A History* (Toronto: University of Toronto Press, 2002), 543-559; and Commission on University Government of the University of Toronto, *Toward Community in University Government: Report of the Commission on University Government of the University of Toronto* (Toronto: University of Toronto Press, 1970).

left to each university. An underlying premise of this report was that positive action and reform was possible because of the existence of a collegial framework. Their main conclusion was that if informal agreements existed they should “be made formal *now*, because if this action is postponed until a time of crisis, it will be doubly difficult to perform.”¹⁹ They urged universities to begin codifying procedures if none existed and reforming those that did in the spirit of the *Duff-Berdahl Report*. The commissioners stressed the importance of the individuals on the ground rather than in any particular system of governance as creating a harmonious governance environment. A collective effort from within each university, they believed, could produce a more efficient and harmonious academic community.

From the perspective of both administrators and the faculties, the most obvious barrier to reforming university governance was the inclusion of students. In many cases, even if the faculty was successful in obtaining more seats at the Senate and Board level, these frequently were matched with additional seats allocated to students. For example, while Dalhousie University’s charter specifically prohibited professors from being members of the governing board, in 1969 three students were added to the board at the request of the BOG by the provincial government.²⁰ What inclined many faculty members

¹⁹Duff and Berdahl, *University Government in Canada*, 87 (italics in original). NCCU was reorganized into the Association of Universities and Colleges of Canada (AUCC) in August 1965.

²⁰In 1988 this situation changed “when the charter to remove the prohibition of faculty membership and to add provision for senate nomination of five board members. Cameron, *More Than An Academic Question*, 311-312.

to oppose the inclusion of students was a fear that they would have an impact on hiring, promotion, and tenure decisions.

By the late 1960s, faculty had managed to negotiate substantial increases in their collective representation at the decision-making level. Yet this changed little because as the university grew in size it also increased in complexity, diversity, and bureaucracy. Following on the heels of *Duff-Berdahl Report*, the AUCC in 1971 commissioned a report entitled simply *Collective Bargaining for University Faculty in Canada*.²¹ Ironically, the CAUT declined to co-sponsor this report, which signalled an end to the joint commissioning of reports: cooperation was over; confrontation, some feared, was inevitable. Authored by B.L. Adell and D.D. Carter, this report is a landmark to which faculty associations turned for advice on reforming collective bargaining. The role of faculty associations, according to Adell and Carter, declined as faculty participation in university governance increased. There were clear indications that the future relationship between professors and administrators would not be collegial or harmonious.

The report was almost exclusively positive in its support of collective bargaining. The authors warned that demanding management-level participation was inconsistent with faculty requests for recognition as actors in a collective bargaining relationship. Adell and Carter also constructed a two-tier bargaining structure. The first tier placed all universities together in a unit with their respective provincial governments. This tier was

²¹B.L. Adell and D.D. Carter, *Collective Bargaining for University Faculty in Canada* (Kingston: Industrial Relations Centre, Queen's University, 1972).

on top of the internal relationship between each university's governing board and faculty. The authors suggested that it might be the most efficient method of collective bargaining.²² This system already partially existed inasmuch as the provinces allocated a lump sum for post-secondary education during its annual budget process.²³ Adell and Carter suggested that the universities as a single group would have more success negotiating with the province. In turn, because they had acted as a unit, the individual universities could negotiate amicably with their faculty on an equal footing. Once the province determined the total financial package, each university's needs were assessed and a grant allocated.²⁴ While this approach received some support, most universities and faculty associations rejected it on the grounds that it would diminish institutional autonomy.

²²The beginnings of such a system were worked out in Ontario between the Ontario Confederation of University Faculty Associations (OCUFA) and the Council of Ontario Universities (COU). Those two bodies made their recommendations to the Ontario Council on University Affairs (OCUA). OCUFA approved a two-tier bargaining agreement with COU to represent Ontario's faculty associations. The latter, however, could not reach a consensus and referred the question to OCUA to see whether it fit within its policy mandate. "The OCUA, fearful of such massive government intervention in the management of universities, refused to endorse the proposal. ... If there was to be a regime of collective bargaining, it would be adversarial bargaining between individual universities and faculty unions." Cameron, *More Than An Academic Question*, 353.

²³Provinces with few universities experienced this process with greater ease than their counterparts. No province utilized an equal formula when allocating funds. Denominational universities that became public institutions required greater financial assistance to compensate for the departing denomination. Older institutions that had established beneficial relationships with their provincial government tended to have better funding arrangements. This was also because these universities had adopted programmes directly beneficially to the province, such as medicine and graduate studies.

²⁴It is mere coincidence that SMU dealt with the Nova Scotia University Grants Committee until 1974, which joined its New Brunswick and Prince Edward Island counterparts to form the Maritime Provinces Higher Education Commission. One of the primary goals of this new commission was to ensure a rational approach to programme development, particularly avoidance of duplication.

After deciding not to co-sponsor the Adell-Carter report, the CAUT reestablished its Committee on Collective Bargaining to study the same question. This committee did not produce a report but published a forum of opinions in the pages of the CAUT *Bulletin*.²⁵ Its collective decision reflected the general deviations of opinion on collective bargaining among Canada's professors. Four perspectives were presented, ranging from firm support for the inherent benefits of collective bargaining to perspectives that the system was inappropriate for university professors. It had become obvious to the CAUT that collective bargaining was the most important issue facing its membership, except for academic freedom. Implementing a system of collective bargaining across Canada was impossible for the CAUT because the member associations did not agree on the virtues of collective bargaining. The CAUT was extremely hesitant to adopt collective bargaining as a policy position until member associations reached at least something resembling a consensus on the issue.

The development of faculty associations and academic governance is best seen in the careful examination of Paul Axelrod's *Scholars and Dollars*. While Axelrod only analysed Ontario's universities, we can apply the model he outlined throughout Canada. He divided the universities that had certified as collective bargaining units into two groups. His first grouping (York, Carleton, Lakehead, and Trent) "were among the youngest, least established, and most financially pressed institutions in the province."

²⁵ Arthur P. Monahan, "Collective Bargaining Symposium," *CAUT Bulletin*, 20,2 (Winter 1972), 39-60.

According to Axelrod, the second group (Ottawa, Laurentian, and Waterloo) was very close to the first group except for their respective ages; however, the relinquishment of control by the founding denominational body in the 1960s suggested for Axelrod that these universities were reborn and therefore youthful.²⁶ The rebirth of those institutions began with provincial legislation to confer their new status. The similarity among this group is the age of the legislation rather than the age of the institution.

Professors at the universities that resisted the allure of certification – Queen's, Toronto, Western, and McMaster – were among the older, best-established, long-secularized, research intensive; they also had larger endowments and large student bodies. Each faculty association that unionized first attempted to achieve a voluntary collective bargaining relationship with its university. Certification drives were the last resort, and one that many professors resisted. University administrations preferred to have a non-unionized environment, yet many felt that the threat of certification was hollow. At these universities the reformation of governance structures appeased the faculty to the extent that they were reluctant to seek legal solutions. The presence of large professional schools and faculties were positively correlated with the level of hostility to certification.

Each university that chose formal certification in Ontario had similar faculty compositions. For the faculty association the primary reason for making this choice was a perceived irrevocable breakdown in the faculty-administration relationship. Financial

²⁶This discussion is distilled from Paul Axelrod, *Scholars and Dollars: Politics, Economics, and the Universities of Ontario 1945-1980* (Toronto: University of Toronto Press, 1982), 203-213.

constraints imposed upon the university were one cause of this problem. The other factor was the inability of the faculty to maintain a role in academic decision making. Faculty associations had successfully bargained for their members in a voluntary capacity. The older universities in the province could sustain and adjust to the new, bleak financial realities because of endowments, large student enrolments, and other methods of generating income, according to Axelrod. This was particularly true during the construction of new buildings. "The less established institutions suffered to a greater degree the disruptive consequences of both forced growth and sudden restraint."²⁷ An exclusion of the faculty from decision making often accompanied the abrupt end to growth.

Carl Garry's doctoral dissertation in sociology from York University represented an attempt to understand professional unionization.²⁸ He based his analysis of the unionization of faculty members primarily upon his experiences at Saint Mary's University during the period when the faculty union was certified. His dedication to the unionization of the faculty at SMU, however, relegates his analysis to that of a participant-observer without distance or objectivity.²⁹ Throughout this section of his

²⁷ *Ibid.*, 208.

²⁸ Carl Garry, "Toward A Sociological Theory Of Industrial Relations As Illustrated By Case Study Investigations Of The Unionization Of University Faculty Members, Nurses And Social Workers" (PhD thesis, York University, 1980).

²⁹ Garry tends to ascribe certainty to the possible negative outcomes of discussions at the Maritime Provinces Higher Education Commission and the respective provincial governments on the issues of rationalization, funding models, and approaches to planned higher education offerings. His discussion on rationalizing the Education programmes, for example, ends ominously; however, rationalization of those programmes did not occur until the 1990s. Likewise, Dalhousie University's interest in the Technical

dissertation, Garry frequently compares SMU with York and is hostile toward the respective provincial governments' positions in relation to funding and a desire to see universities run more efficiently. He is correct, though, in pointing out that provincial governments wanted greater accountability from universities because of the funding relationship.

Garry raised three other aspects of university life without sufficient context or analysis. The first is that the introduction of computers and the computerization of student academic records posed a serious threat to university life at SMU. Although the cost of new technologies was certainly an issue, he was wrong in connecting this to the frustration of faculty members over seeing the number of non-academic staff increase at the same time that some departments were having difficulty obtaining approval to hire more members. The second aspect of this dissertation that warrants discussion here is the general growth of administrative complexity and the demands placed upon faculty members by an increasingly efficient support staff. The submission of grades at the end of the academic year was a serious problem for Garry. Indeed, one interviewee informed him that because he was one day late he received three phone calls and one "snarky memo from that officious idiot down on the first floor." Moreover, departmental secretaries no longer were willing or able to type grant applications, conference papers, journal articles, or monographs for faculty members. Yet in making this point Garry ignores two important issues: that this was a manifestation of Carrigan's push for greater research

University of Nova Scotia did not produce results until the late 1990s.

activity and that administrative staff had more demands placed upon them and hence had less time to accommodate professorial demands. The third topic that Garry addressed inadequately was that students had been successful in securing rights within the university. The date for final grade submission affected graduation status and course enrollment eligibility, among other issues. Students had grown tired of faculty members who were poor teachers and consequently demanded input through course evaluations. In the academic hierarchy, Garry sees the faculty as the most important component, with the rest of the university's employees playing supporting roles. The students were factored into the equation solely as part of the funding process and to help explain the need for more faculty members.³⁰

William A. Bruneau began researching the history of the UBC Faculty Association (UBCFA) "by looking for historical studies of North American or European university faculty associations." He quickly concluded that "[t]here aren't any." His study is therefore a seminal publication, which is where we begin our discussion of faculty association/union development. Bruneau explained that so little had been done on faculty associations was because "academic priorities" discouraged that kind of research.

Historians, sociologists, political scientists, and other social scientists have been more interested in academic freedom than in the associations working to protect it. They have been far more curious about the social

³⁰Garry, *Toward A Sociological Theory of Industrial Relations*, 50-97.

context of the professoriate than about the professoriate's own institutions.³¹

Despite the existence of disciplinary boundaries, the study of the evolution of faculty associations is clearly within the remit of historians. Bruneau's history highlights the major concerns the association tackled during its lifetime: salaries, pensions, sabbaticals, faculty housing, and lobbying the provincial government on matters relating to higher education.

As its title suggests, self-identity was fundamental to understanding the development of faculty associations and the priorities they assigned themselves. Bruneau identified three distinct "identities" for professionals: disinterested groupings of individuals, such as the Canadian Historical Association; advocate-practitioners, such as the Canadian Medical Association; and practical-practitioners, such as teacher unions. Complicating the identities of faculty associations was unionization, which was an unsettling decision for many faculty members. According to Bruneau, however, "it is not self-evident that unionized faculty associations differ from their non-unionized counterparts." He argued that this was because both groups identified within the same three basic categories of identities. For the UBCFA the main issues were academic freedom, university governance, and social and economic security. The latter included the

³¹William A. Bruneau, *A Matter of Identities: A History of the UBC Faculty Association, 1920-1990* (Vancouver: University of British Columbia Press, 1990), 1. At the time he wrote this study Bruneau was a member of the UBCFA executive committee. The booklet was intentionally published in conjunction with the seventieth anniversary of the UBCFA, which was one of the first university faculty associations in Canada.

long-standing problem of adequate, affordable housing for the faculty, particularly for new recruits.³²

Bruneau argued that the 1975 voluntary collective bargaining agreement between UBCFA and the administration was successful. He attributed this to the university's absolute reluctance to "face the prospect of a unionized faculty." Indeed, UBCFA withdrew its certification application in 1974 because of the successes achieved during the negotiation process. While the threat of a unionized faculty caused concern for the university's administration, the provincial government did not take it as seriously in the early 1980s. After voting to join the 1983 Solidarity Movement, UBCFA was able "to send its members out on picket lines" against Premier Bennett's Social Credit Party policies. Premier Bennett's intended to drastically reduce all government funding through twenty-six separate pieces of legislation in the summer of 1983. Layoffs and worker reductions across the province led to mass protests by those affected, which in this instance included everyone in the province.³³ The viable threat from the provincial government to reduce university funding drastically, among other areas of government expenditure, brought back to the forefront the option of UBCFA seeking certification. This was evident when the university was forced to put a freeze on new appointments. In

³²*Ibid.*, 3. Bruneau dedicated an entire chapter to the housing question.

³³*Ibid.*, 4 and 43. See for contemporary critiques of Premier Bennett, Warren Magnusson, William K. Carroll, Charles Doyle, Monika Langer, and R.B.J. Walker, eds., *The New Reality: The Politics of Restraint in British Columbia* (Vancouver: New Star Books, 1984); Warren Magnusson, William K. Carroll, Charles Doyle, and R.B.J. Walker, eds., *After Bennett: A New Politics for British Columbia* (Vancouver: New Star Books, 1986); and Bryan D. Palmer, *Solidarity: The Rise and Fall of An Opposition in British Columbia* (Vancouver: New Star Books, 1987).

1985 the university cut twelve faculty members, mostly from the Division of Industrial Education. The university's president matched the pressure exerted by UBCFA on the province during this period. In 1985, he resigned in protest against the financial restraints of the province and in part to support UBCFA.

William Nelson was retired from the University of Toronto's Department of History when he decided to write *The Search For Faculty Power*. Unlike Bruneau, however, Nelson's work focussed more on the efforts of University of Toronto Faculty Association (UTFA) to act as the collective bargaining agent for its members without certification. Indeed, the UTFA stressed collegiality in negotiations as the best manner to facilitate positive, beneficial faculty-administration relations.³⁴ In fact, the UTFA has achieved much through this system, including the achievement of a voluntary recognition in the form of the Memorandum of Agreement (MOA). In early 1976 the UTFA membership supported a more formal collective bargaining relationship with the university. They sought and negotiated a voluntary agreement with a university that sought to avoid confronting a unionized faculty. Later amendments to the MOA included pay equity, maternity leave, and policies dealing with sexual harassment. We cannot easily verify Nelson's claim because his work lacks footnotes, although a complete set of

³⁴In 1971 the legislature of Ontario passed into law a new governing act for the University of Toronto. This new legislation removed the Board of Governors and the Senate and replaced them with a singular Governing Council. President Claude Bissell's vision for academic governance came to fruition under this new legislation. He argued that the BOG knew nothing of academics and the Senate nothing of finances. The two bodies could not operate efficiently or competently without knowledge of the other's domain; combining the two solved that problem. The Commission on the Government of the University of Toronto, *Toward Community in University Government*, and Friedland, *University of Toronto*, 543-59.

the notes is available from the UTFA office upon written request. Much of what appears in this book derives from Nelson's memory and discussions he had with his contemporaries. His personal prejudices are manifested most tellingly when discussing the consequences of the students' simultaneous gains in university governance:

Let us, for the sake of argument, suppose that the issue of student power had never arisen in the late 1960s and that, in some form or other, the Toronto faculty association had gained a primary place in the government of the University. In earlier times, before the expansion of the 1960s, such a development might have given faculty a substantial degree of control over their University environment. But, given the bureaucratic structure of the new University, it would have ensured that a little group of anointed faculty governors became a part of management. This would have weakened, rather than strengthened, independent faculty influence in University affairs. It may well have been a blessing that the drive for faculty power in the 1960s came to nothing.³⁵

While this is a surprising admission given the importance attached to participation in university governance, it does suggest that individual professors at Toronto had negotiated quite successfully with the administration. Yet one can conclude that the faculty at Toronto sought to diminish the control of the administration. Thus, the acceptance of students on governing boards was not necessarily a step backwards.

Professors achieved power at the university through legally binding agreements. At Toronto, however, most professors and professional librarians did not share this view.

³⁵Nelson was a past-president (1973-1976) of the UTFA and one of only three professors to serve three years as the head of Toronto's faculty associations: K.C. Fisher (Zoology, 1954-1957) and F.F. Wilson (Philosophy, 1987-1990) were the others. The faculty at Toronto had a Committee to Represent the Teaching Staff and the Association of the Teaching Staff prior to the formation of UTFA. Despite being published two years later than Bruneau's work, Nelson lamented the lack of other works to guide him when working on his history. William H. Nelson, *The Search For Faculty Power: The History of the University of Toronto Faculty Association, 1942-1992* (Toronto: Canadian Scholars' Press, 1993), 105-12; and 57

Voluntary, collegial negotiations had worked well enough, and the success the UTFA enjoyed with this type of bargaining was sufficient to keep talk of unionization to a minimum. Collegial negotiations were not always smooth, however, nor did the administration always view them as binding or collegial. Before the MOA, the association had negotiated with the administration, but always from a position of weakness. The MOA did not include the UTFA-proposed clauses on binding arbitration, which according to Nelson was not a cause for concern. Indeed, Nelson optimistically suggested that "the consequences of the Governing Council's rejection of an arbitrator's award would almost certainly be the immediate certification of a faculty union." The section on the negotiation process surrounding the MOA was the most detailed, which was not surprising since it took place during Nelson's tenure as president of the UTFA. Another potent theme during the negotiations for the MOA that worked in favour of the faculty association was that administrators did not demand inclusion in the UTFA. Nelson argues that this was because members of the administration did not want "to be crudely defined as 'management.'" The insistence on this point by administrators reflected the feelings of those faculty members who did not support certification. By tying potential agreements to these definitions, the UTFA had obtained an advantageous position in bargaining. While this was clearly an important component of negotiations, Nelson dealt with it in two paragraphs.³⁶

³⁶The chances of certification under Ontario's Labour Act were slim because of staunch opposition from members of the professional schools and science faculties. In fact, a survey of 900 faculty members at Toronto in 1976 revealed that while two-thirds supported a more formal process of collective bargaining, the same percentage opposed certification. Yet by a "narrow majority they favoured certification if a

The identification of academic administrators as faculty at Toronto is also a Canadian theme. The university did not require faculty members at Toronto to be members of UTFA, which was a critically important point in discussing the identity of faculty members there, since in the 1970s only about seventy percent were association members. Their views on the voluntary aspect of membership and collective bargaining paralleled their ideas about membership in the CAUT and the Ontario Confederation of University Faculty Associations (OCUFA).³⁷ Defining heads, deans, and other administrators as part of the association most often rested on the individuals involved. Had most of the administrators at Toronto felt differently it is possible that a certification drive might have taken place.

Members at Toronto were displeased at paying higher membership fees to belong to the CAUT and OCUFA. Many saw their funds as supporting the certification drives at other universities, a goal with which many at Toronto disagreed. Nelson suggested that the relationship between the UTFA and the CAUT heavily favoured the CAUT. He argued that of the three main services offered by the CAUT, the UTFA benefited greatly from lobbying, somewhat from the services of the Academic Freedom and Tenure Committee, and virtually not at all from the collective bargaining services. Also of interest for Toronto was the lobbying of the provincial government for increased financial

voluntary agreement was denied by the administration.... the message was a clear mandate for UTFA to seek a voluntary agreement." *Ibid.*, 96-97, 104, and 110-112.

³⁷For the best introduction to the formation of the CAUT in 1950-1951, see Frank Abbot, *The Origin and Foundation of the Canadian Association of University Teachers*, doctoral dissertation, University of Toronto, 1985.

aid. OCUFA, however, because of its commitment “to the certification of faculty unions at smaller universities had begun to arouse resentment among some Toronto members.” Nelson suggested that high fees for few services and a perception that OCUFA was unduly influenced by the smaller universities was at the source of this. In 1978 OCUFA proposed hiring a vice-chairman at a salary of \$46,000 per year, which exceeded most salaries at Toronto. This sum coincidentally matched the yearly dues paid by Toronto. Following the outrage expressed by Toronto members, UTFA withdrew its membership in OCUFA in the spring of 1979. While few at Toronto opposed this, most soon realized that having two organizations lobbying the provincial government on issues of higher education was counterproductive. Almost five years later, UTFA members voted unanimously to rejoin OCUFA with a weighted voting structure and lower membership dues.³⁸ Two of Canada’s older, larger, prestigious, and well-endowed universities successfully kept their faculty from unionizing. Professors at these universities did not desire the formality of unionization and their associations tacitly understood the difficulties inherent in seeking certification for their membership. Other universities also staved off certification under similar circumstances and with administrations receptive to their opening demands. Discerning the experiences of other faculty associations requires analysis of the available institutional histories currently available.

Joy Bennett analyzed the effect that collective bargaining had upon the University of Manitoba, Dalhousie University and Queen’s University in her 2003 doctoral

³⁸Nelson, *Search For Faculty Power*, 115-117.

dissertation. She focused upon the changes wrought upon the management and governance structures of those three modern, research-oriented universities. While Bennett experienced both sides of the academic bargaining relationship, her sympathies lay more with the administrators and the “realities” of managing a complex organization in a fiscally tight environment. She concluded with the standard refrain that certification made the process more transparent and fair to both parties, she also noted that it brought with it an increase in the litigiousness by both sides.³⁹ Regardless, her thesis lacked appropriate historical investigation into the longer-term causes of unionization at each university or any in-depth explanation of the relative success or failure that unionization had in solving or worsening the underlying problems.

David Cameron’s *More Than an Academic Question* represents an important contribution to the field of university studies. He is one of the very few individuals to examine whether certification of faculty associations was a necessarily positive development in the relationships between faculty and administrations. This is an examination of public policy originating in the federal and provincial governments in relation to universities. These relationships tended to focus on the transference of funding amongst the three. Cameron’s interest is on the expansion, development, and use of

³⁹Joy Bennett, “From Gentlemen’s Agreements to Collective Agreements: How the Unionization of Full-time Faculty Members in Anglophone Canadian Universities Has Changed the Management and Governance Structures of Those Universities” (PhD thesis, Concordia University, 2003). She completed her dissertation under Concordia University’s Specialized Individual Program, with Dr. Jerry Tomberlin of the John Molson School of Business as her primary supervisor. Adjunct history professor and former Executive Secretary of CAUT, Dr. Donald C. Savage, together with Dr. Enn Raudsepp of the Journalism Department, also sat on her supervisory committee.

universities within the provinces and country as it relates to government's interest, particularly how universities were expected to contribute directly to the needs of the province and country. Specifically relating to faculty unions, Cameron is among those who self-identify as being in the opposition camp. In particular he believes that the strike itself represents a morally reprehensible action because a strike is, in fact, not against the university but against the students. Also, Cameron notes that unionization has a negative affect upon the collegial model of university governance because the collective agreement supersedes the Senate, among other university apparatus for decision making. Cameron suggests that provincial governments should be more involved with the direction that their universities take; that the governing boards be strengthened and expanded to include a greater representation of experts, community members, external scholars, and professional researchers; and, ironically, that after hiring a president, the governing board should remove itself almost completely from the administration of the university.⁴⁰

While there are written institutional histories for many of Canada's English-language universities, many of these do not cover the 1970s or deal with certification drives. What many of them do contain are discussions of academic freedom, relationships with the fledgling CAUT, and professorial participation in university governance. This section, therefore, will focus upon these topics and explore whether parallels exist between collective bargaining, university governance or local support for the CAUT. We can effectively divide the institutional histories into two groups, with the latter subdivided

⁴⁰Cameron, *More Than an Academic Question*, 295-456.

into two groups as well. The first group of these histories consists of works published that do not include the reformation of university systems that occurred in the late 1960s and early 1970s. The second major grouping includes those histories that encompass the 1970s and the radical alteration of relationships between the faculty and governing boards. The subdivision within this group is between the universities that certified and those that did not. Despite these differences, all of the university histories reflect one common theme in relation to the local faculty association: that the associations were loyal to the purpose of the university and sought to improve its reputation. Another common theme is that at least in the early 1950s university presidents were allies of faculty interests, particularly in raising salaries to maintain the quality of education.

In the first group are the works by John Reid on Mount Allison, James Cameron on St. Francis Xavier, Frederick Gibson on Queen's, Charles Johnston on McMaster, A.G. Bedford on Winnipeg, James Pitsula on the University of Regina, and Stanley Frost on McGill.⁴¹ Professors formalized their faculty associations at these universities after the

⁴¹James D. Cameron, *For The People: A History of St. Francis Xavier University* (Montréal: McGill-Queen's University Press, 1996); John G. Reid, *Mount Allison University: A History to 1963. Volume II: 1914-1963* (Toronto: University of Toronto Press, 1984); Stanley Brice Frost, *McGill University: For the Advancement of Learning. Volume II: 1895-1971* (Montréal: McGill-Queen's University Press, 1984); Frederick W. Gibson, *Queen's University: To Serve And Yet Be Free. Volume II: 1917-1961* (Montréal: McGill-Queen's University Press, 1983); Charles M. Johnston, *McMaster University, Volume II: The Early Years in Hamilton, 1930-1957* (Toronto: University of Toronto Press, 1981); James M. Pitsula, *As One Who Serves: The Making of the University of Regina* (Montréal: McGill-Queen's University Press, 2006); and A.G. Bedford, *The University Of Winnipeg: A History of the Founding Colleges* (Toronto: University of Toronto Press, 1976). Pitsula's work is one of the very few institutional studies undertaken by the author's own initiative. He first wrote a history of Regina College twenty years ago. James M. Pitsula, *An Act of Faith: The Early Years of Regina College* (Regina: Canadian Plains Research Center, 1987).

creation of the CAUT.⁴² Low salaries were the greatest concern in the 1950s, and faculty leaders obtained raises for their colleagues as university presidents worried about losing their top faculty to higher-paying universities elsewhere in Canada or in the US. During the 1960s, however, attention shifted to university governance and the role that faculty should have in the effective management of their respective universities.

Academic freedom was very important for the CAUT, particularly after its investigation into the 1958 Crowe Affair at United College (University of Winnipeg).⁴³ It is somewhat ironic that shortly thereafter, the faculty association at United secured a voluntary collective contract in less than three months, complete with guarantees of academic freedom, tenure, and due process in dismissal cases.⁴⁴ At McMaster academic freedom was also at the forefront of faculty concerns in the 1950s. Faculty salaries, while not exceptionally high, were not particularly low compared with the rest of Canada. President Gilmour also sought professorial opinion on governance issues. In fact, compared with other university presidents at the time, Gilmour appears to have been one of the most supportive presidents from a faculty perspective.⁴⁵

⁴² Abbott, "Origins."

⁴³The Crowe Affair began with the interception, reading, and distribution of a letter he wrote to a colleague. In his letter, Crowe criticized the governing board's abilities. In particular, he admonished the involvement of religious men in the decision making processes at the college. Michiel Horn, *Academic Freedom in Canada: A History* (Toronto: University of Toronto Press, 1999).

⁴⁴Bedford, *University Of Winnipeg*, 327-328.

⁴⁵Johnston, *McMaster University*, 213-218.

The main focus for Cameron and Reid were the decisions surrounding the expansion, or lack thereof, at these small campuses during the postwar period. At Mount Allison the faculty association was able to persuade the administration to keep enrolment at a “manageable level,” which effectively meant that the university did not experience a large expansion in its numbers in the 1960s.⁴⁶ Mount Allison reaped the benefits of increased provincial grants, at least in part because its Board of Regents was reformed so that the United Church no longer had a majority of the seats. At St. F.X. a different pattern ensued. According to Cameron, the laicization and professionalization of the faculty led to sustained calls for increased salaries, research opportunities, and larger enrolments. The decline of the priest-professor and his God-first orientation meant that St. F.X. hired several professors in the 1950s and 1960s who were more interested in their careers and research than with the Catholicity of the university.⁴⁷

Gibson’s work on Queen’s includes an intensive discussion of academic freedom and the attempted dismissals of professors Halperin and Shortliffe. In each case, Principal Wallace defended his faculty against factions of the board that sought their dismissals. But by the 1960s many faculty members had begun to see themselves as employees. Nonetheless, most professors still showed an overarching sense of community loyalty.⁴⁸

⁴⁶The majority of the representatives of the Mount Allison University community agreed with this position due to the enormous financial risk in which it would place the university; growth was not necessarily predictable enough for them. Reid, *Mount Allison University*, II, 283-284.

⁴⁷Cameron, *For The People*, 327.

⁴⁸Gibson, *Queen’s University*, 273-296 and 432.

Frost's history of McGill is more concerned with university presidents than with any other on-campus constituency. In its quest for increased participation on governing bodies, the McGill Association of University Teachers (MAUT) eventually reaped the rewards. As Frost reminds us, however, the unforeseen inclusion of students on these bodies at Canadian universities somewhat limited the gains MAUT made at McGill.⁴⁹

The second group of university histories includes material on the period of faculty unionization. Four books, covering four different types of universities, fit into this group: Waite on Dalhousie, Friedland on Toronto, Hayden on Saskatchewan, and Nichol on Bishop's.⁵⁰ Three of these universities chose unionization in the 1970s, and in two instances (Dalhousie and Saskatchewan) the authors were supportive of the interests of faculty members in seeking trade-union status. Christopher Nicholl represents a different type of author: a former university president (1976-1986) as university historian. While he did not specifically include the period of unionization (his book ended in 1970), he added an epilogue giving his thoughts on the topic. Since the faculty unionized during the same year he began his principalship, he had first-hand experience of the beginning of an era he described as devoid of the spirit of collegiality. Nicholl's description of the support staff's defeated attempt at unionization revealed his prejudices:

⁴⁹Frost, *McGill University*, 415-417.

⁵⁰Friedland, *University of Toronto*; Waite, *Lives of Dalhousie*; Christopher Nicholl, *Bishop's University, 1843-1970* (Montréal: McGill-Queen's University Press, 1994); and Michael Hayden, *Seeking A Balance: The University of Saskatchewan, 1907-1982* (Vancouver: University of British Columbia Press, 1983).

During this extremely difficult period Bishop's drew great strength from the loyal support of its community. The support staff defeated two determined attempts to unionize them, and they continued to make a major contribution to the viability of the university by cheerfully and effectively doing whatever needed to be done.⁵¹

The image of the support staff as resisting detrimental outside influences should not be forgotten as the CAUT would later aid the Association of Professors of Bishop's University.

At Dalhousie University, Peter Waite described a period of collective action by determined, vibrant faculty members who were unwilling to accept the autocratic presidency of H.D. Hicks. The fact that Waite participated in the events surrounding the certification drive may have influenced his conclusions. Indeed, Waite's experience and memory make his account more revealing other similar works. The pattern of failed attempts at voluntary collective bargaining, followed by a successful certification drive in the face of a president who could not accept unionization as a viable option, appears to have been the norm at Canada's unionized campuses. Waite included in his discussion of unionization the hurdles thrown up by the university at Nova Scotia Labour Relations Board hearings. Tactics included attempts to expand the bargaining unit to include as many as possible in order to lessen the chances of a union victory.⁵² It is noteworthy that the governing board at Dalhousie was quite supportive of President Hicks and his leadership during this period.

⁵¹Nicholl, *Bishop's University*, 295-96.

⁵²Waite, *Lives of Dalhousie*, 379-385.

Michael Hayden's work on the University of Saskatchewan is also very informative about the faculty unionization process. In a province that had passed labour legislation favouring unions, the faculty at Saskatchewan seriously considered seeking certification in 1951-52. Hayden argued that the reason for not going all the way was that the Faculty Relations Committee felt "that if a union were established, deans and department heads would be excluded from membership." This was derived from the "community-of-scholars" model that many prewar faculty members cherished as a model for university operations. Bitterness grew between faculty and administration over university governance, the Regina campus, and salaries, all of which Premier Ross Thatcher exacerbated in the late 1960s. The battles between the university administration and the provincial government suggest that no one group was completely in charge. The University Act, as amended in 1968, created the University of Regina and seriously reorganized the governing structures of each university, including the provision for student representation.

For the faculty at Saskatchewan, unionization again became a serious option in the early 1970s. This was due to secret salary negotiations and deals between the university and the Colleges of Law and Medicine and their respective professors, a practice that university administrators publicly denied. The majority of faculty members no longer believed that collegial voluntary collective bargaining could ever work again. In 1977 the

faculty association sought and easily achieved certification. In the process, however, it cemented the polarization between the faculty and the university administration.⁵³

One aspect of the histories written about Canadian universities is that the authors were cognizant of concluding their monographs in a year that was not too close to the time of their writing. Often the end of a specific presidency or an anniversary in the institution's history was selected instead. In one case, Blair Neatby and Don McEown's *Creating Carleton*, the authors decided to end their history in the late 1960s rather than tackle the sensitive decade of the 1970s which included faculty unionization. They made this decision, they admitted, because the events were contentious and took place after President Dunton's term expired at the end of June 1972.⁵⁴ This was on the cusp of the faculty association's decision to seek a more formal legal relationship with the university.

Conclusion

This thesis provides the first in-depth examination of one faculty's experiences with unionization. While a few others have studied faculty associations and their experiences with collective bargaining, this thesis is the first to begin the examination well before the date of certification and to continue the analysis beyond that date. In understanding the relationship between the faculty and the university in the 1960s, we can better see how the transition to secularization affected the faculty and administration. Also,

⁵³Hayden's interpretation of the 1960s differs from that of the university's president, John Spinks, who recalled that this decade was marked by an increase in confidence and trust between the faculty and administration. Hayden, *Seeking A Balance*, 221-223 and 265-275.

⁵⁴H. Blair Neatby and Don McEown, *Creating Carleton: The Shaping of a University* (Montréal: McGill-Queen's University Press, 2002), chapter eight and epilogue.

through an intense examination of the years after secularization that led to certification we can begin to understand how badly the relationship deteriorated. This is crucial since it was not secularization *per se* that caused the faculty to seek certification, but secularization created new boundaries for the relationship between the faculty and the university. Certification itself receives substantial examination and the battle between CAUT/SMUFA/SMUFU and CUPE is brought into the light as a competition between two organizations, rather than between a 'good' and 'bad' set of actors. With a substantial examination of the years following certification, we can better understand that unionization did not solve the problems of the faculty overnight; indeed, in some areas improvements took place, while the relationship with Carrigan continued to spiral downward. In the end, the issues that both sides brought to the bargaining table each year reveals that the process of collective bargaining both worked well and did not negatively affect the university or its reputation.

Chapter One: The Collegial Development of Saint Mary's University, 1963-1970

Introduction

Between 1963 and 1970, Saint Mary's University (SMU) was transformed from an all-male, Roman Catholic university to a coeducational, secular institution. An underlying spirit of collegiality enhanced the university's ability to adapt to rapidly-changing circumstances. The faculty participated harmoniously in decisions, due in large part to the effectiveness of the Senate as the principal decision-making body. Professors at SMU, Jesuit and lay alike, understood that they shared authority with the administration and the new Board of Governors (BOG). Shifts in responsibilities at SMU followed the general guidelines laid out in the *Duff-Berdahl Report*, which championed shared authority for universities between the faculty and governing boards.¹ Growth was a double-edged sword at SMU during these years due to financial pressures and growing enrolment. The Archdiocese of Halifax and the Jesuits who administered the university recognized that this growth outpaced their ability to meet the challenges.² Negotiating a solution to these

¹Sir James Duff and Robert O. Berdahl, *University Government in Canada: Report of a Commission Sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada* (Toronto: University of Toronto Press, 1966), 28. The participation of professors in the final decision-making process represented an essential component of university life in the eyes of Duff and Berdahl. This message was whole-heartedly echoed by professors across the country.

²The Jesuits of Upper Canada took over the operation of the university from the Christian Brothers in 1940. The departure of the Brothers was not happy because of a long-standing dispute over the active role the Archbishop, as Chancellor, took in the running of Saint Mary's College (SMC). Indeed, it required an intervention from Rome to settle the issue. Besides this problem, the Archdiocese had long lamented the financial burden of SMC. The most significant development in the Jesuit era, however, was the purchase of the Enos Collins Estate (also known as the Gorsebrook Estate) in the south end of Halifax, which new Archbishop McNally had purchased on his own. The new campus opened in September 1951 with 1,000

problems required the goodwill of all members of the SMU community. The transition was marked by a united front of administrators, faculty, Jesuits, the Archdiocese, and students.

Professors at SMU understood that their relationship with the university had a firm and well-articulated basis, which was codified in the *Faculty Manual*.³ While most professors enjoyed the formality of their relationship with the administration, both sides recognized the importance of the mutual trust that underpinned it. Despite general growth, some departments, such as Religious Studies, suffered either real or relative declines in enrolment in the 1960s. This of course exacerbated financial pressures for such departments, which in turn required them to justify the retention of their faculty complement. This was particularly difficult for departments with contractually-limited, term appointees. While these pressures did not differ greatly from those at other Canadian universities, at SMU they occurred during an especially difficult period of transition.

high school and university students. In 1952 the name of the institution also changed, dropping College and replacing it with University. Successfully shouldering the financial burden the new campus placed on the Archdiocese reveals its devotion to Catholic education in Halifax. In 1963 the high school branch of SMU closed, allowing the university to focus solely on higher education. On 10 April 1952 the Nova Scotia Legislature amended the 1918 Saint Mary's College Act; see Saint Mary's University Archive (SMUA), Burke-Gaffney Fonds (BGF), 1999.17, "History of SMU (Time Line) 1970-1972-1973." Archbishop McNally, who oversaw the transfer to the Society of Jesus, passed away in November 1952. For a general background of the history of SMU, see George H. Fotheringham, "A Comparison of Two Small Maritime Universities with Differing Religious Backgrounds: Saint Mary's University and Mount Allison University" (MA thesis, Saint Mary's University, 1972), chapter 1; and Laurence K. Shook, "Saint Mary's University," in *Catholic Post-Secondary Education in Canada* (Toronto: University of Toronto Press, 1971), 57-74.

³Saint Mary's University Faculty Union Office Files (SMUFUOF), *Faculty Manual 1961-62* (Halifax: Saint Mary's University, 1961), part I, section 2. While the legality of the manual is questionable, it formed the foundation for each individual's contractual relationship with the university.

The Collegial Evolution of The Senate to 1970

Academic administration at universities is a complex endeavour that requires adherence to the collegial model of academic governance. Interpreting how to do this, however, was often difficult. The structures within which universities were governed were shaped by traditions and legislation that were not always easy to reform. Moreover, there was a wide divergence in the way universities interpreted the idea of full academic participation. Representation at the governing table required varying forms of membership categories and voting constituencies. At some universities the Senate comprised all faculty members; at others, all full professors; and at still others, various combinations of faculty, administrators, students, and external representatives. Quorums at times were difficult to achieve. For example, in a university with membership based upon rank or appointment, the requirement for a high-percentage quorum could result in delays in meeting, thus hampering the institution's effectiveness.⁴ Duff and Berdahl confronted the multiplicity of academic Senates with recommendations for reform in their report. The SMU Senate adopted many of the principles of representation, areas of concern, and responsibilities contained therein.

⁴One of the options to solve this problem was to pass new provincial legislation that contained a formula or equation for determining the number of senators based on constituencies and ratios of administrators, faculty, and students. But this was not desirable because it made it appear that the university was incapable of dealing with its own problems.

The academic Senate at SMU was created in May 1963 from the Board of Studies.⁵ According to a survey undertaken for the *Duff-Berdahl Report*, the SMU Senate was a "rarity" because it comprised only individuals drawn from within the university.⁶ The inaugural meeting of the new Senate was all business. According to the minutes, it dealt with motions to create departments, confer degrees, create an executive committee and establish an *ad hoc* committee of one (Father Stewart) to recommend terms of reference. President Fischer informed members that Senate was "responsible for the academic policy of the University and the granting of degrees."⁷ This short statement suggests that Senate had an important, if not preeminent, role within the university. Initially, its membership reflected the composition of the faculty and academic administration of SMU.⁸ Accordingly, the first Senate had a majority of Jesuits. The non-Jesuit Senators included three faculty members, the Deans of Commerce and Engineering, and the Registrar. One of the motions passed at the inaugural meeting embodied Senate's commitment to the faculty: all decisions that affected faculty were to be forwarded to each faculty member in

⁵The Board of Studies was divided into two components: an Academic Senate responsible for the academic administration and a Board of Governors responsible for the financial and overall governance of the university. This was an internal division only; no new legislation was passed by the province.

⁶Some universities included a representative from the provincial government; normally from the department responsible for university education. Duff and Berdahl, *University Government in Canada*, 28.

⁷SMUA, Senate, Minutes, Vol. 1 (3 May 1963-3 May 1967), Minutes of 1st Meeting of Senate, 3 May 1963. It is difficult to ascertain when the inclusion of the sequential number for Senate meetings was added. The 7 January 1969 meeting includes the number 64. Presumably, K.J. Cleary simply counted backward to determine this number.

⁸SMU's first Senate meeting had fourteen attendees, which included the deans of Engineering, Commerce, Education, and Arts (officially the Chairman of the Arts Faculty Council); the Librarian, Dean of Studies (equivalent of Academic Vice-President); President; Registrar; five faculty members; and K.J. (Kevin) Cleary as Secretary, who was a voting member of Senate during this period.

writing. This was a recognition that faculty members were crucial in delivering and implementing the academic policy of the university.

The first major task for Senate was to create structures for the university. The move from the existing academic units toward the modern university's divisions and departments took several meetings. This process reveals a great deal about the importance of collegiality and academic integrity at SMU during these years. At the inaugural meeting of Senate, Father Stewart recommended establishing departments of English, Chemistry, History, Philosophy, Physics, and Theology.⁹ At a second meeting on 18 September 1963, Senate established these departments and appointed chairs for all except Theology, where the decision was postponed due to changes in the department. Immediately following this, Senate debated the creation of departments of Political Science and Economics; the former was created while a decision on the latter was postponed. Throughout the meeting faculty members participated with as much vigour as those in administration. Senate failed to complete recommendations for its terms of reference and asked Father Stewart to continue this work. Senators also created an *ad hoc* committee to recommend whether SMU should continue its relationship with the Atlantic School of Journalism and Communications Arts (ASJCA). President Fischer noted that the continuing involvement would cost SMU about \$165,000 over a five-year period.¹⁰

⁹SMUA, Senate, Minutes, Vol. 1, Minutes of 1st Meeting of Senate, 3 May 1963. There was no need to deal with the establishment of faculties or the creation of departments within Engineering or Commerce.

¹⁰SMUA, Senate, Minutes, Vol. 1, Minutes of 2nd Meeting of Senate, 18 September 1963.

During the rest of the academic year 1963-1964 SMU's Senate operated as intended.¹¹ Major decisions were first considered by appropriate committees and then debated formally by the full Senate. A number of important decisions represented complex situations that brought enormous pressures and historical commitments.¹² According to the minutes, the decision to withdraw from the ASJCA had majority support even if they did not record the vote.¹³ The discussion on the Maritime School of Social Work (MSSW) resulted in a "divided" Senate.¹⁴ Indeed, Senators spent enough time debating the issues surrounding the MSSW that they deferred the terms and accomplished little else. At the 9 January 1964 meeting, K.J. Cleary recorded the first vote. Fathers Fogarty and Labelle put forward the following motion: "THAT the Senate in principle would require, after High

¹¹The Arts and Science-Engineering Councils were both nominally reformed based upon departments (seven) and areas (twelve). The need for a nominal reform was based upon good-faith because faculty councils had been intended to be comprised of just departmental representatives. As areas of study reached three faculty members, they would be eligible to form independent departments if desired. When new departments were formed, the composition of faculty councils would not need to change. A total of nineteen units are listed in a letter from President Fischer to the Senate in 1963. Each Chair for the nineteen units received a two-year appointment; seven were Jesuits, however, only one of those seven was chair of a department. See SMUA, Senate, Minutes, Vol. 1, C.J. Fischer to Senate, 27 September 1963.

¹²These included discussions on topics such as withdrawing future commitments to the ASJCA, the relationship of SMU to the Maritime School of Social Work (MSSW), and questions surrounding the place of Grade XII in Nova Scotia for admissions' requirements.

¹³SMUA, Senate, Minutes, Vol. 1, Minutes of [3rd] Meeting of Senate, 18 October 1963. Father Fogarty, who chaired the committee, tabled an eight-page report on the relationship of SMU with the ASJCA, as well as the implications for SMU of a continuation of the relationship. The committee based its negative recommendation upon three important concerns: the threat to administration, the academic qualifications of courses and instructors, and the source and destination of students. The last point was particularly important for a university that prided itself on serving a defined community – in this case the Catholic males of Halifax and the region. The ASJCA included Ontario and Quebec as sources and destinations of its students. It appears that there was little community pressure to maintain involvement with the ASJCA: "The Chairman remarked that our withdrawal should cause too much furor as local media (press, radio, etc.) had already discontinued support."

¹⁴SMUA, Senate, Minutes, Vol. 1, Minutes of [4th] Meeting of Senate, 18 December 1963.

School Grade XII, four years for a pass degree and five years for an honours degree.” This motion passed by a vote of eight to four, although Mr. Cleary did not record details of the debate.¹⁵

Eleven months after the initial motion, the terms of reference came to the floor for discussion and approval.¹⁶ This package reflected not only a specific tradition of denominational academic administration but also an institution still coming to grips with the administration of a modern university. Father Stewart constructed the terms of reference around a quasi-denominational/university model that presupposed the presence of Jesuits in the highest administrative posts. Despite the President’s initial description of the role and authority of the Senate, Father Stewart recommended that Senate be “a co-ordinating and advisory board to assist the President, as he shall require, in matters of university planning, policy and administration which affect the University as a whole.” The final numbered section in the Aims and Responsibilities section of the terms of reference was telling: “Final authority in all decisions of the Senate shall rest with the President of the University.”¹⁷ This reflected the belief that the President represented the faculty as “one of them.” In Father Stewart’s good-faith Senatorial model, academic

¹⁵SMUA, Senate, Minutes, Vol. 1, Minutes of [5th] Meeting of Senate, 9 January 1964.

¹⁶While it first arrived at Senate in December 1963, it was deferred due to the length of the debate on the MSSW. See SMUA, Senate, Minutes, Vol. 1, Minutes of [4th] Meeting of Senate, 18 December 1963. Debate on the terms also took place at the 24 March, 2 April, and 9 April 1964 meetings.

¹⁷SMUA, Senate, Minutes, Vol. 1, Minutes of [8th] Meeting of Senate, 9 April 1964, W.A. Stewart, “Terms of Reference For Saint Mary’s University: Report to the Senate from the Ad Hoc Committee,” 6 December 1963.

policymakers would be drawn primarily from the academic administrators.¹⁸ Even with five members on Senate, the faculty had fewer defined powers than the administrators.

Regulations required the full Senate to meet only twice per academic year, although the terms of reference mandated that the Executive Committee convene at least once a month. The duties and powers of this committee were much broader than those of Senate, except that its decisions were subject to Senate approval. The Executive Committee was to be "the clearing house for questions, problems, recommendations referred to it from these Faculty Councils." Moreover, it was to "present to the Senate recommendations regarding the establishment or discontinuance of departments" and to "determine the duties and responsibilities of department chairman and subject representatives;" to "co-ordinate and transmit to the President for approval all budgets which are submitted through various committees, departments, etc;" and to "report to the President and Senate on current operations, problems and plans." Finally, it was to "examine and weigh matters brought to their attention by other members of the faculty" and "to serve as a court of appeal for faculty members in matters of dispute referred from the departments or faculty councils." The breadth of the committee's brief was impressive. The mandate reflected the size, scope, and familiarity with the university and how it operated and is difficult to comprehend outside the collegial model of academic

¹⁸Stewart, "Terms of Reference." Membership from the administration was comprised of the President; Deans of Studies, Arts, Science, Commerce, Engineering, Education, and Men; the Registrar; and the Librarian. The Assistant to the Dean of Studies, K.J. Cleary, was included as *ex-officio* Secretary. On the faculty side of the Senate there would be five members elected by full-time faculty members.

governance. That this system worked well during the life of this Senate is remarkable.¹⁹ The minutes of the meeting of the Senate that finally approved the terms of reference comprise only four sentences: one for the introduction of the item for discussion, one to say there was discussion, one for the moving and seconding, and a final sentence indicating that the motion carried.²⁰

Good faith was a prerequisite for Senate to function. This was because it had few internal experiences upon which to draw. Moreover, the emphasis on collegiality provided the optimism necessary for it to be productive. At the first meeting of the 1964-65 academic year, the secretary recorded that there "was a short discussion on the sphere of Authority of the Senate, and it was the consensus that this would be made manifest by experience."²¹ While Senate may not have met monthly, it did discuss sensitive and relevant issues. It appears that the Senators intended the year's meetings to take stock of the university. This was necessary in order to deliberate over enrolment increases and other issues, such as graduate studies and faculty housing. Both the faculty and administration made concerted efforts to understand how SMU might best position itself for its future. The next meeting after 24 September took place over two days on 4 March and 8 March 1965, when twenty-eight reports were discussed dealing mainly with academic matters such as admissions and the mandates of faculty councils. Among the

¹⁹ *Ibid.*

²⁰ SMUA, Senate, Minutes, Vol. 1, Minutes of [9th] Meeting of Senate, 30 April 1964.

²¹ SMUA, Senate, Minutes, Vol. 1, Minutes of [10th] Meeting of Senate, 24 September 1964.

reports was one from the Committee on Aims, Policies and Procedures; the minutes show that Father Stewart had held two meetings in the past year and that his committee was "working on the completion of the Faculty Manual." President Fischer reported that the Committee on Rank and Tenure "had considered the faculty members who were due for promotion and who were due for tenure," although Cleary did not append copies of these reports to the minutes.²²

At the final meeting of the 1964-65 academic year, a crucial discussion of curriculum revision took place. Senate proposed that a committee be struck to deal with this issue across the university.

Father Kierans pointed out that, in proposing the set-up of the Committee, he did not have in mind the principle of representation but was concerned with the actual choice of individuals. He was also interested in keeping the Committee as workable as possible in regard to numbers.

The discussion on this committee revealed many of the basic tenets of collegial governance. Each dean voiced their support for the committee, if their faculty had a representative on the committee. The fact that each department sought representation on the committee suggest its importance in a university in transition. The minutes record Dean Beazely (Commerce) as opposing the composition of the committee because it would not have a representative from Commerce. If the committee did not have complete representation, then each Faculty Council would have to do the work, submit recommendations to the Senate committee, and hope their hard work would be acceptable

²²Not all reports presented at this meeting were written and/or appended to the approved minutes. SMUA, Senate, Minutes, Vol. 1, Minutes of [11th] Meeting of Senate, 4 and 8 March 1964.

to the Senate. An important aspect of this debate was whether the committee or the Faculty Councils should do the work first.²³

Dean Beazely was not alone with expectations that this committee could be institution-wide. President Fischer suggested that "the Committee should be institutional-wide" because he "felt that if it came up through the Councils there would be a huge problem of correlation." Father Labelle posited that leaving Faculty Councils out of the process might negate their "reason for existence." At the end of the debate President Fischer reminded Senators "that we would have to provide the type of Committee the Dean needed since it is really his responsibility to see that the curriculum is revised properly." Despite the well-articulated views over the importance of representation versus the need to have a committee of manageable size, President Fischer reminded Senate that some committees were in fact advisory in nature. In a final gesture of Senatorial authority, the motion as passed included the proviso that the President seek the approval of Senate for the composition of the committee. This did not, however, necessarily require another meeting, since President Fischer could correspond with each Senator to obtain approval. This commitment to a collegial atmosphere suggests that President Fischer supported an open debate about the governance of the university. He believed, however, in the necessity of senior administrators to do their work in the manner that they saw fit. But this did not necessarily exclude faculty input, although the Senate reinforced the delineation of authority. The motion that they passed forming the committee read:

²³SMUA, Senate ,Minutes, Vol. 1, Minutes of [13th] Meeting of Senate, 13 May 1965.

[T]he Senate ask the President to select, for its approval, a Committee to recommend curriculum revision. ... It was agreed that the President could obtain this approval either through correspondence with the individual members of the Senate or, if necessary, through another meeting of the Senate.²⁴

Good faith underpinned the entire process, even if each faculty sought representation on the committee. Confidence in the President to adhere to these instructions permeated the formation of this committee and the process of curriculum revision. His ultimate authority, however, remained intact.

SMU Reorganizes Itself

The publication in 1966 of the *Duff-Berdahl Report* marked an important milestone in the development of collegial academic governance in Canada. The collaborative support of both the Canadian Association of University Teachers (CAUT) and the Association of Universities and Colleges of Canada (AUCC) underlined the importance of such an investigation into how Canada's universities were governed. The two investigators conducted a nationwide survey and solicited advice from administrators, faculty members, students, governors, premiers, ministers of education, and faculty associations. In concluding their report the two investigators suggested that the problems in university governance were not peculiar to Canada. They argued that the root of the problems was structural rather than personal. The reformation of an individual university's governance

²⁴*Ibid.*

would require cooperative planning and open discussion if it was to reflect adequately each institution's unique history and particular academic philosophy.²⁵

Two important concerns were paramount at SMU following the release of the report. First, the Archdiocese was concerned about the financial obligations and liabilities of operating the university and how transforming university governance might affect it. Second, the overall feeling was that the achievement of structural change required cooperation. Losing the good will of faculty, students, administrators, and governors was a great risk; no one associated with the university wanted to see the spirit of co-operation die an unnatural death. Various proposals to bring this about were discussed during the academic years 1965-66 and 1966-67.²⁶

During the summer of 1967 there was a substantial change in the academic administration of the university. President Fischer retired with little fanfare and was replaced by the Reverend Henry J. Labelle, S.J. (Philosophy) on 1 July. This transition was essentially seamless because Fischer and Labelle had similar beliefs about the university and its future. Labelle recognized the importance of strong leadership during the transition. A strong proponent of coeducation, the expansion of the physical plant and the progressive reorganization of the university's governance structures, he was prepared to begin the

²⁵Duff and Berdahl, *University Government in Canada*, 86-87.

²⁶SMUFUOF, Reorganization Brief, 1965-1966, "Brief of Saint Mary's University Faculty Association Containing Recommendations on the Constitutional Re-organization of Saint Mary's University," no date. Their brief divided its recommendations into four areas: Board of Governors, Senate, President, and Deans and Department Chairmen.

process of guiding SMU toward nominal secularization.²⁷ Labelle also recognized that the reorganization of academic governance would require new provincial legislation. The Jesuits and the Archdiocese sought to withdraw from formal roles in ownership, administration, and operation of the university. The university required expansion of the physical plant to accommodate the growing student population, and with the introduction of coeducation in 1968-69 SMU would need more classrooms, residences, and social spaces on campus. To facilitate this, the university hired former MP Edmund Morris as its Development Officer.²⁸ Students at SMU quickly warmed to Morris, in part at least because he believed that it was absolutely necessary to solicit input from the Students' Representative Council. Morris stated publically that the future of SMU was in good hands with President Labelle and that the university had "gained an immense forward thrust with the assumption of President Labelle's presidency."²⁹ Optimism still permeated the campus. Reid Barry, in his first editorial of the 1968-69 year for the student newspaper, *The Journal*, summed up the feelings of many in the SMU community regarding proposals for reorganizing the university: "We do not advocate that Saint Mary's abandon its Catholic tradition but we do want the academic community here to determine its own policy."³⁰ This stance was not out of line with SMU traditions.

²⁷ "New Administration: Dr. Father Henry J. Labelle," *The Journal*, 6 October 1967.

²⁸ *Ibid.*

²⁹ "Campus Development: An Interview with Edmund Morris," *The Journal*, 13 October 1967.

³⁰ Reid Barry, "From The Editor's Desk: Christian Tradition," *The Journal*, 18 September 1968.

The 23 September 1968 meeting of Senate provides a good example of the shifting attitudes on the issues of secularization, apathy, and the Christian character of SMU. Two important facets of the discussion on the celebration of the College Mission with the Mass of the Holy Ghost revealed a great deal about the good faith of the academic administration at SMU. The discussion centred on whether Senate should declare a full-day holiday in recognition of the importance of the day. The alternative was that Senate could cancel classes scheduled during the Mass to allow students to attend. "Dean Hallett remarked that if the students were given a whole holiday we would then have practically nobody at the Mass." President Labelle agreed. Further, he recognized Senate's role in determining the calendar when he supported Father Burke-Gaffney's recommendation that "in the future the time and date of this Mission should not be settled without the consent of Senate."³¹

Student participation in the academic governance of Canadian universities gathered momentum during this period, and SMU was no exception. In a report (*Fogarty Report*) to Senate, Father Daniel Fogarty, Vice President of Academic Affairs, recommended that students "should have direct representation on Senate and on pertinent Senate committees."³² No motion was put forward at the next two meetings because both were wholly occupied with discussing revised terms of reference for department chairmen.

³¹SMUA, Senate, Minutes, Vol. 2 (5 September 1967-6 May 1969), Minutes of 58th Meeting of Senate, 23 September 1968.

³²SMUA, Senate, Minutes, Vol. 2, Minutes of 56th Meeting of Senate, 14 May 1968, Brief to Senate Saint Mary's University: Student Representation (hereafter *Fogarty Report*).

When the Senate met for the first time in the autumn it was to review the university's governance structures, including representation and participation of students and faculty. By the end of Autumn 1968, however, Senate was convinced that altering its composition was difficult, if not impossible. There were two thrusts to the decision not to alter Senate to include students as voting members. The first were the legal grounds that forbade altering the Senate's composition, especially to allow new Senators from a group not referred to in the legislation. It was this provision that enabled the addition of more professors or administrators while excluding students. While the legal position had validity, the second thrust suggested that no alterations to the Senate should be made during the review process. For some it would be inappropriate to make formal changes during a review that intended to recommend formal changes to the Senate. President Labelle, who supported this line of reasoning, suggested to Senate that student representatives be allowed to attend meetings as non-voting members.³³

Senators had a preliminary discussion about student representation on 4 December while the review was taking place. They rehashed the recommendations from the *Duff-Berdahl Report* and the contents of Father Fogarty's report to Senate earlier that year. Duff and Berdahl had argued that students were capable of serving at the Senatorial level. Their recommendations stopped short of conferring full-fledged status, but did recommend that

³³SMUA, Senate, Minutes, Vol. 2, Minutes of 61st Meeting of Senate, 4 December 1968.

students serve on Senate committees. They expressed concern about the time demands that would be placed upon full-time students.³⁴

President Labelle spoke strongly in favour of student representation on Senate. His position echoed the *Fogarty Report*, but other Senators had several reservations about the suitability, capacity, and trustworthiness of students as Senators. Their opposition and open discussions on the reasons to support a nay vote on student representation suggests several key characteristics of the university. Fogarty addressed each negative position in his report. Cleary recorded one unidentified Senator as remarking that “if students want a voice in the matters that concern them, they should have at it on the faculty councils.” This sentiment received little support from other Senators due to an acceptance of the principle of full-participation for students as central to the issue. Many rejected the need to discuss the degree to which students would participate, at which levels, or on which specific committees. Senators also raised confidentiality as a reason to reject student participation. Some feared that students could not maintain confidentiality outside a meeting. “It was pointed out that the matter of secrecy is of great importance.” Before any substantive discussions began on the issue of student representation, Senators agreed that four questions required answers before a full debate took place:

1. Should there be students on Senate?
2. What qualifications should these students have?
3. How many students should there be?

³⁴The recommendation for student representation on governing boards was to follow the Queen’s University/Scottish universities method in which students elected a Rector (non-student) as their representative. As another force inside the university, students received nearly three pages of attention, only one page less than faculty associations, Duff and Berdahl, *University Government in Canada*, 65-67.

4. When and how are they to be elected?

The debate on 4 December ended with Senators asked to consider question one first; if enough members voted in the negative, Senate would not have to deal with the other three. For an unexplained reason, Senate resumed discussion on student representation at the end of this meeting. Father Burke-Gaffney could not get a seconder for his motion to have two student Senators. The last recorded discussion at this meeting involved a Senator asking Professor Cormier to explain to Senate what the *Duff-Berdahl Report* said about student representation on Senate. Unfortunately, Cormier, was inaccurate in his recollection. He suggested that *Duff-Berdahl Report* stated "that a representative should be picked by the students to speak on their behalf on Senate."³⁵ The two commissioners referred to students electing a Rector to speak for them. This individual would be a full member of the Board of Governors, not the Senate.³⁶ Question number three was perhaps more important than numbers two and four. A set of qualifications for student senators was not new; indeed, senior undergraduates were preferred. Question number four would not necessarily be the problem for the Senate as the students' union normally would decide how to elect student representatives. For students, question number three was the most crucial because students needed substantial numbers for their representation to be effective. Few believed, however,

³⁵SMUA, Senate, Minutes, Vol. 2, Minutes of 61st Meeting of Senate, 4 December 1968. At the 18 December meeting of Senate a motion was passed to rewrite the minutes to provide anonymity to individual speakers unless the Senator requested that his name be included. Given the statements recorded by Cleary, it is understandable why some Senators would be wary of having students know who put forward which negative argument. SMUA, Senate Minutes, Vol. 2, Minutes of 63rd Meeting of Senate, 18 December 1968.

³⁶Duff and Berdahl, *University Government in Canada*, 67.

that the eventual number would be higher than three or four. Question four was a formality as serving one-year terms on Senates was common elsewhere in Canada. The qualifications question had ramifications for questions three and four because it was an option to have one student from each faculty or school. This would result in elections within those faculties and schools, with only students from those constituencies voting.

The follow-up meeting of Senate began with consideration of a motion from Dean Hallett, seconded by Father Stewart, that "students be admitted to membership on the Saint Mary's University Senate." Little was accomplished at this meeting except for unidentified Senators reiterating their insecurities about student participation on Senate. They amended the original motion after some debate to reflect the adoption, in principle, of student representation on Senate. But this had a hollow ring to it as they attached no time lines or any commitment for future action. Another unidentified Senator argued that "the need to be realistic and to appreciate that as time goes on we are going to be pressed into making a decision. We should also be thinking of both the contribution students can make to Senate and of the contribution that Senate can make to students." The motion, however, only passed by an eight-to-six majority. Senators then put forth a motion seeking a submission from SMUSA on Senate representation. This motion was withdrawn when Senate was informed that a similar motion would be considered at its next meeting on 18 December.

If students had been present at the 18 December meeting of Senate, they would have believed that their chances for full representation had risen exponentially. The

President informed Senators about a letter from the Bishop on the restructuring of the university. Cleary summarized it as follows:

The Chairman advised the Senate that the Bishop had accepted the recommendation of adding a faculty member to the committee on the revising of the University Act. He also told the Senate that the Bishop had suggested that a couple of students be appointed to the committee. He asked Senate for advice on the way to go about this.

There was some discussion on this and it was decided to have the Students' Council arrange for the appointment of these representatives in a suitable and democratic manner.

When the meeting resumed discussion on student representation, Cleary recorded no debate or discussion except that Senate adopted student representation in principle. It seems likely that the legal obstacle was the lone prevention for students and that with a new Act on the way that shortly the problem would disappear. No motion was proposed, however, that reflected President Labelle's invitation for observer-like status for students.³⁷

Reforming the Senate began in earnest at the 13 November 1968 meeting with a discussion of the terms of reference. Dr. W.J. Dalton (Political Science) noted that Senate had already informally altered its behaviour without codifying these changes into the new terms of reference.³⁸ An *ad hoc* committee, consisting of Dalton and Professor O.P. Cormier (Commerce), produced a report that interpreted *Duff-Berdahl Report* within the

³⁷SMUA, Senate, Minutes, Vol. 2, Minutes of 64th Meeting of Senate, 18 December 1968.

³⁸SMUA, Senate, Minutes, Vol. 2, Minutes of 59th Meeting of Senate, 13 November 1968.

SMU context (*Dalton-Cormier Report*).³⁹ They made their recommendations based upon an acceptance of the fundamental premise that Senate would have a necessarily pivotal role in the academic governance of the university. Operating under that assumption would prove to be important. To ensure that Senate had control, however, required codifying its authority over the processes under which the faculties, departments, and professors operated. Senators contemplated extending the authority of Senate to include formal ratification of any and all decisions taken by any body within the university, including the BOG, before those decisions could take formal effect. While Senate spent several meetings in the autumn of 1968 discussing various aspects of its proposed restructuring, members confirmed one principle at the 4 December meeting, which passed with one abstention: that "Senate remain as a working body as small but representative as possible to achieve this result."⁴⁰ Some feared that the composition of the Senate could be calculated upon a percentage of the faculty or correlated to the number of departments. As the university grew in size, the Senate would grow automatically and not because of reasoned discussion or by necessity of logic. The size of the Senate needed to remain small and new members added slowly in order to prevent it from becoming too large to be effective.

³⁹While no copy of the *Dalton-Cormier Report* could be found in either SMUA or SMUFUOF, Senate minutes make numerous references to it. Cleary did not append the report to the minutes of any of the meetings at which it was discussed.

⁴⁰The result referred to was the consideration of modifying the membership of the Senate. SMUA, Senate, Minutes, Vol. 2, Minutes of 61st Meeting of Senate, 4 December 1968.

Professor Crowther made the most salient point during the debate on restructuring the Senate, arguing that "this body is going to subject to a certain amount of pressure, and unless we put our house in order very quickly someone will do it for us." This reference to the revision of the legislation suggests that Crowther recognized the importance of the Senate writing its own terms of reference. This was due to the possibility that the provincial government might enact regulations that would not reflect what Senate wanted. While Crowther did not suggest that the individuals rewriting the legislation would make changes out of malice or ignorance, he did argue that it would be best if Senate could tell them what it wanted. Senate adopted most of the *Dalton-Cormier Report* as a framework. At the 13 November 1968 meeting, Crowther seconded a motion, which passed with five in favour and five abstentions, proposed by Professor Flynn (English) to amend the *Dalton-Cormier Report* to read that "Senate be the ultimate authority on faculty rank, promotion and tenure."⁴¹ This motion reflected a belief not only that Senate was an active governing body but also that Senators wished it to continue in this vein. Still, the ability of Senate to be the ultimate authority is unclear because many aspects of academic employment were part of the terms and conditions of employment, which was under the BOG. This represented a grey area for faculty because of the legislative authority of the BOG. The content of this motion suggests that Senate was willing to act as the ultimate authority with an appellate function. Such an arrangement was necessary because a committee would necessarily be expected to deal with individual cases of promotion and

⁴¹SMUA, Senate, Minutes, Vol. 2, Minutes of 59th Meeting of Senate, 13 November 1968.

tenure. Senate's involvement in the conditions of employment reflects a spirit at SMU to rely more on the faculty for decisions that affected them. The faculty recognized that the governance structure was about to change and that Senate was likely to become even more important.

The New Charter: Input and Influence

On 20 March 1968 the BOG decided to undertake a serious investigation into the university's future. In particular, it sought to review the university's governance structure together with the long-term administrative and ownership relationships, although the latter were understated goals. The goal of the investigation was the production of a report providing recommendations for adoption as legislation by the government of Nova Scotia. There were two principal reasons for the BOG to investigate a reorganization of the governance and administrative structures of the university that resonated with almost equal force. The first was that the university was growing at a pace that placed the Society of Jesus and the Archdiocese at a distinct disadvantage in administering it. More lay faculty members were required and fewer Jesuits were qualified to be professors in the modern university. The second was the financial burden of operating the institution. The physical plant required maintenance and improvements, and it was necessary to acquire surrounding lands and to construct new buildings to accommodate the increasing number of students. In moving toward a secular, new governance structure, the BOG recognized that SMU had achieved several of the goals envisioned in 1940 when the Society of Jesus

took over the administration of the university.⁴² While SMU was still able to participate in many of the NSUGC's funding programmes, pressure to carry a heavy debt load to finance the unfunded projects was too great for the Archdiocese. Moreover, the effect of the *Duff-Berdahl Report* on SMU provided a rationale to move quickly.

The Archdiocese possessed the legal authority to operate the university and contracted the Society of Jesus to administer it on its behalf. The Archbishop and his advisors made appointments to the BOG. In a manner similar to other universities in Canada that were moving from denominational to secular status, and taking cues from the *Duff-Berdahl Report*, the complete independence of the university from external control was a necessary goal. Neither the Archdiocese nor the Society of Jesus, however, believed that they were stifling the development of SMU. Indeed, micro-managing by the Archdiocese was unnecessary because several of its highest officials were also senior members of the BOG.

The BOG's decision to undertake its own study was not made lightly. Moreover, it recognized that it should consult all members of the SMU community about the structures and direction that the university should take. Many in the SMU community expressed concern about the ability of the university to maintain its Christian character. Such concerns would prove to be moot because the majority in the community did not want the

⁴²Shook, "Saint Mary's University," 70-72.

university to abandon its traditional mission or character.⁴³ Included in the discussion on maintaining the character of the university was the future role of the Society of Jesus, the Archdiocese, and those positions on the BOG or in the senior academic administration that Jesuits, the Archbishop, or his appointees would fill. Some felt that to maintain its character the university required the official presence of religious individuals in identifiable positions of administrative authority. Issues such as these required resolution as the BOG moved forward with its review. In order to fulfil its own reform mandate, the BOG understood the necessity of encouraging its constituent members to participate.

In the autumn of 1968, the SMUFA created a subcommittee to make recommendations for a revised charter. The committee consisted of Dr. Richard Beis (Philosophy), Dr. D.J. Weeren (Education), Dr. Michael Wiles (Biology), Reverend Dr. Patrick Kierans, S.J. (Theology), and Dr. Arthur Monahan (Philosophy). This committee examined the various issues that needed to be included in new legislation. The committee's first report to the SMUFA membership was a brief, point-by-point analysis designed to stimulate discussion to construct a formal submission to the BOG. The committee believed in a comprehensive charter that incorporated a collegial model of governance. In its first report on the new charter the committee identified two areas that it believed required attention: academic freedom and university government. For the faculty at SMU, a strong statement to guarantee academic freedom was at the core of any

⁴³For an example of the prominence the BOG placed on maintaining the Christian character of SMU, see SMUA, Burke-Gaffney Fonds, Academic Series, Board of Governors Sub-series, 1999.17A, BOG-General-1968, Minutes: Meeting of the Board of Governors of Saint Mary's University, 16 September 1968.

legitimate conceptualization of the university. At SMU during this period the commitment to academic freedom was "in general, good."⁴⁴ The committee made reference to the handling of Werner Gruninger's contract renewal and the procedural shortcomings he experienced.⁴⁵ The committee did not elaborate on the situation, nor did it suggest how to avoid a similar situation in the future. It is possible that the reference to procedural shortcomings was a prelude to a reworking of the *Faculty Manual* that governed the terms and conditions of employment at SMU.⁴⁶

In its analysis of the governance structure and practices at SMU, the committee discovered some disturbing realities concerning the BOG, the President, and the Senate. The committee concluded that the functions of each could not be found in any "known, written policy." The BOG, however, did have some clear functions that were evident to the committee, primarily concerning capital expenditure; the Archbishop had the authority to make all appointments to the BOG. The subcommittee credited the BOG for adopting coeducation and it accepted that the BOG was capable of bold action to ensure the long-term future of the university. Its only recommendation relating to the BOG was that there

⁴⁴SMUA, Donald J. Weeren Fonds (DJWF), 2001.003.1, series 7-2, Charter - Student Concerns And Proposals - 1968-1969, Committee Representing the Saint Mary's University Faculty Association, 22 November 1968.

⁴⁵It is difficult to ascertain to what the specifics of the Gruninger Case are as there is no mention of it in any of the SMUFA minutes, *The Journal*, or the other extant archival sources. The individual, however, is identifiable as Professor Werner Gruninger, a lecturer in the Department of Sociology. Gruninger held only a BA, but he would receive a PhD from the University of Washington in 1974 for a dissertation entitled "Criminalization, Prison Roles and Normative Alienation: A Cross-Cultural Study," which appears to have been followed by a position at Oklahoma State University. Procedural problems surrounding the renewal of contracts are discussed more fully in chapter two.

⁴⁶Committee Representing the Saint Mary's University Faculty Association, 22 November 1968.

needed to be elected faculty members who would serve as full voting members. Without a written policy outlining the duties and responsibilities of the President, the SMUFA committee recognized an opportunity to have a meaningful debate on the nature, appointment, and duties of the Office of the President. Despite the absence of a written policy, SMUFA was not ignorant of the authority the president wielded within the university, particularly the final decision-making power in relation to all appointments. It also understood that the president “determines operational budget and allocates priorities” and that presidential power could be constrained through new legislation. Because the Archbishop and the Society of Jesus appointed the president, faculty members believed that they needed to have meaningful participation in the hiring process. The committee did not argue for a faculty-hired president; indeed, the suggestion was for formal and meaningful consultation with the faculty during the hiring process. In a familiar refrain heard on several university campuses after World War II, the committee recommended that the president “should be required and rely more upon the judgment of committees selected for their competence in various areas, and less upon ad hoc consultation with individuals or no consultation at all.”⁴⁷

Senate received the most thorough and critical analysis. The committee argued that the university needed to revamp Senate almost completely if it were to become a dynamic governing body. This was particularly important for faculty because it promised to

⁴⁷Committee Representing the Saint Mary’s University Faculty Association. Underlining in original.

increase faculty power. The committee believed that Senate needed to be more responsive to the faculty. There was a great deal of concern about communication between Senate and the faculty on issues of academic importance. One of the criticisms of the existing Senate was that it did not come into existence because of faculty concerns but rather due to a decision by a previous president to have an advisory body on academic matters. While the committee was highly critical of the existing Senate, it did note that the body had evolved quite nicely in some areas, such as creating a research aid committee and establishing a system to elect faculty members. In its suggested revision, communication was the key issue. One of the other recommendations was that Senate should "determine and ratify the operational budget of the University including its priorities." The desire to have a formal role in determining the university's budget was important for faculty members because they believed that "meaningful participation" necessarily included formal participation in financial decisions.

The faculty did not believe its situation was as positive as it could and should have been. Morale among professors was important for the overall spirit and morale of the university. The topics that buttressed faculty morale included appointments, contract renewals, promotion, and tenure. Serious problems existed from a faculty perspective concerning agreed-upon procedures in all these areas.⁴⁸ To gain some semblance of order the committee recommended that the Assembly of Faculty receive a constitutional

⁴⁸The case of Dr. Sutherland (History) is among the most prominent in this period; it is discussed in detail in chapter two.

foundation in the new charter, although it did not define the duties and responsibilities of the Assembly of the Faculty in relation to the administration of the university.⁴⁹ One of the proposed purposes of the Assembly of the Faculty was to empower it as the final ratifying body for changes to the constitution/charter of the university and any bylaw that applied to those engaged in the academic function at the university. The intent appears to have been for the Assembly of the Faculty to act as the forum for all full-time faculty members on academic matters.⁵⁰

The students and faculty who participated in the charter revision process were anxious to have their views reflected in potential legislation. A new governing act was the long-awaited opportunity to entrench in the university a firm and binding system of meaningful collegial governance. The subcommittee received both written and oral input over several months from individual faculty members and at general meetings of SMUFA. The single most important piece of work carried out by the subcommittee involved a questionnaire sent to each faculty member. The faculty representative on the BOG's committee on charter revision was Cormier. He spoke in favour of the motion establishing the survey because he indicated he had nothing which he could point to as evidence of

⁴⁹This definition borders on what many suggested SMUFA should be, except that membership in the Assembly of the Faculty was reserved for all full-time faculty members with no option to opt out.

⁵⁰"Committee Representing the Saint Mary's University Faculty Association." The report's sole recommendation on the place of students in the university's governance structure was that they receive at the very least some representation on Senate.

faculty opinion on the issue of charter revision.⁵¹ This was meant to be a comprehensive survey on how a new charter might affect faculty members. Also, the survey sought input from faculty members in the composition of the university's governance system.

A detailed discussion of its questions and results reveals a great deal about the attitudes and visions of faculty members toward the future of their university. The survey's first section dealt with the character of the university by presenting four statements on the objectives and principles of SMU. It is plausible that the ordering of the first four questions reveals a descending order of importance placed upon each by the subcommittee and the membership of SMUFA. The first asked bluntly if the respondent agreed "that the Charter contain a statement of commitment by the University to Christian principles."⁵² A solid commitment to fostering a university dedicated to Christian principles was one that SMU took very seriously during this period. This commitment was manifested most acutely in the Institute of Human Values that the academic community of SMU developed and encouraged.⁵³ Support from the faculty on this point was obvious: thirty-eight were in

⁵¹SMUA, DJWF, 2001.003.1, Series 7-2, Charter – Student Concerns And Proposals – 1968-1969, Minutes: Meeting of the Faculty Saint Mary's University, 5 March 1969.

⁵²SMUA, DJWF, 2001.003.1, Series 7-2, Charter – Student Concerns and Proposals, 1968-1969, Urhan Merdsby to SMUFA Members, "Survey of Faculty Views Regarding Charter Revision," 31 March 1969.

⁵³Dr. MacCormack (History) was among the leading instigators for the Institute of Human Values. For an introduction to his thinking on the benefits of such an Institute, see SMUA, Arts Faculty Council Series (AFCS), AMF 4.14, 1999.23D, Institute – Study of Values + Society, J.R. MacCormack, "History and Human Values." President Labelle was firmly behind the Institute and was one its leading proponents. See SMUA, AFCS, AMF 4.14, 1999.23D, Institute – Study of Values + Society, Labelle to All Members of Faculty, 11 October 1967. In a ten-page letter to the academic community proposing an Inner College for SMU, Father Daniel Fogarty (Academic Vice President) dubbed himself the Institute's "Temporary Baby Sitter;" Fogarty to Faculty, Students and Administration, 31 October 1968. See also SMUA, AFCS, AMF 4.14, 1999.23D, Institute – Study of Values + Society, Fogarty, A Proposed Inner College for Saint Mary's

favour, seventeen opposed, and four abstained. The second question asked if there should be a guarantee of "freedom from the imposition of any religious test on any member of the University community" in the new charter. Of the respondents, fifty-six were in favour of such protection, while two preferred a test and one abstained. The committee included in the mail-out of the results of the survey a compilation of suggestions and alternatives that faculty members wrote in addition to their answers. In it the committee grouped the suggestions under the most appropriate question. For example, in relation to the question requiring a religious test, one faculty member indicated that persons "of certain religious outlooks should not be engaged to teach philosophy or religion courses." One respondent went as far as possible in the other direction and recommended that the name of the university be changed because an institution with a religious name suggests an association with one religion/denomination and was therefore "second rate."⁵⁴

Similar results were found in responses to the final two questions of this first section on the inclusion of a statement guaranteeing academic freedom and freedom from discrimination based upon religion, race, or ethnicity (sexual orientation and gender were conspicuous by their absence⁵⁵). Academic freedom and anti-discrimination as priorities

University.

⁵⁴SMUA, DJWF, 2001.003.1, Series 7-2, Charter – Student Concerns and Proposals, 1968-1969, "A Compilation of Alternatives, Refinements, and Additional Provisions Suggested by Respondents in the 'Survey of Faculty Views Regarding Charter Revision.'" All answers were anonymous, and in the case of more than one faculty member submitting a similar suggestion the subcommittee noted of the number who submitted that suggestion.

⁵⁵The inclusion of sexual orientation into the universities' non-discrimination policies was just beginning during this period, but would become a standard, CAUT-endorsed principle. Gender-based discrimination was long opposed by the CAUT, and it is not unreasonable to suggest that the omission of

for the new charter would be hard to vote against, although three individuals did and two abstained. Voting against these issues did not necessarily mean that those three people believed it was appropriate to ignore or violate academic freedom.⁵⁶ Also, those same individuals most likely did not agree that the university would be right to discriminate. Perhaps the most likely reason for not voting in favour related to the belief that such clauses did not belong in the charter or were unnecessary because of the CAUT and existing legal structures. In essence, their inclusion in the SMU charter would be redundant.

Concern among faculty members was expressed about academic administrators and students in their respective relationships to university governance. Some saw senior academic administrators as having positions without well-defined descriptions or responsibilities. There was general agreement that the President, Academic Vice President, and Deans should have limited terms subject to renewal.⁵⁷ The role of students in the selection and review of senior academic administrators and in the governance of the university by virtue of positions on the BOG/Senate or Governing Council received an average of just fifty-five percent in favour.⁵⁸ With respect to the President and Academic

gender in the survey did not reveal a gender-biased community at SMU but rather a stage in the transition in the academic consciousness of the university toward coeducation, which would include female professors. Listed in the 1968-69 university calendar were eight identifiable women among the faculty.

⁵⁶Merdsoy to SMUFA Members, "Survey of Faculty Views Regarding Charter Revision."

⁵⁷This had not previously been a written policy; indeed, the Archdiocese and the Society of Jesus had agreed to tie the position of President before Father Labelle to the position of Rector of the House. Shook, "Saint Mary's University," 73.

⁵⁸Merdsoy to SMUFA Members, "Survey of Faculty Views Regarding Charter Revision."

Vice President, there was a perceived need to determine faculty attitudes toward reserving them for Jesuits. For the President, the results from this survey were not overwhelming: twenty-two believed he should be a member, while thirty-five believed he should not necessarily be a member. For Academic Vice President only eight of the respondents believed he should be a Jesuit.⁵⁹ Despite the expression of interest in changing some aspects of the terms and conditions of senior academic administrators, there was no commitment to removing any authority from those positions.

The faculty supported the position that Deans should be ex-officio, voting members of the governing academic body. With slightly less support from the faculty, the Librarian should be an ex-officio, voting member of the governing academic body.⁶⁰ The votes against their inclusion arose from several possible philosophical positions on the composition of Senate. The ability for the Senate to operate efficiently was premised upon the total membership remaining small. As the university grew in size, the likelihood of additional faculties and schools would also be required. With more faculties and schools, it would necessarily result in additional senators. Even with a guarantee of additional faculty members due to additional deans, the size of the Senate would continue to grow. The real fear for some faculty members was that the minimum size calculation would be controlled by a mechanism external to the university.

⁵⁹When Father Labelle announced his resignation as President he cited as one of his principal reasons his belief that SMU needed a free hand to select a president to administer the university with its new governing legislation.

⁶⁰Merdsoy to SMUFA Members, "Survey of Faculty Views Regarding Charter Revision."

Despite the concerns raised throughout the process of drafting a new charter, the province brought forward the new *SMU Act* without opposition from the university community. The Act resembled most of the legislation that other provinces had adopted in relation to new universities and other secularized institutions. For the most part, there was nothing that appeared to the faculty to be threatening or to detract from their authority or relationship with the BOG and administrators. The biggest obstacle was the transfer of assets from the Archdiocese to the new corporate entity. Negotiations between the Archdiocese and the BOG was, in essence, a complex real estate transaction. This was the result of both sides recognizing that neither could be seen to be trying to arrange a deal that was excessively favourable to one side or the other. They considered a myriad of issues during the discussion with the Archdiocese.⁶¹ The manner in which the university would obtain the campus and its facilities was difficult because the value of the property and its purpose were difficult to translate into a dollar figure. This mortgage that the university would have to accept was also a consideration because the university was limited in the manner in which it could raise funds or generate additional revenues to meet large obligations such as the ability to borrow money. The restriction on provincial grant monies created the necessity for a payment of some kind to offset previous capital expenditures or new acquisitions.

⁶¹SMUA, BGF, AS, Board of Governors Sub-series (BOGSS), 1999.17A, Board of Governors – General, 1970, Saint Mary's University Meeting With Diocesan Representatives Transfer Of Assets.

Coeducation Slowly Arrives at SMU

In the autumn 1965 one of the most important developments in the history of SMU occurred when Senate began to discuss coeducation. In the past, the education of males and females in Halifax had been divided between SMU and Mt. St. Vincent University (MSVU). Relations between the two universities had not always been smooth, especially on issues that lent themselves to competition. The Archdiocese was acutely aware of this intra-university rivalry, especially when SMU's BOG made decisions that affected MSVU. Both accepted that there was a tendency to ensure that they had exhausted all possible avenues of cooperation before either adopted a competitive position. Coeducation represented a unique opportunity for SMU and MSVU because the political and enrolment pressures to adopt it were growing with each passing year. MSVU was generally content to proceed with an all-female student body, while SMU felt a need to be a viable alternative to Dalhousie for university education in Halifax.⁶² Indeed, university officials had to be cognizant of how their decisions would affect the other institutions. This sentiment was obvious among the Senators at SMU, in particular in relation to MSVU.

Coeducation required the support of all constituent groups on the SMU campus in order to have legitimacy both on and off campus. At the 15 December 1965 meeting of Senate, the Curriculum Committee, with the unanimous support of all the Faculty

⁶²For the introduction of coeducation at Dalhousie in 1881, see P.B. Waite, *The Lives of Dalhousie University: Volume I – 1818-1925, Lord Dalhousie's College* (Montréal: McGill-Queen's University Press, 1994), 130-132.

Councils, recommended coeducation. Senate considered reports from each of the Faculty Councils and from SMUFA. The Science-Engineering Faculty Council's motion read:

That the Science-Engineering Faculty Council adopt the motion of the Curriculum Committee regarding the abolition of the university's discrimination against potential students on the basis of sex and that it approve of their arguments as stated in the motion.

The Commerce Faculty Council's motion was more concise: "That the Commerce Faculty Council is definitely in favour of Saint Mary's adopting a policy of co-education." The Arts Faculty Council adopted five separate motions based upon the request from the Curriculum Committee, all of which passed unanimously. Their language reflected a deep commitment to the future of the university and to the importance of recognizing the entire Catholic community of Halifax. The final motion that it passed stated that "the Arts Faculty Council insists that Catholic parents in the Halifax area must have the opportunity to provide a Catholic co-educational university education for their daughters as well as the separate facilities presently available."⁶³ Carving out a place for Catholic university education was simple for SMU if MSVU maintained its female-only admission's policy. In its report on coeducation, SMUFA posited that coeducation was desirable but recommended "that the university administration in its wisdom consider whether or what special provision should be made for education of women at Saint Mary's University." Support for coeducation is evident in the report that was co-written by D.B. Warner (Engineering), D.J. Weeren, and J.R. MacCormack (History). They suggested, however,

⁶³SMUA, Senate, Minutes, Vol. 1, Minutes of [15th] Meeting of Senate, 15 December 1965.

that "the usual requirements for female education, particularly in areas of counselling [sic], direction, and recreation be made before admitting women." The authors were not clear beyond these statements about what precautions to take in order to successfully integrate females into the university.

At the 15 December meeting of Senate a full discussion of coeducation took place. The minutes, however, appear to reflect the discussion up to the point of accepting that the Senate was the proper place to discuss coeducation. Dean Beazley wondered if it would be in the good taste for Senate to consider the question. The Chairman stated that Senate could and should discuss it. Dalton questioned whether the resolution put forward by the Curriculum Committee should go as a recommendation to the BOG. The Chairman suggested that it might be better not to word the resolution in such a way. Dean Beazley expressed some personal doubts on the benefit of coeducation for Catholics in Halifax. Professor Sabeau made the sole argument that appears in the minutes, suggesting "that the arguments of the Curriculum Committee could be supported with an additional argument and that being that we would not be in competition with the Mount since they are bursting at the seams, as it were."⁶⁴ Perhaps because the subject of coeducation was of such great importance, Cleary recorded how each individual voted on the question. Ten of the twelve Senators voted in favour of the resolution, while two (Dean Beazley and Weeren) abstained. Dean Beazley likely decided to abstain rather than vote nay out of respect for the President. An abstention may have been as negative a vote as he thought proper

⁶⁴*Ibid.*

considering the President had introduced the question in the first place. Weeren's abstention is puzzling as he sat on, and helped in the writing of, SMUFA's brief supporting coeducation at SMU.

SMUFA, the Senate, and the Faculty Councils placed their support behind coeducation with vigor and enthusiasm, even if they tempered it at times. For supporters of coeducation at SMU, it appeared that one last hurdle needed to be cleared, although they doubted that it would be difficult with the President onboard. The BOG, however, took a different view. Archbishop Hayes realized that they must allow for the input of MSVU before SMU undertook any radical change in admissions' policy. The Sisters at MSVU did believe that SMU looked at co-education, first and foremost, in terms of the financial benefits of increased enrollment.⁶⁵ Some at MSVU believed that SMU held its survival as the primary goal; even if MSVU did not survive. Cooperation had been the laudable goal put forward by the Archdiocese, but the two universities could not reach an agreement. Nor was one reached within the Archdiocese itself on the provision of university education for Catholics in Halifax. The delay in SMU's introduction of coeducation at the BOG level was the result of the management of the relationship between SMU and MSVU within the Archdiocese.⁶⁶ More than one year after the Senate at SMU had endorsed coeducation, President Fischer remarked that a committee of the BOG was investigating it and noted

⁶⁵Theresa Corcoran, *Mount Saint Vincent University: A Vision Unfolding, 1873-1988* (Lanham, MD: University Press of America, Inc., 1999), 161.

⁶⁶For an excellent discussion on relations between SMU and MSVU see *Ibid.*, "The Critical Years: The Mount and Saint Mary's, 1963-1968," chapter 7.

that representatives from MSVU would be on campus on 5 March 1967 to hear from interested faculty members.⁶⁷

Entering the discussion on coeducation, the Saint Mary's University Students' Association (SMUSA) put forward its own document that argued strongly in favour of coeducation. Students at SMU had been canvassed for their opinions through a referendum. SMUSA asked students if they supported its endorsement of coeducation. The final tally showed that 720 of 817 voters supported this position. Robert Shaw, President of SMUSA, wrote an impassioned eleven-page brief on the subject. He was keenly aware of the potential adverse reaction from MSVU but argued that there would be no real duplication of programme offerings and therefore no real competition for students. The relationship with MSVU was one of two primary relationships that Shaw highlighted in the SMUSA brief. Relations between SMU and Dalhousie University had always been cordial if sometimes competitive. Dalhousie had a larger enrolment and had been coeducational for several decades. At SMU, coeducation was placed into a subtle context. Shaw reminded the readers of the SMUSA brief that 300-400 Catholic women attended Dalhousie who presumably could or should have been attending SMU.⁶⁸ At MSVU, discussions began to focus on cooperative and student exchange agreements with

⁶⁷SMUA, Senate, Minutes, Vol. 1, Minutes of [27th] Meeting of Senate, 21 February 1967.

⁶⁸SMUA, DJWF, 2001.003.1, Series 7-1, SMU Faculty Association - Including Co-Education, 1964-1969, Robert Shaw (President, SMUSA), "Policy Statement Of Saint Mary's University Student Association," September 1967.

Dalhousie, which would strengthen its position in Halifax to provide university-education to the city's Roman Catholic women.

It was impossible to ignore faculty participation in this period of institutional transformation because the university expected them to accommodate an increase in the number of students. For faculty members, more students meant more faculty members, which would enhance the vibrancy of the university; indeed, a diversified classroom coupled with new faculty members was the infusion of energy and optimism that many in SMU craved. President Labelle believed strongly in coeducation and, as was his style, sought out faculty and student opinions on the issues affecting the university. Following the formal adoption of coeducation by the BOG in the autumn of 1968, Labelle recognized the valuable and amicable relationship he had with SMUFA. This relationship provided the foundation for future positive institutional developments:

I also wish to thank you and the Executive Committee for your kind expression of satisfaction over the outcome of negotiations concerning co-education. I feel that the shackles have been broken and Saint Mary's has an opportunity to forge ahead; and, with our splendid Faculty, I am sure that there is no limit to our possibilities.⁶⁹

⁶⁹SMUFUOF, Correspondence – 68-69, Labelle to Cochrane, 25 October 1968.

SMUFA was equally cordial in its dealings with President Labelle because of his respectful interaction with the faculty.⁷⁰ Few could doubt that Labelle had the best interests of SMU in mind when he made decisions regarding the future of the institution.⁷¹

Nonetheless, coeducation came slowly to SMU due to the tensions that existed within the Archdiocese. At the SMU campus there were also tensions that derived from financial and pedagogical needs. To maintain and support the academic expansion that the university set for itself, increasing student enrolment was an absolute necessity. The possibility of attracting female students was a desirable solution to some of the recruiting problems SMU faced in trying to sustain enrolment growth. The faculty and students rallied behind the university's attempt to adopt a coeducational admissions policy. The BOG and the Archdiocese valued their collective input; indeed, the wholehearted support of faculty and students allowed the President and Archbishop to present a unified argument for making SMU coeducational with or without the participation of MSVU. They made the decision by SMU to adopt coeducation for the 1968-69 academic year possible because of the successful integration and solicitation of the input of faculty members through SMUFA and the Senate. At its 16 September 1968 meeting the BOG reaffirmed the decision to adopt coeducation. The BOG was naturally concerned that the lack of cooperation between the two universities might hurt SMU's relationship with the

⁷⁰SMUFA's response to the interest shown by Father Labelle and Father Fogarty in maintaining membership in the SMUFA is expressed in SMUA, AMF, AFCS, 4.14, 1999.23D, Rowland C. Marshall to Labelle, 18 October 1967.

⁷¹Rev. Henry J. LaBelle, SJ, "The Universities and the Changing Times," *Journal of Education*, Fall (1970), 33-44.

NSUGC. The BOG members, however, appear to have been satisfied that their decision was in keeping with the general mood of the NSUGC.⁷²

Conclusion

The period ending with the enactment of the new *SMU Act* ushered in a new era for SMU that enabled the university to meet the needs and expectations of the community it had been serving for many years. The transfer of authority and ownership from the Jesuits and Archdiocese to the new corporate entity, however, was both joyful and saddening. For faculty members it was a moment to reflect upon the generally positive relationship that they had enjoyed with the administration, the Archdiocese, and the BOG. Although there were incidents and rough patches, none of these groups expected a major transition nor alteration in their relationship under the new legislation; after all, the traditions of SMU could not be swept away overnight and Jesuits would continue in their academic positions. Most believed that the relationship between the faculty and the administration would continue based primarily upon the collegial model. The faculty requested the BOG accept a model built upon guaranteed and respected faculty consultation regarding the governance of the university in all the areas that affected the terms and conditions of employment at SMU. This also included the mundane non-academic areas of concern at SMU. SMUFA

⁷²SMUA, BGF, AS, BOGSS, 1999.17A, Minutes of the Meeting of the Board of Governors of Saint Mary's University, 16 September 1968.

had demonstrated that it was the most representative voice of the faculty and that it could articulate the position of its members to the university's administration.

Ushering in the new era was an uncertain period of transition as the new BOG began the process of hiring a new president in the wake of Father LaBelle's resignation. Optimism, however, still existed as the university built its future upon the solid foundation that was put in place under the Jesuits. SMUFA was cautiously optimistic that its place in the university would continue to be valued and that the BOG would still seek its opinion on behalf of the faculty. The uncertainty of the future represented a chance for a rebirth as well. While most faculty members believed that the future of university education in the province was a high priority, there was a recognition that the provincial government was an unpredictable entity and that the university's future should not be taken for granted. Despite the trepidation within the SMU community, the students, faculty, and administration looked to the new era as one in which SMU would continue to provide a first-rate university education.

Chapter Two: The Faculty at Saint Mary's University, 1970-73

Introduction

The year 1970 was pivotal for Saint Mary's University (SMU) for many reasons. New personalities were present as the university was officially secularized under an amended piece of legislation.¹ In the spirit of transformation, President Henry LaBelle announced his resignation, reasoning that a modern, secular SMU needed a new president to lead it into the future.² Indeed, a better future was something that faculty and students were actively working toward using a variety of organizational and activist approaches. Discussion of new buildings and an ongoing feasibility study for a Dartmouth Campus underpinned the optimism that permeated the university. The SMU community paraded a new, progressive vision for the future. Professors agreed with the Act's reference to the ongoing commitment of the university "to give special emphasis to the Christian tradition

¹In 1970, the Nova Scotia Legislature passed Bill 102, "An Act to Amend and Consolidate the Acts Relating to Saint Mary's University" (hereafter SMU Act), which expanded the size of the Board of Governors (BOG), continued the tradition of the Archbishop of Halifax as Chancellor, and in section 2 (a) states that "academic staff" means those persons employed by the University to carry out teaching or research responsibilities or both, and such other employees of the University as may be given academic status by the by-laws, but does not include students employed as teaching or research assistants or others. The "University" was defined in section 4 (1) as the "Board and officers of the University," which establishes the employer-employee relationship.

²LaBelle would have been able to finish a fixed term as President. Prior to the new Act, the Rector of the Jesuits in Halifax was also the President of SMU. St. Mary's University Archives (SMUA), 1999.21, Angela Baker, Interview with Edmund Morris, 9 July 1993; Jeff Lipton, transcription, 13 February 2000; and Summer Research Interviews, 30; Edmund Morris."

and values in higher education."³ Despite secularization, the character of the institution was not altered radically.

Still, SMU did undergo several important transformations during the 1970s, and most of the groundwork for them was laid in 1970. Professors had expectations and experiences with the terms and conditions of their employment, even if most did not see themselves as employees. From at least 1961 professors at SMU understood their place within the university through a newly promulgated *Faculty Manual*.⁴ This document was altered over the decade to reflect the changing attitudes of both administrators and professors. The second *Manual* was less contentious in its revisions than the third, which was drafted in the early 1970s. Much had changed over the years as the faculty began to look seriously at the future of the university and at their interactions with administrators. Their interests included the new faculty members that the university would hire as the university continued to grow. Some potential faculty members were encouraged by the *Manual*, but for some the document raised additional questions. For both new and old faculty members alike, the issues of rights and responsibilities became a pressing topic in the early 1970s.

³Under the new legislation professors no longer faced a religious test. SMU Act, sections 5 (b) and 4 (2). For a complete synopsis of the views of the faculty, see SMUA, Donald J. Weeren Fonds (DJWF), Saint Mary's University Faculty Association Fonds (SMUFAF), 2001.003.1, Series 7-2, Charter - Student Concerns and Proposals, 1968-1969, Urban S. Merdsoy (SMUFA President) to SMUFA members, 31 March 1969.

⁴SMUA, Arthur Monahan Fonds (AMF), Faculty Association Series (FAS) 1999.23D, Series 4-6, SMU Faculty Manual - 3rd Edition. Approved Sen + A.F., C.J. Fischer, Saint Mary's University Faculty Manual, Part I, Section II.

Beginning the New SMU: Hiring a President

While in general terms, the BOG appreciated the timing of President LaBelle's resignation, in some ways it was inconvenient, especially since the provincial legislature was changing the composition of the governing board. Their ability to hire a new president was an opportunity for the new board. The process, however, did not get off to a smooth start when the composition of the search committee was criticized by some BOG members. While the issue of how to hire a new president was debated, there was a need for someone to fill the position on an interim basis. Edmund Morris did so without considering the possibility of applying for the position permanently and in order to give SMU the time it needed to search for a new president. The university would give the new president time to negotiate terms and conditions as well as a start date acceptable to both the candidate and SMU. The need for such a "period of grace" would have been unnecessary had the BOG hired a candidate from within the ranks of its faculty.

Morris came to SMU from the federal Progressive Conservative Party in 1963 when he decided not to seek reelection as the MP for Halifax.⁵ His initial appointment at SMU was as assistant to President C.J. Fischer, SJ; in 1969 he became Vice-President Finance and Development.⁶ When he became Interim President Morris acknowledged that

⁵Morris later became Mayor of Halifax (1974-1980) and a member of the Nova Scotia legislature for the riding of Halifax-Needham; he would also serve as Minister of Intergovernmental Affairs, Municipal Affairs, Fisheries, and Social Services. In 1986 SMU recognized Morris with an honorary doctorate. "Edmund Morris: 1924-2003," *The Saint Mary's University Times*, 34, 1 (April 2003).

⁶Saint Mary's University Faculty Union Office Files (SMUFUOF), Correspondence, 1969-1970, Labelle to Faculty and Administrative Staff, 11 December 1969.

as a non-academic he was not qualified for the position of President.⁷ His time as interim president was not easy, for it was during his tenure that the process of revising the *Faculty Manual* began. Moreover, the BOG began writing bylaws on faculty hiring and the appointment of Deans, Vice-presidents, and the President.⁸

With Morris installed as Interim President, the search began for a new President. The process through which the new BOG would seek out its new President was somewhat contentious. Some on the BOG had strong views about not only the procedure but also the ecclesiastical prerequisites for the office. A community BOG member, J. Phillip Vaughan, expressed his concern that the BOG had not fully considered the ramifications and therefore did not fully appreciate the consequences of having a non-Jesuit as President. Indeed, he felt that Father LaBelle should not even continue academic work in Nova Scotia following his departure from SMU for fear of competing with the new President.⁹ He was not the only individual to be concerned about a search committee that the BOG did not dominate. The Saint Mary's University Faculty Association (SMUFA) was also concerned about the proposed composition of the search committee, although it expressed satisfaction

⁷Baker, Interview with Morris.

⁸Morris sought faculty input for the revisions to the BOG's By-Law 4. See SMUA, AMF, FAS, 1999.23D, Series 4-6, SMU Faculty Manual – 3rd Edition. Approved Sen + A.F., Appointment and Tenure of Faculty Members, Edmund Morris to All Members of Faculty, 14 June 1971.

⁹SMUA, Burke-Gaffney Fonds (BJF), Academic Series (AS), Board of Governors Sub-Series (BOGSS), 1999.17A, Board of Governors – General, 1970, J. Philip Vaughan to Archbishop James M. Hayes (BOG Chair), 21 January 1970.

that the reconstituted BOG would do the actual hiring of the new president.¹⁰ Their approbation of the new BOG offset their perceived under-representation on the search committee itself. The Saint Mary's University Students' Representative Council (SRC) also expressed dissatisfaction with under-representation on the committee. SRC President Michael de Verteuil represented their position poignantly:

After some discussion, we feel that the representation on this committee of both faculty and students should be increased. These sectors of the university community are those that will be the most closely affected and as such should have a relatively larger voice in the selection than other sectors of the university community.¹¹

It was common practice for the SRC to couch its concerns alongside those of the faculty. When the final search committee was formed, all members were also members of the BOG; the faculty and students selected their representatives from among their BOG members.

When the search for a new President began in earnest in the summer of 1970, it did so amidst an undercurrent of dissent within the SMU academic community. Some faculty members debated the wisdom of hiring a President from outside the SMU academic community since they believed that there were qualified internal candidates, particularly at the decanal and chair levels. On the other hand, some thought that a candidate with administrative experience at an already secular university would be preferable.

¹⁰SMUFUOF, Correspondence, 1969-1970, Merdsoy to James M. Hayes, 2, 3 and 25 February 1970; and Hayes to Merdsoy, 3 February 1970.

¹¹SMUFUOF, Correspondence, 1969-1970, Michael de Verteuil to James M. Hayes, 12 February 1970.

The BOG received approximately 150 applications from interested individuals.¹² After sifting through the applications, two individuals were short listed: Dr. Arthur P. Monahan (SMU professor, former Chair of the Department of Philosophy, and BOG member representing faculty) and Dr. D. Owen Carrigan (Dean of Arts, King's College, University of Western Ontario).¹³ Both candidates received thorough interviews lasting nearly an hour each with the full BOG on 12 August 1970. When the ballots were counted after the 2 September deadline, "a clear majority was found for Dr. Owen Carrigan." The BOG, however, refused to consider a motion to publish the results of the voting.¹⁴

The Search Committee resolved itself into a negotiating committee to iron out the terms of Carrigan's contract. This new committee consisted of the Chancellor, the Most Reverend James M. Hayes and Mr. Laurence Hayes. The committee secured Carrigan, who accepted a three-year term as President to commence on 1 July 1971. With Morris serving as Interim President, most believed that the delayed appointment would not be a problem for SMU.¹⁵ The committee and the BOG were comfortable with the hiring and

¹²The Search Committee of the BOG advertised in several publications, including *The New York Times*, SMUA, AMF, Board of Governors Series (BOGS), 3.1, 1999.23C, Full Board, 1970-73, Minutes, 3 August 1970.

¹³A third candidate had been identified but for personal reasons withdrew. BOG members were assured that the withdrawal could not be revoked. Members were also informed that the next best candidate was considered but that the references did not pass muster. Due to time constraints there was no further consideration of formally interviewing a third candidate. SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-73, Special Meeting Minutes, 12 August 1970.

¹⁴SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-73, Minutes, 9 September 1970.

¹⁵*Ibid.* The issue of Carrigan's contract would become quite important at the end of his initial three-year period when it became a one-year, renewable appointment.

were pleased that Carrigan planned to review university papers and documents while in London. He assured them that he would be available for consultation until his appointment commenced in July.

With a new President hired, the university community began to shift its focus to the future. Dr. Gordon, the President of SMUFA, wrote to Carrigan to congratulate him on his new position and to assure him that the faculty was looking forward to his arrival.¹⁶ The faculty was not the only group pleased with Carrigan's appointment. The *Chronicle Herald* ran a story and an editorial in which it proclaimed that "[w]hile the choice of some layman does not imply that clergymen no longer are adequate to the task of university administration, it does emphasize anew the changing image which St. Mary's is offering to the constituency."¹⁷

Arthur Monahan took it upon himself to present a written opposition to the BOG's acceptance of the Committee's report. He couched his opposition in the best traditions of the university. His three-page, written objection was presented at the 9 September BOG meeting. He focussed primarily on the long delay between the hiring and Carrigan's assumption of office. Monahan related the problems of a "caretaker president" to the current state of SMU and Canadian universities in general, all of which, in his view, had "problems and are in trouble." Monahan also claimed that it was unusual and embarrassing

¹⁶SMUFUOF, General Correspondence, 70-71, G. Gordon to D. Owen Carrigan, 24 September 1970.

¹⁷"SMU Appoints New President," *Chronicle Herald*, 18 September 1970; and "New President," *Chronicle Herald*, 21 September 1970.

for SMU to be only one of two universities in Canada to have an Interim President; the other one, Laurentian University in Sudbury (Stanley G. Mullins), had no choice, since its President had been forced to resign by the faculty.¹⁸ There were two other important strands to Monahan's objections. The first was that the Search Committee had in fact ranked him above Carrigan, but the BOG decided to ignore this recommendation. The second was found in a semi-prophetic warning that Monahan issued to the BOG:

Let me not be misunderstood. I am neither predicting trouble as inevitable; nor am I offering any guarantee of its avoidance. What I am saying is that the odds of trouble coming are increased by either tolerating or providing circumstances which encourage it.¹⁹

During the meeting at which Monahan presented his objections, there was a thorough discussion on the issue of availability. Monahan and the SMUFA President repeatedly asked whether the BOG members who were not at the interview if they were aware that Carrigan would be unavailable until the following July. The objections, however, faded away quietly at the BOG.

When Carrigan began his term, he faced several large tasks that would require his full attention and skill. SMU was in the planning stages for a campus in Dartmouth. In addition, students were challenging the arcane rules governing visitation hours in residences. Finally, the SMU community wanted to prove that the university valued both teaching and research as the pillars of the modern university. Carrigan brought with him

¹⁸SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-73, Minutes, 9 September 1970.

¹⁹*Ibid.*

some preconceived notions that he wanted to foster during his tenure. While the vision he enunciated during his BOG interview is not available, it is clear that he committed himself to increasing the academic qualifications of faculty members. He linked the possession of a doctorate with increasing the research profile and prestige of SMU.

The BOG expected that the new President would make changes that would have both immediate and long-term benefits. In a presentation to the Saint Mary's University Alumni Association on 8 December 1970, Carrigan made several comments regarding the status and future of the university that raised the ire of several members of the university community.²⁰ At the 16 December 1970 meeting of Senate, Professor. O.P. Cormier "made reference to Carrigan's speech to the Alumni and to its effect on members of the Academic Community. Mr. Cormier suggested that the Chair communicate the Senate's concern to Dr. Carrigan."²¹ No indication of what Morris did to follow up on Cormier's request can be found in the Senate minutes. At the 16 December 1970 meeting of the BOG, a student Governor, Francis Abbott, moved that "the Board express its surprise to Dr. D. Owen Carrigan for certain remarks in his address of December 8, 1970 to the Saint Mary's University Alumni Association." Monahan wrote on his copy of the minutes what appears to be an amendment to the motion to request Carrigan to explain his comments. The motion was soundly defeated by a vote of 19-4, with one abstention. It is not

²⁰Unfortunately no copy of the speech or verbatim accounts are available; however, individuals and other sources point to the content and nature of the speech.

²¹SMUA, Senate, Minutes, Vol. 5 (9 December 1970-15 July 1971), Minutes of the 106th Meeting, 16 December 1970.

surprising to see such a motion at a BOG meeting. Following the debate and defeat of Abbott's motion, Laurence Hayes moved, seconded the BOG's Vice-chair, Monsignor Colin Campbell, "that the previous motion be expunged from the Minutes." This motion was narrowly defeated by a vote of seven for, nine against, and seven abstentions.²² The chaos caused by Carrigan's Alumni dinner speech died rather quickly and no mention of it was found again until the following December.

Carrigan commenced his presidency as scheduled in July 1971, although there was only a regular welcoming remark recorded in his first meeting of the Senate: "Dean Beazely welcomed Dr. Carrigan to Senate."²³ There was no mention at the BOG meetings immediately preceding or following the commencement of his term. Indeed, the only indication that there was a new President is found in a motion by Monahan to award Edmund Morris the difference in salary between President and Vice-President Finance and Development (\$5,000) in recognition of his services; the BOG passed this after some discussion.²⁴ From a ceremonial perspective, Carrigan did not officially become President of SMU until he entered Convocation on 7 October 1971, when the Archbishop of Halifax and the Chancellor of the university celebrated the installation mass for Carrigan.²⁵

²²SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-73, Minutes, 16 December 1970.

²³SMUA, Senate, Minutes, Vol. 5, Minutes of the 118th Meeting of the Senate, 15 July 1971.

²⁴SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-73, Minutes, 9 June 1971, appendix A.

²⁵SMUA, Board of Governors Fonds (BOGF), 1999.26, "Installation Convocation" and "The Mass of the Holy Spirit."

Non-Renewal of Contracts

Contractual positions at SMU were an accepted fact of academic life, as they were at most Canadian universities in this period. Departments and faculties that had declining, increasing, or fluctuating enrolments often used contractual instructors to teach before making longer-term commitments. Senate had given its assent for the third edition of the *Faculty Manual*, and various departments and faculties had begun using it as a working document for internal operations. The BOG, however, had not ratified it, although it refrained from overturning decisions made by departments.²⁶ Indeed, the BOG began planning its own set of bylaws to govern the operation of the university, which would include contracts, appointments, and tenure, among other issues. SMUFA took an active role in coordinating the proposals that went back and forth between it and the BOG. The CAUT also scrutinized proposals when possible in hopes of preserving the tradition of collegial academic governance. SMUFA executive members consistently argued that the faculty must ratify any bylaw in order for it to be truly effective.

The problem of the non-renewal of contracts at SMU had flared even before Carrigan's installation. In the Winter of 1969 the Department of History made a controversial decision to recommend to President LaBelle the non-renewal of Dr. Keith Sutherland's limited term contract.²⁷ The debate that surrounded Sutherland was largely

²⁶SMUFUOF, SMUFA Executive Council, Promotion-Renewal-By-Laws-3-72-73, "Information," 19 December 1972.

²⁷For a synopsis of the non-renewal, see Mike Smith, "History Prof. Fired or it's the old 'chop the good ones' trick," *The Journal*, 17 February 1969.

about his controversial personality, due process and reasonable procedures, and the reconciliation of departmental autonomy with faculty-wide standards. The debate pitted factions of the university against each other. Students had found Sutherland to be more than just an acceptable professor and rallied to his cause. Equally important, the case of Sutherland revealed a great deal about the uncertainty that professors at SMU felt about their futures. This was especially pertinent with respect to academic freedom, tenure, the *Faculty Manual*, and the power of SMUFA to resolve internal problems. The process put in place to investigate the decision of non-renewal received mixed reviews from those affected by it. The investigators had difficulty reconciling two interrelated points of academic process: departmental autonomy and Presidential authority. In this instance the question was whether the President would overrule the department, compelling it to accept a professor who they had decided was unacceptable.

On 13 January 1969, a committee of four tenured members of the Department of History convened a meeting to decide on the renewal of Sutherland's contract for the upcoming academic year. Department Chair Dr. John MacCormack, Professor E.A. Chard, Dr. Stanislaw Bobr-Tylingo, and Dr. Robert Bollini formed the committee with MacCormack as Chair. Two competing views emerged in the report. Sutherland alleged that it was a personality conflict that led to the non-renewal of his contract. Bobr-Tylingo supported this in a front-page story in *The Journal*, alleging that Sutherland had been

critical of MacCormack's administration.²⁸ The author of the article, Mike Smith, alleged that the department had concerns about how the dismissal might affect the newly instituted graduate programme.²⁹ Most of the department's graduate students opposed the dismissal and stressed the existence of an unfriendly environment and intimidation in the department. The undergraduate student response was important because it was done in a peaceful manner rather than a confrontational manner: a petition written by undergraduate Larry Ward was circulated and collected more than two hundred signatures in support of Sutherland. No graduate students, however, signed the petition out of fear of repercussions. One history graduate student, however, partially refuted these charges when they collectively decided not to make formal comments on the issue of Sutherland's non-renewal.³⁰

To determine the events and motivations surrounding the non-renewal of Sutherland, it is necessary to piece together the chronology. Unfortunately, however, the historical record is incomplete. President LaBelle set up a committee to investigate the situation in the department with an eye toward an internal and peaceful resolution. The Presidential committee reported to LaBelle twice. Its first report referred to faculty morale,

²⁸*Ibid.* This story received the headline while the article on the violent end to the student occupation at Sir George Williams University in Montreal was demoted to the second story on the front page.

²⁹Nothing specific was alluded to by Smith in the article relating to a possible negative affect that Sutherland's dismissal would have on the graduate programme. Reference was made to a possible consequence: failing a graduate course could prevent that student from repeating the course at any other university.

³⁰J.P. Milligan, "Letter to the Editor," *The Journal*, 28 February 1969. Milligan, however, did not refute the central point of the earlier story but merely objected to the style of writing which suggested that the words used by the author were the words spoken by graduate students.

negative publicity, and ill-feelings among students and faculty if the department did not renew Sutherland. The second report suggested that the History Department should handle the Sutherland Case internally. From the evidence it compiled, the committee concluded that Sutherland's case should have been handled better. Sutherland had apologized for the disruption this disagreement had caused and pledged to work as hard as possible to ensure the future health and success of the department. However, there was no consensus on what the terms of reference were for the presidential committee.³¹ The record available on Sutherland's case is adequate until the end of the academic year, but records indicating the precise settlement are unavailable.³² An end to the dispute took place sometime over the summer, when students were away from campus. There is no extant record following the summer of 1969 to indicate the eventual fate of Sutherland, except that he was no longer employed at SMU.³³ No report or communication from the University exists in the extant record to officially explain the end of this confrontation.

Sutherland was not the only SMU faculty member to suffer this fate. Explanations regarding the non-renewal of contracts was an area addressed in the third edition of the *Faculty Manual*. For those faculty who had previously received notice of non-renewal, it

³¹ SMUA, DJWF, 2001.003.1, Series 7-1, SMUFA – Including Education – 1964-1969., SMUFA, Minutes, 3 April 1969.

³²For additional information on the Sutherland Case, see SMUA, DJWF, 2001.003.1, Series 7-1, SMUFA – Including Education – 1964-1969, SMUFA, Minutes, 9 and 24 April 1969; and SMUA, Senate, Minutes, Minutes of the 68th Meeting, 12 February 1969; Minutes of the 69th Meeting, 19 February 1969; and Minutes of the 72nd Meeting, 26 March 1969.

³³SMUFUOF, List of Faculty Members, 1969-70; "Faculty Association Membership, 1970-1971;" and "Saint Mary's Faculty Association Members, 1971-1972."

was common for the Academic Vice President to provide a written explanation. Some of these non-renewals may have been justified on the grounds that the faculty member had failed to carry out their duties and responsibilities. One member of the faculty, for example, was not renewed because of "excessive absenteeism with regard to lectures."³⁴ It would have been difficult for SMUFA or CAUT to contest these grounds for non-renewal.

The content of a faculty member's contract with the university suggests a great deal about the expectations of the administration toward the faculty member in question. Standard contracts before the unionization of faculty members at SMU were desirable, but the administration did not view the standardization of contractual language as necessary; indeed, they wrote flexibility into contracts to retain control. Expectations surrounding the long-term employment of faculty members on one-year contracts suggest a model of employment that rewarded loyalty and sacrifice for the greater good of the university. When the university was forced to make decisions about faculty levels for financial reasons, however, these loyal soldiers were among the first to go. The per course instructors were usually the first to disappear, followed by faculty members who were on one-, two-, or three-year contracts. These individuals had a more solid footing in relation to long-term employment. The distinction between the one-year contract category and the two- and three-year contract categories of employment at SMU would come to the surface in the following academic year with Carrigan's first large-scale, pan-university confrontation with the faculty.

³⁴Library and Archives Canada (LAC), Marie-Claire Pommeze Fonds (MCPF), MG31-B25, vols. 1-14, G.W. Tait to Mrs. J. Tarlo, 9 December 1969.

Individuals would take it upon themselves to avail of procedures laid down in the *Faculty Manual* to acquire redress for their grievances. A normal first step in this process was to ask the Academic Vice-President for a written explanation for the non-renewal of their contract. Mrs. Tulin Baydar received a letter of non-renewal from the President and took the opportunity to write to Father Tait for an explanation.³⁵ Mrs. Baydar received a response from Father Tait regarding her non-renewal that indicated two important trends. Father Tait's letter indicated that Mrs. Baydar was not fully qualified for the position and that her hiring was done at the eleventh hour and not intended to be a long-term solution. Mrs. Baydar found herself in an academic position that SMU wanted to fill with an individual who held a doctorate; indeed, the President wanted the university to be completely staffed by professors with earned doctorates to bolster its academic reputation and research profile. Father Tait's final word on the subject bears repetition: "To have a position in the Department already filled by a Masters degree in Education was considered inadvisable, especially in a young department."³⁶ Mrs. Baydar, by implication, was an individual whom SMU normally would not have hired. The trend toward faculty members with doctorates and their natural proclivity for research was a trend that SMU believed was essential. The hiring of Carrigan solidified SMU's position on this issue.

In early November 1971 a battle emerged over the very thorny issue of renewing contracts for academic staff. Some departments at the university normally relied upon one-

³⁵ Appeals regarding purely academic matters normally would be discussed by the appropriate Senate committee before discussion and debate at a full meeting of the Senate.

³⁶ LAC, MCPF, MG31-B25, vols. 1-14, Tait to Mrs. Tulin Baydar, 5 December 1969.

year contractual positions to maintain their course offerings. This was particularly true during the pre-1970 years when Jesuit appointments were not necessarily the equivalent of a tenured or tenure-track professorial appointment because the order could transfer a Jesuit professor to another posting. Faculty members across the country had long advocated for protection against non-renewal of contracts in their various forms.³⁷ They were concerned that university officials would invoke an undocumented financial exigency when they dismissed faculty members or failed to renew contracts without giving reasons. In the 1970s professors across North America worried a great deal about the financial state of their universities. They were concerned with the ability of their administrators to prepare budgets beyond one year at a time. The uncertainty among the faculty in relation to their future employment status caused many to seek the assistance of faculty associations to protect their positions.

At SMU, however, the decision not to renew the contracts of fourteen faculty members had long-term ramifications. Mistrust between faculty and administration came to the surface during this exchange, and much of that mistrust would linger throughout Carrigan's term in office. Carrigan's position on providing reasons for non-renewal of contracts did not always meet faculty members' expectations. In the Autumn of 1971, Mr. Waida in the Department of Religious Studies received a letter of non-renewal. The rationale for Waida's non-renewal consisted of two interrelated reasons: overstaffing and economic problems in the department. As Carrigan explained succinctly, "for economic

³⁷See David M. Cameron, *More Than An Academic Question: Universities, Government, and Public Policy in Canada* (Halifax: The Institute for Research on Public Policy, 1991), 359-61.

reasons, you will not be offered a contract for the academic year 1972-73."³⁸ Faculty members had reasonable expectations that the university would follow due process in dealing with non-renewal for financial reasons. Waida had been a member of the Department of Religious Studies for three years when he received this letter.³⁹

During the autumn of 1971, however, a reluctant administration reached a deal with SMUFA on how to settle the issue of non-renewal in the upcoming year. SMUFA President Gordon wrote to Carrigan to demand clarification on the four areas of contractual appointments that SMUFA believed remained inconsistent and argued for the need to implement "academic due process."⁴⁰ Faculty members at SMU were uncertain which procedures, if any, were binding upon the university. The first group that Gordon singled out was those appointments that the university did not renew for budgetary reasons. The second comprised professors whom the university did not renew for 1972-73 that were on probationary appointments or who were entitled to consideration for tenure. The third included faculty members on regular probationary appointments. The final group was composed of individuals who were beyond the normal retirement age. A related issue that cut across all these groups affected individuals appealing a non-renewal decision to a

³⁸LAC, MCPF, MG31-B25, vols. 1-14, Carrigan to Manabu Waida, 28 October 1971.

³⁹Acknowledging here that the administration had a history of responding to requests for explanations of non-renewal is important for later events.

⁴⁰SMUA, DJWF 2001.003.1, Series 7-3, Faculty Manual - 1969-1971, Gordon to Carrigan, 5 November 1971.

grievance committee. Many of Gordon's recommendations were based upon procedures laid out in the *Faculty Manual*.⁴¹

Carrigan met with the Academic Vice President and Deans to discuss how to deal with the requests laid out by SMUFA. His response was revealing and would prove to some faculty members that the *Faculty Manual* had force within the university and that the administration respected its content. Carrigan explained that a renewals committee would be formed in accordance with the *Faculty Manual* requirements to deal with the "non-renewals of faculty members on regular probationary appointments." Additionally, the non-renewal of faculty members in Religious Studies for monetary reasons would be taken to the Senate for consideration.⁴² In the absence of a BOG bylaw, faculty members could well believe that the *Faculty Manual* existed as an operational document.

As the dust settled in the autumn of 1971 on the issue of contract renewals for faculty members, some had an uneasy feeling about the administrative calm imposed by the settlement. The agreement between SMUFA and the administration did not have a long-term feel to it. The ability of the BOG to promulgate a bylaw to cover contract renewal could be accomplished easily, if the BOG were inclined to do so. Faculty members could not count on the *Faculty Manual*'s existence as an operating and legally-binding manual. For SMUFA, the reason the validity of the *Faculty Manual* was in question came from the mixed messages they received from Carrigan and the BOG. At

⁴¹*Ibid.*

⁴²SMUFUOF, Correspondence - Minutes - 71-72, D. Owen Carrigan to Dr. G. Gordon, 21 March 1972.

times the *Faculty Manual* appeared to reflect operating policy, while at others the university denied this. As well, questions began to surface about the content of contracts and the provisions in them that allowed the administration great latitude to refuse to renew a contract. In some contracts the university included a stipulation requiring the completion of the doctorate before contract renewal.⁴³

While the content of contracts was a priority for SMUFA, so too were the bylaws passed by the BOG to govern the university. These bylaws did not require faculty ratification, although the BOG did send proposed bylaws to the faculty for comment through the Senate, Assembly of Faculty, and SMUFA. Neither of these groups were constituted with the authority to ratify bylaws, nor did the BOG's own policies require this step. Under the *SMU Act*, the BOG understood its authority to preside over any and all aspects of university governance not specifically assigned to another body. Indeed, the issue that was most contentious in this area was the still unresolved question of the legally-binding nature of the *Faculty Manual*. SMUFA led the way in this debate, as neither the Senate nor the Assembly of the Faculty had been involved in this area in the past.⁴⁴

⁴³The provision for doctorate completion was not unique to SMU but was a common practice across the country. For SMU and MSU, see Walter Buckle, "No Faculty Cuts Expected," *The Journal*, 14 February 1973.

⁴⁴The Assembly of the Faculty's Constitution indicated that referenda would be held on the legality of the *Faculty Manual*, appointment procedures for academic administrators at the decanal level up, and on the process for electing faculty members to the BOG and the Senate. Only moral persuasion could be derived from the first two referenda because no other university body's decisions or recommendations could be binding upon the BOG.

The Trouble With Bylaws

Bylaw IV was the most important of all the bylaws considered by the BOG during its deliberations on the operations of the university. Any procedure that dealt directly with appointments, tenure, and promotion was extremely important to faculty members. This was due to the entrenched right of professors to exercise control through the peer review process. The SMUFA general meeting on 9 March 1972 passed a detailed motion that outlined the willingness of SMUFA to negotiate on behalf of its members on all matters of employment at SMU, including any new bylaws. Also, the motion reaffirmed that any agreement reached through negotiation would be brought to the general membership for approval. The motion concluded with a directive to the Executive to invite a CAUT investigative committee should the BOG not approve of these measures at its meeting later that day.⁴⁵ At its scheduled meeting the BOG was to consider revised proposals for the appointment and tenure of faculty members.⁴⁶

March 1972 marked an important month for SMUFA in its battle with the administration over contractual appointments, terms and conditions of employment, and the traditional rights and responsibilities of the faculty in the operation of the university. The BOG, however, could prevent the CAUT investigation if it agreed to the faculty's demand for recognition of its ratification process for proposed bylaws.⁴⁷ A desire to

⁴⁵SMUA, DJWF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, Faculty Association General Meeting, 9 March 1972.

⁴⁶SMUA, AMF, BOGS, 3.8, 1999.23C, SMU – Board Of Governors – September 1971-August 1972, Tait to Members of the Board of Governors, 7 March 1972.

⁴⁷General Meeting, Minutes, 9 March 1972.

prevent an internal dispute from becoming a national issue, the BOG agreed to discuss the impasse further. Executive members of SMUFA, however, were concerned about the proposed bylaw in relation to established practices across the country and in particular the bylaw's deviations from the CAUT model clause. CAUT General Secretary Berland visited SMU in March 1972 to meet with the faculty, SMUFA, and members of the BOG. During a meeting with the BOG, Berland and Gordon learnt that the BOG did not want to formally negotiate with the faculty to resolve these issues.⁴⁸ On March 25 the BOG decided to hold an open meeting with the faculty to discuss its "By-law 4 on 'Tenure.'"⁴⁹ Faculty members welcomed this open consultation because the BOG included with its invitation a copy of its proposed bylaw. This open meeting produced enough recommendations and good will to allow the BOG to pass its bylaw with a motion from Monahan thanking the bylaw committee, which passed unanimously.⁵⁰

Carrigan's warm reception in the autumn of 1971 had quickly evaporated in less than six months. The fallout from the Alumni speech the year before had not yet settled completely, which was coupled with the difficulties surrounding the non-renewal of contracts. Faculty members believed that the new President had not retreated from the positions he advocated during his speech. At the 2 December 1971 meeting of SMUFA, President Crowther reported to the membership:

⁴⁸SMUFUOF, Tenure By Laws, Gordon to Faculty, 22 March 1972.

⁴⁹SMUFUOF, By-Law VI-V-Amended-December 11 1972, A.E. Hayes, Open Invitation to All Faculty Members, 21 March 1972.

⁵⁰SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-73, Minutes, 6 April 1972.

Dr. Carrigan had spoken of appalling inefficiency in Canadian Universities and the possibility of governmental take-over. We read of untold abuses resulting from academic freedom and further, that the university authority was formerly invested in the administration, but now, decentralised authority had left the university administration powerless. The power of committees, he went on to say, creates a system, open to widespread abuse and breakdown of the decision making process. ...These heavy observations upon a tender subject, were followed later by the remark that in some cases student power has been manipulated by faculty members to achieve faculty aims contrary to the students' best interests.⁵¹

Crowther also claimed that Carrigan's positions were not consistent with what the faculty had been accustomed. Indeed, Crowther suggested that "Dr. Carrigan is more amenable to the tactics of force than the policy of moderation."⁵² Crowther's report suggests that he believed firmly in the primacy of collegiality, the benefits of unanimous agreements, and the absolute necessity to maintain a united front within SMUFA in its relationship with Carrigan.

When Carrigan implied the university had professorial issues, the faculty felt an implied threat of radical change to their university. SMUFA considered two previously unheard of tactics for dealing with a university president that reveal the depth of the negative impact caused by Carrigan in his dealings with the faculty. The new tactics arose in response to the president's actions, and must be considered as responses to stimuli that professors could not control. They grounded their desire to exercise control over the university in their belief in the collegial role of the faculty in the governance and operation

⁵¹LAC, Canadian Association of University Teachers Fonds (CAUTF), Central, Local and Provincial Offices: Miscellaneous Files (CLPOMF), MG28-I208, volume 202, Roger Crowther to Members of the Faculty Association, 2 December 1971.

⁵²*Ibid.*

of the modern university. The SMUFA general meeting of 2 December 1971 covered an enormous amount of terrain. Faculty members attending discussed motions that spoke directly to the deteriorating confidence some had with Carrigan's presidency. A motion from Dr. Ansell (Philosophy) stated: "That the Executive of the Faculty Association should convey to the media and to the Board that the Association has no confidence in the President." Gordon (Chair of the meeting) upheld an objection from Professor Bollini (History) that the motion was out of order. There is no indication in the minutes on what the objection was based. With this motion off the floor, Dr. Harrison (English) made a formal motion, seconded by Ansell, that read: "That the Saint Mary's University Faculty Association has no confidence in the Presidency of Dr. D.O. Carrigan." Following this motion it is impossible to ascertain what discussion took place, as the next lines in the minutes read that Crowther and Professor Dockrill (Education) moved to table the motion, which passed unanimously.⁵³ Even before the motions, however, a submission from the Department of Sociology was read into the record in which the Department stated its objections to the current academic environment:

It is impossible to administer any department efficiently and effectively when a President makes a public statement about policy one day, refutes it another day in writing, rescinds his refutation the next day, and so on. All of these permutations and aberrations were put forth without any explanation. It is this department's opinion that the executive function located in the President of ANY organization cannot be permitted to operate in an arbitrary manner. The Sociology Department would like to

⁵³LAC, CAUTF, CLPOMF, MG28-1208, 202, SMUFA, Minutes, 2 December 1971. The minutes do not indicate when the Crowther/Dockrill tabling motion was meant to be lifted for further discussion.

know if there is any educational philosophy informing the President's activities or are they merely the result of personal whim?⁵⁴

The sociologists concluded by suggesting that a President who fit the above description should not enjoy the confidence of those serving under him.

In less than one week, however, much transpired at SMU to momentarily quell the faculty's grievances. A meeting between the SMUFA executive, Carrigan, and members of the BOG was held on 9 December. This meeting led to the appointment of committees to discuss outstanding faculty issues: a tenure and appointment bylaw, a process for dealing with some of the non-renewal situations, and the primacy of consultations with the constituencies that the university's decisions affected. The 13 December meeting of SMUFA appears to have settled many issues. The general membership endorsed the Executive's positions during its meetings with Carrigan and Mr. Hayes. Ansell, however, moved a non-confidence vote yet again, seconded by Dr. Elhanan (Chemistry). This version of the motion, though, was much more explicit and direct:

That the Faculty Association insist that the President bind himself legally to certain basic principles of academic morality by January 15th, 1972, that if he fails to do so he resign, and that if he fails to resign in that case, a motion of nonconfidence be put to the Faculty and the national CAUT be called in.⁵⁵

⁵⁴SMUFUOF, Dr. Carrigan's (President) Style/Attitude, 1971-1972, Department of Sociology to SMUFA, 2 December 1971. Capitalization in original.

⁵⁵SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, SMUFA, 1970-1974, Minutes, 13 December 1971. The minutes include photocopies of the letters between the SMUFA executive and Carrigan and the BOG through Laurence Hayes; these outline the position each took on the pertinent issues. Carrigan indicated that he was willing to address the Assembly of the Faculty to outline his philosophies of administration and of SMU.

A tabling motion failed and the meeting appears to have adjourned without a recorded vote on the motion. The willingness of at least some faculty members to have an external group examine the university indicates the seriousness of the situation, although some faculty members felt that the investigation might not find in their favour.

Despite the Christmas break, neither side at SMU backed down in their quest to assert control within the university. Indeed, the academic community made an important transition into the planning process of the university to assert its control. The Senate committees became important vehicles for faculty members to be able to express their concerns. Through recommendations to Senate, faculty could assert control over the academic future of the university.⁵⁶ Many professors argued that Senate was the essence of the university because the university emanated solely from the academic. The Senate Committee on Curriculum provides a good example of this assertion of faculty control. This Committee sought the input of Department chairs to determine course offerings and programme requirements for the next academic year. In September 1971, Carrigan requested that Department chairs review their situations and report to him on course offerings and faculty workloads. In his letter to Senate, Dr. Wiles (Biology Chair) asked for a series of clarifications for what "normal" meant for faculty members in terms of course loads, student supervision, laboratory hours, and faculty-student ratio.⁵⁷ This was an area of concern for Carrigan as well. SMU's lawyers wrote to the President regarding

⁵⁶SMUA, Senate, Minutes, Vol. 6 (1 October 1971-29 September 1972), R.L. Smith (Chair of the Curriculum Committee) to Senate, 4 January 1972.

⁵⁷SMUA, Senate, Minutes, Vol. 6, Michael Wiles to Roger Crowther (Chairman Agenda Committee, Academic Senate), 23 November 1971.

which faculty members were, in fact, employees of the university. Lawyers from the firm of McInnis, Cooper, and Robertson, responded that the SMU Act made "no qualification on that word 'employed.'"⁵⁸

Faculty concerns about the state of the university permeated this period and highlighted the difficulties of the transition into a secular university. While many members of the new BOG had been members before the passage of the SMU Act, many aspects of the new legislation required reorganization. The new BOG had some difficulties and took longer than expected in establishing new committees.⁵⁹ In the first few months of Carrigan's term, however, certain committees of the BOG needed to be formed and to begin meeting to resolve the serious issues facing SMU. The faculty during this highly contentious period concerned themselves with two BOG-derived entities: the Faculty Manual Revision Committee and the creation and promulgation of the Constitution and Bylaw of the Assembly of Faculty. It was important for SMUFA to assert its authority on the collegial nature of the university. The faculty wanted to ensure that any future decisions included significant input by professors.⁶⁰

Negotiations between the BOG and SMUFA during the fall and winter semesters of 1971-1972 did not result in a long-term agreement on the bylaws or the *Faculty*

⁵⁸SMUA, Senate, Minutes, Vol. 6, McInnis, Cooper, and Robertson to Carrigan, 9 December 1971. No individual signed the letter, but "McInnis, Cooper, & Robertson" appears as the signature.

⁵⁹It is important to note that membership on the BOG was not a full-time position. While the Chair of the BOG often spent a great deal of time on his duties, he was also the Archbishop of the Diocese.

⁶⁰SMUA, AMF, BOGS, 3.8, 1999.23C, SMU Board of Governors, September 1971-August 1972, SMUFA to Faculty Members on the BOG, 26 January 1972.

Manual. It was still inconclusive for faculty members whether the BOG and Carrigan held the *Faculty Manual* as a fully legally-binding operating manual for the university.⁶¹ At the 3 December 1971 meeting of Senate, however, Carrigan stated that the "Administration and the Faculty Association Executive have met reviewing the 3rd edition [of the] *Faculty Manual*. The Board has requested some [*Faculty Manual* clauses] be passed as operating procedures."⁶² This only added to the confusion among the faculty because it became difficult to determine which *Faculty Manual* regulations applied and which did not. This was especially confusing in relation to tenure decisions and the contract renewal process. During the winter semester of 1972 thirteen more faculty members received non-renewal letters from Carrigan. Following negotiations with SMUFA, the university retracted these and offered at least one-year contracts. The university wanted time to decide how to proceed, for which SMUFA president Roger Crowther took some of the credit.⁶³ While the two sides had made some progress, core issues remained unresolved, including the different types of contracts that SMU used to employ professors. The variety of contracts during the academic year 1971-1972 covered sixty-four professors in one manner or another.

Control over the administration of the university was not relegated solely to bylaws or regulations governing the faculty. The *Faculty Manual* had intended to cover almost

⁶¹SMUA, AMF, BOGS, 3.10, 1999.23C, Board of Governors-Executive Committee (1972-73). Carrigan to Crowther, 24 October 1972, states that "I call your attention to the third edition of the *Faculty Manual* which also provides for the use of these types of contracts."

⁶²SMUA, Senate, Minutes, Vol. 6, Minutes of the 123rd Meeting of Senate, 3 December 1971.

⁶³SMUFUOF, Unfiled Documents, Crowther to Alwyn Berland, 20 April 1972.

every aspect of the university as it related to the faculty. For example, it dealt with the appointment of senior academic administrators, from Chairs to the Vice-presidents. Faculty input in the selection process had been established during the preceding years. New faculty members took it as a matter of course that they could dominate the appointment of these individuals. The BOG, however, took a much different approach, believing that the SMU Act created a corporation, with a Chief Executive Officer (President). Under the new legislation, the BOG's authority was complete, especially in those areas that the legislation did not refer to specifically.

Control and Confidence

In April 1972, the members of SMUFA formally entertained the possibility that the future of their organization and the university lay in collective bargaining as a recognized trade union. The first step down this road was the acceptance, albeit with extreme reluctance, that the Senate was no longer a decision-making body of any importance. As incoming President of the SMUFA, Crowther wrote to Carrigan outlining in detail how the academic community had discussed and arrived at possible solutions to the problems surrounding the non-renewal of contracts in the Department of Religious Studies.⁶⁴ Carrigan responded the following day, 6 April, in which he acknowledged the need to discuss the situation.⁶⁵ Carrigan's response to Crowther included the newest amendments

⁶⁴SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, Crowther to Carrigan, 5 April 1972.

⁶⁵SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, Carrigan to Crowther, 6 April 1972.

to the legislation governing St. Francis Xavier University.⁶⁶ The possibility that Carrigan approved the new-style legislation was found in his closing remarks to Crowther regarding the new act: "It indicates, to some extent, a new temper and direction being taken by the public and the people who represent them on the University Boards of Governors."⁶⁷ The new act granted vague and enormous power to the BOG, including the right to fine, suspend or expel students and to dismiss or suspend faculty members for being in breach of university regulations. As the employer, the BOG had the authority "to take such other action as the Board deems necessary or expedient in matters of discipline or administration."⁶⁸

Outgoing SMUFA President Gordon, in his last presidential report to the membership, delivered on 19 April 1972, outlined the precipitous decline of faculty power at SMU and how it led toward certification:

What is in my view inarguable, and I say this with some sadness and reluctance since it indicates in a certain sense the end of academic age of innocence, is that faculties which do not begin to take legal advice with a view to their eventual certification under Trade Union and Labour Relations legislation will be crushed by the steam-roller which is about to flatten us.⁶⁹

⁶⁶For a comprehensive history of St. Francis Xavier University, see James D. Cameron, *For the People: A History of St. Francis Xavier University* (Montréal: McGill-Queen's University Press, 1996).

⁶⁷Carrigan to Crowther, 6 April 1972.

⁶⁸*Ibid.*, enclosure.

⁶⁹Gordon's term ended on 31 March 1972, but his report was delayed until the 19 April meeting. SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, D. Gordon, SMUFA Report of the President, April 1972.

Increasing numbers of faculty members were beginning to recognize that unionization might make sense in the rest of Canada. This recognition included an understanding that unionization might not be only an alternative but a necessity in response to conditions that faculty simply could not endure any longer.⁷⁰ Many members of SMUFA supported the idea of the Association acting as the agent for collective bargaining, both for the entire faculty and for individuals in hearings. At the 4 May 1972 general meeting of the general membership, the Executive presented a motion dealing with certification, but since attendance was small, the assembled members tabled the motion.⁷¹

The executive committee of SMUFA met four times to discuss possible directions to take on several outstanding issues between the April and May general meetings. It was during these Executive meetings that the tone for certification began to develop. The SMUFA Executive included in its minutes some complex strategies that it developed to counter some prevailing sentiments. Mr. Berland had reported to SMUFA that Bylaw IV was basically acceptable when he read through it. His only exception was that the methodology used to bring it into effect was not in keeping with CAUT guidelines.⁷² The SMUFA Executive suggested that to oppose Bylaw IV on the grounds that the process was flawed did not necessarily mean an opposition to the CAUT or Berland who had indicated

⁷⁰SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, General Meeting, Minutes, 19 April 1972.

⁷¹SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, General Meeting, Minutes, 4 May 1972.

⁷²The CAUT guidelines required faculty approval for guidelines or bylaws that governed the tenure process.

the BOG bylaw was basically acceptable. Also, the first discussion at the executive level took place concerning improper hiring practices in many departments. The SMUFA executive passed a motion to develop hiring policies to be presented to the SMUFA membership and then to have them implemented across the university.⁷³ At the following meeting, a lengthy discussion took place on the issue of improper hiring procedures. This led to the unanimous adoption of a directive for the Executive to pursue the establishment of a policy governing the composition of and regulations concerning hiring committees. The only unit to be singled out in the minutes was the Faculty of Education, which they acknowledged had special circumstances and a limited faculty complement as well.⁷⁴

A special meeting of the SMUFA Executive took place on 24 April 1972 to discuss a revolting discovery on the issue of contract renewals. Many faculty members received contract renewals that included new, special clauses that, in the opinion of the Executive, violated the provisions laid out in the BOG's new bylaw on tenure, which it had only just approved. In an effort to demonstrate to its membership that SMUFA was capable of acting in their best interests, the Executive quickly put out a request to its members not to sign their contract renewal agreements. Also, President Crowther needed to meet with

⁷³SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, SMUFA Executive Meeting, Minutes, 12 April 1972.

⁷⁴SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, SMUFA Executive Meeting, Minutes, 18 April 1972. The proposed composition was three departmental faculty members, the Academic Vice President, and the appropriate Dean. This committee was to propose candidates to their department and with the department to select an appointee. The entire department and the committee would recommend their appointee to the President, who in turn made the appointment.

Carrigan to ascertain his interpretation of the new clauses.⁷⁵ The Executive asked faculty members "to supply documentation in the form of initial and recent letters and contracts which would help us [the SMUFA executive] to clarify the present situation."⁷⁶ The following week the Executive met again to formulate possible directions to take. This meeting is of particular importance for several reasons. The first is that it decided that while the Executive had a mandate from the general membership, it would best serve the interests of the membership with another general meeting in May. This recognition of the importance of having a mandate from the membership reinforced the value of demonstrating further legitimacy to the membership. Attaining this level of support suggests that the difficulties with Carrigan required the greatest amount of demonstrable solidarity from the membership to persuade him effectively of their position.⁷⁷ While its position with Carrigan required solidarity in the hopes of bringing about resolutions to some of the more pressing concerns of SMUFA, formal negotiations with the BOG required more than just solidarity. The BOG had rejected the request for the suspension of Bylaw IV pending ratification by the faculty. Indeed, the BOG's Bylaw Committee was already working on its next bylaw, concerning the appointment of Deans. This bylaw was important as Deans Beazely (Commerce) and Ryan (Engineering) had submitted their

⁷⁵SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, SMUFA Executive Meeting, Minutes, 24 April 1972.

⁷⁶SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, The Executive of the Faculty Association to All Members of the Faculty Association, 25 April 1972.

⁷⁷SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, SMUFA Special Executive Meeting, Minutes, 1 May 1972.

resignations and the university needed replacements for September. The concern of the SMUFA Executive was due to the likely promulgation of the bylaw over the summer term when most professors would be unavailable for input; however, it recommended and received approval from the general membership to act on their behalf during the summer months.⁷⁸

At the general meeting called to discuss the myriad of problems identified by SMUFA, Ansell submitted a lengthy report.⁷⁹ This report is very instructive in indicating the growing hostility toward Carrigan. Having presented the President and the BOG's representatives (Colin Campbell, Laurence Hayes, and A.E. Hayes) with the faculty's position, including the non-confidence within the faculty, Ansell reported:

The reply of the President struck me as defensive, but not having the force or the confidence in the face of 140/1 odds that we have seen in the past. Being in check as it were, he seemed to my sense, to be hurried into somewhat unsure moves to protect himself. And it was my impression that if he was not apologetic, he was pleading mitigation.⁸⁰

The meeting ended with discussion on the request from the Chair of the BOG to SMUFA to suggest a solution to the problem. Ansell's record of the response boils down to an acceptance of the university as a community of scholars. Ansell suggested that educating the BOG on this point was necessary if the faculty ever hoped to achieve the status they

⁷⁸See SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, SMUFA, General Meeting, Minutes, 4 May 1972.

⁷⁹SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, Dr. R. Ansell, "Members of the Faculty Association," 4 May 1972.

⁸⁰*Ibid.*

believed they deserved. The 4 May 1972 general meeting adjourned *sine die* to resume within "a week to discuss the situation following consultation with lawyers."⁸¹

On 10 May the membership discussed a motion directing the SMUFA Executive to move toward certification as a bargaining agent under Nova Scotia's labour legislation. Despite the meeting being poorly attended, the motion was duly considered and passed with twenty-eight in favour, five against, and five abstaining.⁸² Crowther wrote to the CAUT General Secretary the following day: "I lie under instruction from SMUFA and its executive officers to request of you formally, the services of a C.A.U.T. investigation committee." A CAUT investigation committee had the potential to bridge the gulf between the faculty and the university. If that gulf could not be bridged, Crowther indicated that the faculty would seek certification.⁸³ Crowther's letter to the CAUT reflects the general mood of the faculty during this period. Yet not all faculty members expressed themselves strongly or believed that an investigation was necessary. Instead, some continued to feel that they could solve the problem internally. Moreover, they believed that existing rights and privileges won by faculty members might be lost or that the university might withdraw committee membership if an investigation was launched. The discussions that took place on the issue of certification under labour legislation caused similar anxiety. Indeed,

⁸¹SMUFUOF, Minutes and Memos, Faculty Association, 1972-1973, SMUFA, General Meeting, Minutes, 4 May 1972.

⁸²SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, General Meeting, Minutes, 10 May 1972.

⁸³LAC, MCPF, MG31-B25, vols. 1-18, Crowther to Alwyn Berland, 11 May 1972.

Crowther acknowledged the possibility that most faculty members had not thought through certification fully.⁸⁴

Certification under the labour legislation was not the reason for asking the CAUT to investigate the situation at SMU. While the certification route was attractive to some faculty members, the breadth of its support at this point is unknown.⁸⁵ SMUFA's decision to invite a CAUT investigation had more than just the singular goal of providing answers to the current situation. Crowther's request stated the SMUFA position quite clearly: "The appearance on our campus of a CAUT investigation committee, may serve notice on the Board of Governors that we are dissatisfied with their stand on ratification and may induce them to a less intransigent attitude."⁸⁶ This statement was also revelatory about the status CAUT had developed since its first full-scale investigation into the Crowe Affair at United College in 1958.⁸⁷ After receiving the 12 May letter from SMUFA, CAUT Executive Secretary Alwyn Berland wrote to Crowther:

The Executive Committee adopted a formal resolution commending and congratulating the faculty association at St. Mary's for its impressive solidarity in the face of its grave difficulties, and for the diligence and persistence in resisting improper regulations and procedures governing faculty appointments and the protection of academic freedom. It is not often that the communication of an Executive Committee resolution gives me as

⁸⁴SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, General Meeting, Minutes, 10 May 1972.

⁸⁵Attendance at the general meetings at which certification was discussed or referenced appear to have been attended by less than half of the faculty and, as the term ended in 1972, even fewer.

⁸⁶LAC, MCPF, MG31-B25, vols. 1-18, Crowther to Berland, 11 May 1972.

⁸⁷Michiel Horn, *Academic Freedom: A History* (Toronto: University of Toronto Press, 1999), 220-245.

much personal pleasure as does this one, and I should like to add to the Executive Committee's commendation my own warm regards.⁸⁸

Professor Berland's second visit to SMU in the summer of 1972 was for the formal investigation. SMUFA requested his presence, which produced mildly more satisfying results than his first visit. In a letter to the Chair of the BOG, Austin Hayes, Crowther provided the SMUFA view on the proceedings. He suggested that the two sides "have in common ... enough ground upon which to reach an effective and amicable reconciliation of interests."⁸⁹ Crowther's account included a reference to Carrigan and Laurence Hayes agreeing with the principle that academic professionals must ratify bylaws that affect their environment if such regulations were to be truly effective. Crowther also quoted Austin Hayes in his letter: "'[W]e did not seem to be too far apart' we understood that prospects for reaching an understanding were implied."⁹⁰ This atmosphere of continual negotiation and renegotiation had already taken its toll on the SMUFA representatives. This was evident in their discussions of certification and their inability to work effectively with Carrigan.

Crowther was bold enough to lay out a four-point plan on how to resolve the pending promulgation of Bylaw IV, as well as any future bylaws. He was familiar with the recommendations laid out in the influential *Duff-Berdahl Report* on university

⁸⁸ LAC, MCPF, MG31-B25, vols. 1-18, Berland to Crowther, 15 May 1972.

⁸⁹ LAC, MCPF, MG31-B25, vols. 1-18, Crowther to Austin E. Hayes, 29 June 1972.

⁹⁰ *Ibid.*

governance.⁹¹ The first two points are similar inasmuch as the executives of SMUFA and the BOG both obtain mandates from their general membership to negotiate on their behalf. Thirdly, he recommended that the Bylaw Committee of the BOG, which had faculty members on it, produce a draft of a new bylaw for discussion by the faculty. Finally, he suggested that both executives negotiate the final wording of the bylaws and that upon completion of the negotiations, the bylaw would be final and binding without recourse to a referendum.⁹² Crowther hoped the prospect of executive-to-executive negotiations would be well received by Austin Hayes and the BOG. Hayes' response to Crowther's letter, however, sent mixed messages on how the BOG had responded. Hayes believed that the luncheon meeting produced an understanding that it would be beneficial if the SMUFA Executive had such a mandate, but that his understanding was that the BOG would not be willing to relinquish its rights to its Executive. Hayes also suggested that he was in complete agreement that further negotiations were necessary and that they should produce results that would be beneficial for the entire university community. He was somewhat confusing, though, in one paragraph on faculty ratification:

What I think is needed at the University is that all members of Faculty should feel genuinely at home at Saint Mary's both as respected teachers and as a vital part of the academic function of the University. This should

⁹¹SMUFUOF, Bylaw VI + V-Amended Dec 11/72, 1972-1973 Wiles to Crowther and SMUFA Executive, 20 June 1972; and Sir James Duff and Robert O. Berdahl, *University Government in Canada: Report of a Commission Sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada* (Toronto: University of Toronto Press, 1966).

⁹²LAC, MCPF, MG31-B25, vols. 1-18, Crowther to Austin E. Hayes, 29 June 1972.

not, it seems to me, require that they ratify all by-laws before they are promulgated by the Board.⁹³

Hayes' position was consistent with his previous stances and those put forward by Carrigan on the supremacy of the BOG as expressly stated in the SMU Act.

Few faculty members upon returning to campus in September 1972 felt more secure in their academic environment than when the winter semester had ended. Indeed, the SMUFA Executive had kept in constant contact with the BOG on the bylaw issue, outlining specific instances of disagreement and providing rationales for the suggested changes in wording, which always included the need for a faculty ratification clause.⁹⁴ Crowther reported to the general membership on 6 September that the fears and concerns of faculty members were genuine. The view of the BOG toward the faculty had only become further entrenched and hostile. Crowther in his report indicated that:

It is not at all clear to the Executive of our Association that Board members understand what the nature of a University is or that they are able to see it as something different from a business enterprise. Mr. Crowther described a meeting held between our Executive and the Executive of the Board in which the Board obviously felt that they were dealing with recalcitrant children and dismissed their grievances with the advice to "grow up."⁹⁵

It is possible that some members of the BOG were sympathetic to faculty members who argued for control over the appointment and tenure procedures for professors. On the

⁹³LAC, MCPF, MG31-B25, vols. 1-18. Austin E. Hayes to Crowther, 11 July 1972.

⁹⁴SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-1973, Crowther to L.J. Hayes (Chair, BOG Committee on Bylaws), 1 September 1972; and AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-1973, Crowther to A.E. Hayes, 1 September 1972.

⁹⁵SMUA, Arthur Monahan Fonds, Faculty Association Series, 4.7, 1999.23D, SMUFA, 1972-1973A, SMUFA, General Meeting, Minutes, 6 September 1972.

bylaw concerning the appointment and duties of decanal appointments, however, such sympathy was lost. Over the summer the BOG's bylaw committee constructed a bylaw on deans. Faculty members, through the SMUFA Executive, kept an eye on developments and submitted recommendations. The SMUFA Executive called a special general meeting to discuss the proposed bylaw on deans for 28 September 1972 because the BOG was meeting on 12 October to promulgate it. This general meeting was reasonably well attended, and members confronted many of the egregious aspects of the proposed bylaw. At this meeting several motions were passed condemning the BOG's bylaw, noting that the bylaw contained "fundamental defects and would severely damage the University if implemented" and that Deans "who can act as catalysts rather than as dictators, and who are obliged to implement their personal policies, where they differ from existing collectively established or individual policies, by means of rational persuasion rather than by edict." The penultimate motion passed by the membership set up a petition to protest the pending bylaw.⁹⁶

Deans represent an important linkage within the academic hierarchy. The role of a Dean during the late 1960s and early 1970s evolved away from the senior-scholar of the faculty who advocated on a personal level with other senior academic administrators for the greater good of the faculty and the university. For faculty members the Dean represented the most senior member of their team. Not to belabour the analogy, if the team's ownership picked the captain, the players would not support him and the position

⁹⁶SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA, 1972-1973A, SMUFA, Extraordinary Meeting, Minutes, 28 September 1972.

would lose credibility. During September 1972 the faculty at SMU asserted its traditional right to select its Deans. Tension had mounted over the summer as the BOG moved toward the promulgation of their bylaw on the appointment of Deans. Faculty argued that the university should follow the CAUT guidelines on decanal appointments and that this would not compromise the BOG's ability to govern under the SMU Act. Ansell's letter to Austin Hayes was the most powerful piece of correspondence exchanged between SMUFA and the BOG. In it, he affirmed that the CAUT "will not stand idly by" while the BOG drafted a bylaw that allowed Deans to have "autocratic powers, with no adequate systems to reconcile different views and intentions."⁹⁷ The BOG knew that SMUFA intended to have a full-scale CAUT investigation into the situation at SMU, but it also based much of its behaviour upon an interpretation of the SMU Act which seemed to give it ultimate authority.

Two days before the BOG's meeting to discuss the decanal bylaw, SMUFA held another general meeting at which they did not mention the pending promulgation. The Senate met for a special meeting on 29 September to discuss the bylaw on Deans. This meeting also debated several key motions regarding the rights of the Senate within the modern SMU; indeed, Monahan and Professor Murphy (French) moved that "Senate affirm that it has the right to be consulted on and approve any proposed by-law touching its jurisdiction, of which Proposed By-Law VI on the Appointment of Deans is one." This motion passed fifteen in favour, two against, and five abstentions. In the minutes one

⁹⁷SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-3, R.N. Ansell to Austin E. Hayes, 12 September 1972.

sentence appears that encapsulates the general mood of the body following the motion: "In considering the motion the Senate acknowledged the Board of Governor's right that it makes bylaws but in the case where the by-laws touch the Senate duties, the Senate would like the Board of Governors to have its approval beforehand."⁹⁸ The discussion at the 29 September meeting was not recorded as hostile; in fact, the minutes suggest that many editorial changes had been made to the draft document. The changes that Senators made to the draft bylaw did alter its meaning or purpose, but they did clarify the wording on duties, qualifications, and length of term. Some changes reveal a commitment to democratic participation. For example, the draft bylaw limited search committee membership to those faculty members at the rank of Associate Professor and above, and Senate approved a motion to rewrite the clause to read Assistant Professor or above. As well, the student representative on the committee had the qualifier "senior" removed from its clause. Dean Bridgeo (Science) made a motion to amend the clause concerning the length of term to read five years instead of the proposed three. While this motion attracted only three votes in favour, a rewording of the term clause was passed to limit the total tenure of a Dean to six years. If the incumbent wished to reapply, s/he could do so through a mandatory search committee in an open competition.⁹⁹

The Senate had taken a definite stand on the issue of bylaw approval prior to the BOG's promulgation. Its specification of the bylaws on which it wished to be consulted

⁹⁸SMUA, Senate, Minutes, Vol. 6, Minutes of the 141st Meeting of Senate, 29 September 1972.

⁹⁹*Ibid.*

was reasonable and difficult to counter because the SMU Act did clearly indicate the rights and responsibilities of the Senate in the academic arena. The similarities in the Act between the BOG and the Senate suggested to many that government did not intend the Senate to be a junior partner; indeed, most believed that the two governing bodies were meant to be separate but equal in the governance and administration of the university. The bylaw on decanal appointments represented an important moment for those faculty members who believed in the role of the Senate. SMUFA, however, was not confident that the Senate-approved version of the bylaw would necessarily be approved by the BOG. The SMUFA Executive certainly did not believe that it could trust the BOG to promulgate the Senate's version. That the SMUFA Executive was largely in agreement with the Senate's version of the bylaw is important.¹⁰⁰ Professor Dockrill (Education) sent an internal memo to all faculty members on the BOG to meet in his office the day before the meeting to discuss the upcoming session.¹⁰¹ The minutes of the 12 October 1972 BOG meeting record only that the Senate-approved version of the bylaw concerning Deans was passed. They included no discussion, but this was not abnormal since the BOG's minutes often tended to be terse.¹⁰²

¹⁰⁰SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-1973, Wiles to Arthur P. Monahan, 6 October 1972. The most important of the recommended changes was to remove the requirement that the search committee place the candidates before the BOG for final selection and that the term for a Dean be three years, renewable for a second term. Monahan responded to Wiles that he believed the recommendations were in the spirit of the Senate-approved version and that he would be willing to bring the Executive Committee's recommendations to the BOG on their behalf. See SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-1973, Monahan to Wiles, 11 October 1972.

¹⁰¹SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-1973, F.J. Dockrill to Monahan, 10 October 1972.

¹⁰²SMUA, AMF, BOGS, 3.1, 1999.23C, BOG, Full Board, 1970-1973, Minutes, 12 October 1972.

Despite the BOG's position on administrative autonomy and the imposition of bylaws that had not received faculty ratification, SMUFA continued to press its concerns. Non-renewal of contracts represented an ongoing concern beyond the promulgation of the BOG's bylaw on appointment and tenure. On 18 October, the BOG's Bylaws Committee met to discuss future plans for the drafting and revision of new bylaws. In particular, the BOG needed a bylaw on the appointment on departmental chairmen and revisions to the bylaw on appointments and promotions. Also, some members wanted to form a joint BOG-Senate bylaw committee to carry out the work of recommending revisions to By Law IV. For the bylaw to govern departmental chairs, Laurence Hayes suggested that Senate or one of its committees draft the first version for discussion.¹⁰³ There was a definite need for revisions to the bylaw on appointment and tenure as the original had presented no adequate solution to the previous academic year's problems. Confusion still reigned at SMU as Carrigan insisted upon the continuation of a policy that was not approved by any governing body and that rejected the provision of reasons for non-renewal decisions in writing upon the request of the applicant.¹⁰⁴ This brought back the cloudy issue of the *Faculty Manual* into discussions at the BOG, Senate, and SMUFA levels. In a letter to Crowther, Carrigan referenced the *Faculty Manual* in a way that suggested it was an active operations manual while simultaneously indicating that it was not: "Clause 2.530, third edition, Faculty Manual; The administration of the University is under instruction

¹⁰³SMUA, Senate, Vol. 7 (20 October 1972-2 May 1973), Minutes of the 142nd Meeting of Senate, 29 September 1972, appendix C.

¹⁰⁴Written reasons in cases of professors rejected for tenure were required under By-Law 4, Clause 4.250.

from the Board of Governors that Clause 2.530 is not a part of the University's operating procedures." This was followed by: "The University administration is under instruction from the Board that contracts for limited terms are and continue to be used whenever appropriate. I call your attention to the third edition of the Faculty Manual which also provides for the use of these three types of contracts."¹⁰⁵ A letter from Carrigan to Crowther, however, on 2 January 1973 put the matter to rest from the administration's perspective. The missive advanced two points of clarification to SMUFA:

1. The Executive Committee wishes to reaffirm that the University does not give reasons for non-renewal of contract. This will continue to be the case until such time as the Board officially changes the practice. The Executive Committee has asked the By-Laws Committee of the Board to have another look at the matter and to report at the next meeting of the Board.

2. The Executive Committee of the Board wishes to bring to your attention again the fact that the Board of Saint Mary's University does not consider the "Faculty Manual, Third Edition" to be an operations document of this University. The only procedures binding the University are those specifically approved in the University Charter, by-laws, and such other operating procedures that may not be covered as yet by-laws but which are in practice at the present time at the University. The latter are subject to change as soon as appropriate bylaws are passed by the Board.¹⁰⁶

The reference to practices in existence but not yet covered by a bylaw suggests that the BOG recognized that the *Faculty Manual* was used in those instances. The SMUFA membership began to grow wary of any commitment made by Carrigan unless it was in writing. Non-renewal of contracts still dominated the relationship between SMUFA and

¹⁰⁵SMUA, AMF, BOGS, 3.10, 1999.23C, Board of Governors-Executive Committee (1972-73), Carrigan to Crowther, 24 October 1972.

¹⁰⁶SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors, 1972-1973, Carrigan to Crowther, 2 January 1973. Numbering in original.

the administration, followed closely by the other areas affecting the terms and conditions of employment.

The year 1973 began much as 1972 had ended, with a continuing struggle to define the workplace environment and the rules that governed the status of those employed to carry out the university's mission. Crowther wrote to the new Executive Secretary of the CAUT, Dr. Donald Savage, about implementing the CAUT guideline that written reasons be given for the non-renewal of contracts.¹⁰⁷ Senate reaffirmed its commitment to this and instructed its Chair, Carrigan, to deliver the message to the BOG. Yet this point did not reach the BOG from either the Chair or the Secretary of Senate.¹⁰⁸ Without a written reason for the decision for non-renewal, the professor in question could not have a basis to appeal to the Grievance Committee of the Assembly of the Faculty. Crowther was adept at recognizing the central problem facing faculty at SMU: "[T]he larger issue seems more serious, and when indications all point to the emasculation of the Senate by the Board who also deny the Associations request for fair procedures."¹⁰⁹ Savage's reply to Crowther encouraged SMUFA to maintain its resolve in the face of what it viewed as abhorrent BOG behaviour and to offer to provide any assistance or submission from CAUT to the BOG. SMUFA cited solidarity among its membership as the most important factor in

¹⁰⁷ LAC, MCPF, MG31-B25, vols. 1-14, Crowther to Donald C. Savage, 4 January 1973.

¹⁰⁸ *Ibid.*; and SMUA, AMF, BOGS, 3.1, 1999.23C, BOG, Full Board, 1970-1973, Minutes, 12 October 12, 1972.

¹⁰⁹ LAC, MCPF, MG31-B25, vols. 1-14, Crowther to Savage, 4 January 1973.

advocating for changes by the BOG.¹¹⁰ The solidarity that the CAUT believed to be of great importance was more than evident at SMU; indeed, despite disagreements among faculty members on a variety of issues, all agreed that whatever policies and procedures the university was to employ should be explicit, available, and accessible.

Contempt for unreasonable administrative policies and procedures grew rapidly during this period. Professors turned to the SMUFA for deliverance from their compromised situation, yet to alter the current environment required assistance beyond what SMUFA could provide. Deep lines had been drawn in the sand by Carrigan on behalf of the BOG and by Crowther on behalf of SMUFA. The general membership of SMUFA met on 15 January to discuss a series of motions designed to lead to a satisfactory resolution on the issue of non-renewal of contracts. They delivered an ultimatum to the BOG through one motion:

[U]nless the Board or its Executive make it university operating Policy, by Friday, February 2, 1973, that reasons shall be given upon his request to a faculty member who is denied renewal of contract, the President of the Faculty Association call in a C.A.U.T. investigation team.¹¹¹

The motions directing SMUFA to agitate for significant changes received near unanimous support from the membership. In keeping with these wishes, Crowther wrote to the Chair of the BOG to convey SMUFA's motions on the need to provide reasons for non-renewal. Drawing upon the legitimate authority of the Senate and the Assembly of Faculty,

¹¹⁰LAC, MCPF, MG31-B25, vols. 1-14, Savage to Crowther, 8 January 1973.

¹¹¹SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, SMUFA, General Meeting, Minutes, 15 January 1973.

Crowther detailed the contradictory positions taken by the BOG in relation to the faculty at SMU. Included in this letter of 18 January were the motions passed by the membership, which signalled to Hayes that SMUFA believed strongly about the unfairness of the BOG's position.¹¹²

Crowther acknowledged the difficult position in which SMUFA found itself due to the possible negative publicity that this dispute could generate among the academic and non-academic communities outside of SMU. Although there was no guarantee that anyone other than the CAUT or other faculty associations would view the situation at SMU as a serious threat to the harmonious operation of a university, SMUFA nonetheless moved forward with plans to resist the BOG on this issue. No answer had been forthcoming from the BOG on the motions passed at the 15 January general meeting, and the deadline had come and gone for calling in the CAUT investigation team. Crowther wrote to Savage on 5 February 1973 to express his gratitude for CAUT's support. He also described a situation that was growing worse by the day and reinforced the request for an investigation committee to assess the terms and conditions of employment at SMU.¹¹³ A general meeting of SMUFA was set to take place on 14 February. The agenda of the meeting included background information on the current situation so that faculty members could be

¹¹²LAC, MCPF, MG31-B25, vols. 1-14, Crowther to Austin E. Hayes, 18 January 1973.

¹¹³LAC, MCPF, MG31-B25, vols. 1-14, Crowther to Savage, 5 February 1973.

prepared for discussions on the matter. A copy of the letter from Carrigan to Crowther of 2 January was appended.¹¹⁴

Certification under the Nova Scotia labour relations legislation emerged as a viable option for faculty members during 1973. The tension at SMU rose to new heights over the procedures for certification. The Valentine's Day SMUFA meeting resulted in Crowther writing to A.E. Hayes the following day. Crowther was no longer hesitant to present to the BOG a formal request for voluntary recognition of SMUFA as the sole collective bargaining agent for the professors at SMU.¹¹⁵ The motion passed at the SMUFA meeting, however, included an ultimatum: if by 9 March 1973 new and appropriate policies and procedures were not in place to the satisfaction of SMUFA, the Executive would call a general meeting to "consider the question of certification under the Nova Scotia Trade Union Act for the purpose of compulsory collective bargaining with the Board."¹¹⁶ This was not an idle threat that emerged from a single meeting or from a minority within SMUFA. Indeed, faculty members had clearly decided that their situation required an immediate and concrete solution. If certification was necessary, they would take the necessary steps, although few within SMUFA believed that a linear progression toward certification was either inevitable or unavoidable. In fact, there were many in the spring of 1973 who did not believe that certification was an option to be discussed at all. Many felt

¹¹⁴SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, SMUFA, Agenda, 14 February 1973.

¹¹⁵SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-5, file 2, Collective Bargaining - SMUFU - 1973-1975, Crowther to Austin E. Hayes, 26 February 1973.

¹¹⁶*Ibid.*

that SMUFA was already acting in a collective manner on behalf of the faculty and asked why the Association could not ameliorate the situation through collegial negotiations with the BOG. This was reinforced by the fact that while faculty members thought about their individual and collective situations, movement was taking place toward a collegial solution to more of the outstanding issues.

Crowther's ultimatum achieved a measure of success in that the BOG's Executive Committee took it seriously. At its 5 March meeting, the BOG Executive discussed the resolutions presented in Crowther's letter. The recorded discussion was indicative of the BOG's position on its authority to govern all aspects of the university:

It was noted that a relatively small proportion of the Faculty seemed to have been present at the meeting which adopted the resolutions. Dr. Gillis stated that he interpreted the Faculty resolutions to imply a lack of confidence in the University administration and felt that there should be some discussion between the University administration and the Executive of the Faculty Association to discuss the implications of the resolutions. It was agreed that the Chairman of the Board, President and Academic Vice-President draft a reply to the letter of February 26 from the President of the Faculty Association.¹¹⁷

Dr. Gillis' comments are important because they reveal a diversionary tactic taken by the Executive Committee. The SMUFA motions did not refer to the academic administration of the university. As an agent of the BOG, however, the remarks made by the Academic Vice-President are more understandable. Negotiations between the administration and the SMUFA executive suggest that avoiding a discussion on voluntary recognition or certification was preferable from the BOG's perspective. At the 5 April meeting of the

¹¹⁷ SMUA, AMF, BOGS, 3.2, 1999.23C, BOG, Executive Committee, Minutes, 1970-1973, 5 March 1973.

BOG, the issue of collective bargaining arose briefly but was deferred until a meeting could be arranged between the executives of the BOG and SMUFA.¹¹⁸

The unhappy relationship between the BOG and SMUFA during March 1973 led to a formal CAUT investigation into conditions at SMU, which the Association had called for months earlier. An *ad hoc* committee of CAUT's Academic Freedom and Tenure Committee spent three days in mid-March in Halifax. The terms of reference for the committee were:

To investigate the terms and conditions of employment of the faculty at Saint Mary's University in Halifax, with special reference to the questions of the offering of reasons for the termination of contract and the alleged substitution of term for probationary contracts.¹¹⁹

In preparation for the arrival of the CAUT committee, SMUFA submitted a lengthy brief to committee members.¹²⁰ SMUFA argued that the absence of adequate policies and procedures caused undue concern to faculty members. Moreover, SMUFA complained that the bylaws did not include provision for faculty approval prior to promulgation. The disregard for the *Faculty Manual* or any established procedure following the 1970 SMU Act struck SMUFA as disrespectful, confusing, and entirely irregular in the Canadian

¹¹⁸SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-1973, Minutes," 5 April 1973.

¹¹⁹Three investigators comprised the committee: Ian Drummond (University of Toronto, Department of Political Economy), David S. Hart (Memorial University of Newfoundland, Department of Psychology), and Chair of the Committee, Ronald S. Wareham (Loyola College, Department of English). See LAC, MCPF, MG31-B25, vols. 1-3, "Report of the Ad Hoc Committee," 11 May 1973.

¹²⁰The SMUFA submission included forty titled appendices and enclosures. LAC, MCPF, MG31-B25, vols. 1-12, "Brief by S.M.U.F.A. Executive for Consideration of C.A.U.T. Investigation Team," March 1973.

university context. It had previously made CAUT aware of the conditions at SMU through a voluminous correspondence from Crowther.

Interviews with SMU faculty, administrators, and BOG members revealed not only a confrontation over the policies and procedures of the university but also that SMU did not have a unified vision. Administrators and BOG representatives expressed their opinion that while the problems did exist, they did not justify a formal investigation. They provided all information to the investigating committee either in the form of documents or orally.¹²¹ The extant synopses of the interviews conducted by the committee vary greatly enough to suggest that some viewed the contested terrain from different vantage points. Seven categories of interviewees were discussed in the committee's report as representative of the academic components of the university.¹²²

The CAUT committee submitted its report in May 1973, and its background section acutely analysed the root of the problem as the *SMU Act*. The act itself comprised only nine pages of well-spaced text, and the committee bluntly stated the situation with admirable clarity: "In the view of the Board and the President, the new act erased all previous arrangements in the University."¹²³ Any good will that had been generated before 1970 in relation to policies and procedures no longer existed because no one knew what the policies and procedures were from month to month. One of the changes in the style of

¹²¹"Report of the Ad Hoc Committee," 11 May 1973.

¹²²Excluded, among others, were the issues of on-campus housing and athletics. Interestingly, however, no students were formally interviewed despite their presence on the BOG and the Senate.

¹²³"Report of the Ad Hoc Committee," 11 May 1973.

university governance that had emerged during the first two years of the new BOG was that the attitude and demeanour of the individual governors began to resemble that of lawyers. In relation to the non-renewal of contracts, the BOG's position appeared to the committee to have been premised on an acceptance that "in ordinary law an employer is not obliged to explain his failure to renew a contract, there is no reason why a university should be expected to do so."¹²⁴ Committee members rejected this line of reasoning. A second reason posited by the governors suggested that members of a committee charged with determining renewal might come to a negative conclusion collectively but for different reasons, thus making the provision of explanations too cumbersome. Again, the committee rejected the BOG's argument; indeed, not providing reasons placed the individual in a position of applying for further employment without the benefit of knowing why the contract had not been renewed. If the individual's contract was not renewed for incompetence or inadequate performance, there was always the possibility for self-improvement, but it did place the person in the position of not being a very attractive candidate. On the other hand, if the non-renewal was for budgetary reasons, their abilities and competencies were at issue.¹²⁵ The nature of the contracts in use at SMU during this period likewise presented a problem.¹²⁶ In reviewing the contract language used at SMU, the committee found a wider range than the three standard yearly contracts. Some included a provision for non-renewal if a doctorate was not completed, while others with the same

¹²⁴*Ibid.*

¹²⁵*Ibid.*

¹²⁶"Brief by S.M.U.F.A.," March 1973.

provision had a clause that allowed the President to ignore that clause if the professor had received a favourable tenure or promotion decision without completing the doctoral degree.¹²⁷

During the investigation, the BOG's Committee on Bylaws had also been meeting to begin drafting a bylaw on contracts that would include clauses on the provision of reasons in instances of non-renewal.¹²⁸ Less than ten days after the CAUT committee had left SMU, the Senate received for its deliberation and input the proposed bylaw, which for the moment was titled Bylaw VII.¹²⁹ At its 5 April 1973 meeting the BOG promulgated the proposed bylaw with no changes from the version presented to Senate on 27 March. Bylaw VII would initiate a policy relating to the renewal of probationary contracts, including provision for the circumstances in which written reasons had to be provided. The bylaw created a Contract Renewal Committee (CRC) charged with receiving from department chairs dossiers on individuals in the final year of a probationary contract. Written reasons for non-renewal had to be provided if the President rejected a positive recommendation by the CRC. In circumstances in which the CRC did not recommend renewal of a probationary contract, the President upon request was to provide to the individual the

¹²⁷"Report of the Ad Hoc Committee," 11 May 1973.

¹²⁸SMUA, AMF, BOGS, Full Board, 1970-1973, 3.1, 1999.23C, Minutes, 13 February and 4 April 1973.

¹²⁹SMUA, Senate, Minutes, Vol. 7, Minutes of the 156th Meeting of Senate, 27 March 1973. In 1977 a new Bylaw VII appeared relating to the appointment of the President.

documents used by the committee.¹³⁰ Much of the content of this new bylaw reflected what SMUFA had been advocating during the months prior to April 1973. The use of differing contractual relationships required the BOG to offer a substantial olive-branch following the three or four years of insecurity and uncertainty experienced by faculty members. The many fronts of negotiations within the university caused a reaction among faculty members toward collective bargaining as a means to achieve longer periods of peaceful existence in exchange for a short period of intense negotiations.¹³¹

Voluntary recognition of SMUFA as the sole collective bargaining agent for the SMU faculty continued to move through the BOG slowly. Consultations with lawyers and meetings to discuss the validity of voluntary recognition by both SMUFA and the BOG complicated matters. An important meeting took place on 12 April between the executives of SMUFA and the BOG for the sole purpose of discussing collective bargaining rights for the former.¹³² Executive members spent more than two hours debating the meaning of the recognition of collective bargaining and the implications that granting it might have for the university. Exchanges between the two executives revealed hesitation by the BOG representatives toward granting voluntary recognition. Crowther's opening remarks represented SMUFA's position that the main problem between faculty and the BOG was

¹³⁰SMUFUOF, Procedures For Renewals Of Probationary Appointments, April 1973, "Bylaw VII: Procedures for Renewals of Probationary Appointments," 5 April 1973.

¹³¹SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA, 1972-1973A, "Certification of the Faculty Association under the Nova Scotia Trade Union Act," SMUFA Executive Inter-Office Memorandum to Faculty Members, 9 April 1973.

¹³²SMUA, AMF, BOGS, 3.1, 1999.23C, Full Board, 1970-1973, Minutes," 5 April 1973.

not financial but in the view of many faculty members that the Board was "a rather remote entity." In response to this assertion, A.E. Hayes asked how the BOG could be remote since it included six faculty members including for the last two years the President of SMUFA. Ansell responded that the feeling of remoteness related to negotiations between the two parties.¹³³ One of the more significant stumbling blocks lay in the lack of a proposal to cover how a voluntary recognition of SMUFA as sole bargaining agent would look or what obligations and responsibilities might be assigned or assumed to belong to the BOG or to SMUFA. In concluding the joint meeting, the BOG Executive requested that its counterpart draft an agreement to provide a foundation for future discussions on the issue of granting voluntary recognition of SMUFA.¹³⁴

On the same day as the joint meeting of the two executives, a request from twelve members required the President of SMUFA to call a general meeting for 18 April.¹³⁵ Remoteness by the BOG presented legitimate concerns for faculty members, although many of those same faculty members believed that SMUFA had an obligation to conduct a referendum to ascertain the views of the general membership on the issue of collective bargaining, voluntary or otherwise. Opposition to collective bargaining was shown by notice that a petition was being circulated declaring that the signatories "are opposed to a

¹³³SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA, 1972-1973A, Board of Governors, Executive Committee, Special Meeting, Minutes, 12 April 1973.

¹³⁴*Ibid.*

¹³⁵SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA, 1972-1973A, President, SMUFA, to the SMUFA Membership, 12 April 1973. Monahan appears as a signatory and also attended the joint meeting by virtue of his membership on the Executive Committee of the BOG.

recent decision by the Faculty Association to apply for recognition as a trade union without first submitting the question to a referendum of the entire faculty."¹³⁶ The SMUFA general meeting ended with a motion requiring a referendum on the issue of collective bargaining, which was passed with seventeen in favour, thirteen against, and one abstention.¹³⁷ The demand for a referendum appeared to pro-certification members as a move to derail the momentum they had built up over the previous months. There might be some legitimacy to this claim, since those who signed the petition tended to be those who opposed unionization during the first of the Nova Scotia Labour Relations Board votes in 1974.¹³⁸ The motivation for requesting a referendum may not have been based upon the best interests of SMU but rather on an individual's personal opposition to unionization.

Dr. D.H. Davies (Chemistry) presented the petition to Carrigan on 1 May 1973 that included his and thirty-eight other signatures.¹³⁹ Davies' position was bluntly stated in his letter and asked Carrigan to act unilaterally:

Some members of the Faculty, of whom I am one, are opposed to being members of trade union and/or to being represented by the Faculty Association. These, together with other members of the Faculty, are astounded by the refusal of the Faculty Association to conduct a referendum...As Chairman of the Assembly of Faculty would you please ensure that the Faculty Association is not recognized as bargaining agent

¹³⁶SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-5, file 2, Collective Bargaining, 1973-1975, Petition.

¹³⁷SMUA, AMF, FAS, 4.7, 1999.23D. SMUFA, 1972-1973A, SMUFA, General Meeting, Minutes, 18 April 1973.

¹³⁸CAUT exit polls, NSLRB interventions, and other petitions against certification.

¹³⁹SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-5, file 2, Collective Bargaining, SMUFU, 1973-1975, D.H. Davies to Carrigan, 1 May 1973.

for the Faculty until such time as a referendum of the whole Faculty endorse the position of the Faculty Association in this matter. I would also suggest that a debate on unionization be arranged for a meeting of the Assembly prior to any such referendum.¹⁴⁰

The process of certification under the Trade union legislation was apparently unknown to Davies, who appeared to believe that it required only the submission of an application and the payment of the appropriate fee rather than a vote among the workers. More important, however, his petition demonstrated that some faculty did not want to belong to a trade union.

Undeterred by the minority opposition to the movement toward certification, SMUFA pressed forward. Crowther recognized that the situation relating to collective bargaining required explanation beyond what he and most executive members of SMUFA took as common knowledge or common sense. Indeed, collective bargaining had already been taking place between SMUFA and the BOG. The legal definitions and ramifications of the Trade union legislation, however, presented obstacles to the realization of a formal, binding agreement between the two parties. On 3 May Crowther sent A.E. Hayes a four-page letter explaining collective bargaining as SMUFA understood it and the context which the Association believed formed the relationship between the BOG and faculty members.¹⁴¹ SMUFA included the 3 May letter as part of a package that Crowther mailed to the executive of the BOG, which included the draft agreement on collective bargaining

¹⁴⁰SMUA, DJWF, SMUFAF, 2001.003.1, Series 7-5, file 2, Collective Bargaining, SMUFU, 1973-1975, Davies to Carrigan, 1 May 1973. A copy of the letter was also sent to Crowther.

¹⁴¹LAC, MCPF, MG31-B25, vols. 1-4, Crowther to Austin E. Hayes, 3 May 1973.

requested by the BOG.¹⁴² His letter suggested several possibilities based upon developments in universities across Canada and the United States toward formal certification and signalled to Hayes the seriousness of collective bargaining and the implications it might have for the BOG and the university; in many respects, it was a veiled threat that the BOG perceived to be aimed at overall governance and control over the financial aspects of the university.. The understanding SMUFA had of collective bargaining respected the ideals of professionalism and collegiality as they related to the effective governance of the university. Most importantly, the letter acknowledged that a collective agreement would "protect our local autonomy and would allow for circumstances peculiar to the institution." Also, a rhetorical question reminded the BOG of the importance of having internal arrangements that were binding and collegial; were they not "infinitely preferable to a C.A.U.T. Investigation Committee?"¹⁴³

The SMUFA executive drafted an eight-point agreement that it believed could become the foundation for the future relationship between the faculty and the BOG. Exclusions from the bargaining unit were important in illustrating how SMUFA viewed the university and its constituent parts; Deans, Vice-presidents, the President, and librarians were excluded, while department chairs were not. The first three "groups" were normal exclusions from bargaining units. According to the CAUT, however, librarians belonged in bargaining units due to the need for formal protection of their academic

¹⁴² SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA, 1972-1973A, Crowther to BOG Executive Committee, 4 May 1973.

¹⁴³ LAC, MCPF, MG31-B25, vols. 1-4, Crowther to Austin E. Hayes, 3 May 1973.

freedom. Of the other seven points in the draft agreement, the only one that was controversial was clause seven, in which SMUFA agreed to be bound by an arbitration panel if disputes arose.¹⁴⁴ The arbitration compromise by SMUFA was important because it recognized one of the important mental stumbling blocks for some faculty members as they contemplated what a union might mean: the use of the strike. This concession revealed that some BOG members also feared the disruption in the operation of the university due to a disagreement that could not be resolved through negotiations.

In response to the memorandum from SMUFA, the BOG chairman wrote that he had received the letter and that a reply would be forthcoming. "It is my hope that Dr. Carrigan will be able to address himself to an early analysis of, and response to your proposals, and that the Executive Committee of the Board may be able to receive a report on this in about two weeks time."¹⁴⁵ The BOG's use of the President as its intermediary clearly demonstrated its seriousness about what it perceived as its legal rights and obligations under the SMU Act and in the interpretation of the Trade union legislation.¹⁴⁶ Also, by further delineating the administration's differences from the faculty the BOG suggested a recognition that this negotiation would last for many months. For SMUFA, however, their interpretation of the response from the BOG was both positive and

¹⁴⁴ LAC, MCPF, MG31-B25, vols. 1-4, "Draft Agreement between the Board of Governors of Saint Mary's University and the Saint Mary's University Faculty Association."

¹⁴⁵ SMUA, AMF, BOGS, 3.10, 1999.23C, BOG, Executive Committee, Austin E. Hayes to Crowther, 7 May 1973.

¹⁴⁶ SMUFUOF, Correspondence, 1973-1974, Crowther to Carrigan, 11 May 1973. Carrigan asked for a more formal explanation of which sections of the revised Trade union legislation applied to the SMUFA's understanding of voluntary recognition.

negative. While the response certainly showed that the BOG took the request seriously, it also contained a hint that the BOG was incapable of conducting the investigation itself because of time (summer or otherwise) and that it would be relying upon the input of the President. Its relationship with Carrigan suggested that the response from the BOG would be somewhat predictable given its reliance upon the President for information and guidance on the issue of certification.

Carrigan reported to the BOG Executive Committee on 24 May 1973 with a three-point plan designed to be the official response to SMUFA's request for voluntary recognition. The minutes of the meeting are somewhat terse about Carrigan's proposal.¹⁴⁷ The Executive accepted the proposal for discussion at the upcoming BOG meeting:

- a) That the Board of Governors do nothing to hamper the attempts of the Faculty to formally unionize, and, in fact, if it turns out to be the wishes of the majority of the Faculty, that the Board encourage them to take the necessary steps for formal certification as soon as possible.
- b) That the Board not grant voluntary recognition to the Faculty Association as a collective bargaining agent but that the Board inform the Association that if it wishes to be recognized as a collective bargaining agent under the terms of the Trade Union Act, it must go through the normal processes for certification.
- c) That the Board inform the Faculty Association that its rejection of voluntary recognition under the terms of the Trade Union Act does not curtail the possibility of its considering other alternatives, for example, voluntary recognition on terms to be worked out between the Board and the

¹⁴⁷ SMUA, AMF, BOGS, 3.10, 1999.23C; BOG, Executive Committee, handwritten notes, 24 May 1973. Monahan's handwritten notes are likewise nondescript concerning the proposals or the discussion.

Association. To this end, the Board invites the Association to participate in a joint Board-Association Committee to examine possible alternatives.¹⁴⁸

The recommendation for a joint meeting appears to redundant because SMUFA had been willing to discuss any formal arrangement to alleviate the current situation that included alternatives, but none that had the concreteness of voluntary recognition. For the BOG to encourage SMUFA in its attempt to certify was a no-lose recommendation. Doing so allowed the BOG to appear to be receptive and flexible during a time when SMUFA was attempting to characterize it as neither. The middle recommendation was the most important as it represented a calculated risk by the President and the BOG. Carrigan may have recognized that SMUFA might have had the support of enough faculty members to act as a collective bargaining agent. He most likely argued that the percentage of faculty members who favoured trade-union status, however, was much lower. This risk counted on the general faculty members responding negatively to the idea of trade-union membership.

The BOG responded positively to Carrigan's recommendations at its 11 June meeting. Indeed, the motion to accept the recommendations appears in the minutes as having passed unanimously by the governors present, which included faculty members.¹⁴⁹ Indeed, the entire section dealing with the motion, excluding the header, consists of three sentences; one is the introduction of the motion from the chairman, the second is the

¹⁴⁸SMUA, AMF, BOGS, 3.2, 1999.23C, BOG, Executive Committee, 1970-1973, Minutes, 24 May 1973. This meeting also passed a motion to increase former President Labelle's pension by \$1000 per year, which also included the removal of the two percent step increase for this year. Lettering in original.

¹⁴⁹SMUA, AMF, BOGS, 3.1, 1999.23C, BOG, Full Board, 1970-1973, Minutes, 11 June 1973.

motion to accept the recommendations, and the concluding sentence shows that it carried unanimously. This was normal, for the BOG tended to rely upon advice from the President, who in this case had undoubtedly made a presentation to the assembled governors. Also, since the minutes of the Executive Committee were circulated to all governors prior to the meeting, they were already aware of the content of the motion and could have discussed the recommendations with the President over the phone or in person. Their acceptance of Carrigan's advice was more than sufficient for the BOG to recommend that his contract be renewed. Without a bylaw dealing with the appointment of the President, there was no guideline on the renewal of Carrigan. The motion passed by the BOG directed "that the terms of the extension of the contract be negotiated by the Chairman of the Board and Chairman of the Finance Committee and be reported to the Board."¹⁵⁰ The BOG believed that it was the sole decision maker regarding the position of the President. The Chairman of the Finance Committee, Joseph Zatzman, was not a faculty representative on the BOG.

At the Executive meeting on 25 June, Carrigan reported that he had communicated the BOG's decision to SMUFA on 13 June and had received acknowledgment of receipt from the Association on 15 June.¹⁵¹ The meeting decided that there would be no further discussions on the issue of collective bargaining until September.¹⁵² This two-month reprieve may have been welcome at the time. Most at the university, however, knew that

¹⁵⁰*Ibid.*

¹⁵¹LAC, CAUTF, CLPOMF, MG28-1208, vol. 202, Carrigan to R.N. Ansell, 13 June 1973.

¹⁵²SMUA, AMF, BOGS, 3.2, 1999.23C, BOG, Executive Committee, Minutes, 25 June 1973.

decisions in the autumn of 1973 would have an irreversible impact upon the operation, existence, and nature of their university. Yet had the momentum that had built up before June 1973 been maintained and negotiations continued through the last two months of the summer, positive results might have been maintained. For the BOG, the President was good enough to have his contract renewed. For its part, the BOG was on a solid footing heading into the autumn of 1973. Many believed that it had taken care of most of the issues that caused the greatest contention and that some of the remaining ones were problems for only a minority of the faculty who probably would not be happy with anything.

Conclusion

A new piece of legislation turned a small, newly coeducational, Catholic university into a modern institution armed with the legal resources to expand and grow into a university of which the province could be proud. While the Archdiocese of Halifax remained firmly in positions of authority within the university, legislation expanded the BOG to reflect developments within university governance in Canada and the US. Inclusion of faculty and students in significant numbers also indicated that the modern university valued the input and knowledge of its two most important constituent groups. While SMU now had a modern piece of legislation to govern its operation, the faculty believed that its participation was more than just symbolic and that its input on employment conditions and the environment, which had been respected and validated in

the past, would continue. The SMU Act was a fairly brief document outlining the basic principles that created universities in the postwar Canada.

The faculty at SMU believed they had entered a new world of academic governance, participation, and authority. The *Faculty Manual* was their operations document; they believed it had the authority of the university behind it because it had been approved by the Senate and the pre-1970 university had operated by it. The new BOG, however, believed that with the new Act none of the previously accepted documents were legally binding. With a new BOG, the appearance of new bylaws governing relationships that were already outlined in the *Faculty Manual* were applied by the senior administration. The new bylaws did not provide for input by the faculty or require their ratification. The faculty quickly responded to prevent the further erosion of their traditional rights and understandings about their place in the university.

Contracts for faculty members emerged as a central issue during this period as a result of the transition that took place under the auspices of the new SMU Act. SMUFA fought long and hard to protect the rights of faculty members who had one-, two-, or three-year contractual relationships with the university. From time to time it was necessary for the university to employ individuals under a variety of contracts to provide the courses that each department was obligated to offer in any given year. Many of these faculty members believed that the *Faculty Manual* governed their relationships or were at least guidelines they could follow. Dr. Carrigan, with the backing of the BOG, however, believed that the *Faculty Manual* was not legally binding. The non-renewal of contracts represented a

situation that many of these faculty members believed required an explanation. When the administration refused to provide reasons why an individual was not renewed, many other contractual faculty members felt less secure in their positions. Included in this group were faculty members hired under three-year probationary contracts that were tenure-track positions, but that could be terminated by the BOG and the President. The situation deteriorated quickly during this period and culminated in a CAUT investigation. Change was in the air, and the BOG and SMUFA both recognized that the stakes were high and that the other side was willing to fight aggressively for its position. The inclusion of the CAUT into the relationships between the faculty and administration revealed to the Canadian higher education community some embarrassing aspects of the way SMU handled its business.

Chapter Three: Collegiality is Dead? Who Killed It? And Unionization: 1973-74

Introduction

Shared governance is the model which all professors believed was necessary if their university were to behave as a true, modern university. Defining models of shared governance took two forms: two-tier and one-tier. Saint Mary's University (SMU) opted for a two-tier system with a Board of Governors (BOG) and a Senate in 1963. The ability of those two bodies to operate together required both to exercise a great deal of good faith. To do this, they needed to reconcile that both existed for the sole purpose of bettering the university. The SMU Act laid out an understanding that SMU was "to provide an atmosphere of freedom, responsibility and mutual respect in the University community."¹ Unfortunately for the university community, mutual respect was slowly deteriorating. As members of the BOG moved toward a business/industrial model, the Saint Mary's University Faculty Association (SMUFA) responded by fighting to retain the hard-fought vestiges of collegial governance. The deterioration of respect between the Senate and the BOG embodied two divergent methodologies of university governance: from within and from without.

Faculty at SMU responded to the creeping imposition of an industrial style of management by resisting threats to their understanding of collegial participation in the decision-making process as a faculty prerogative. On the other hand, the new BOG made it

¹ Saint Mary's University Faculty Union Office Files (SMUFUOF), Objects, Section 5, Clause C, *University Act (Bill 102) 1970*. Hereafter *SMU Act*.

abundantly clear that the operation of SMU was its sole jurisdiction and was reluctant to share any of the authority it believed it had under the *SMU Act*. Faculty members, however, knew that their historical rights had validity. With the assistance of the Canadian Association of University Teachers (CAUT), SMUFA determined that the laws that governed employment also applied to them. Young faculty members paid close attention to developments across Canada, particularly on issues of terms and conditions of employment. Adding to the gravity of their situation was the fact that the market for university positions was shrinking due to stagnating or declining student enrolments. At SMU, the non-renewal of contracts made it abundantly clear that their employment might not be as secure as they once thought. The Department of Religious Studies, for example, had experienced cuts for financial reasons, which sent warning signals to other departments. Professors believed they needed open and transparent procedures for reductions due to financial exigency to protect their collective futures.

Beginning in 1973, the membership had granted authority to the executive committee to explore formal certification under trade union legislation. While a general meeting might produce an acceptable directive for SMUFA, a referendum would produce a clearer directive. Opposition to the movement of SMUFA toward certification began with a call for such a referendum. As certification became the only option for SMUFA, voting by the faculty became necessary as two competing unions sought to organize the professors. The Canadian Union of Public Employees (CUPE) and the SMUFA-inspired Saint Mary's University Faculty Union (SMUFU), backed by the CAUT, both sought to

become the sole collective bargaining agent for faculty. Competition between the two was fierce and the stakes high. Despite this, the presence of two competing units hurt the opponents of unionization, and they began to choose sides. Strategic voting became reality for many faculty members.

Certification under the auspices of the Nova Scotia Labour Relations Board (NSLRB) was a straightforward procedure, but some faculty members, the Saint Mary's University Student Association (SMUSA), and one dean took the opportunity to declare their opposition. The process toward formal certification evoked contention because the opponents believed that it represented an alien form of university governance and faculty-administration relations that threatened their university. Imagining how a post-certification university would operate was a difficult for some professors, who saw it as the beginning of an industrial workplace. For those faculty members who saw certification as the best option for solving the systemic problems, however, the future after certification looked much brighter. Certification represented a way for faculty to regain participation in deciding all aspects of their employment conditions.

Senates at Canadian universities represented the most crucial and powerful vehicles for faculty participation in university governance. Provincial legislation designated them as the place where professors would formulate academic policy. The SMU Senate had operated quite effectively in this regard before 1970 due in part to its intimacy, which was fostered by the Jesuit members of faculty and the administration and permitted a smooth relationship with the BOG. The promulgation of the new act and the

subsequent deterioration of traditional faculty rights during the summer of 1973 created an atmosphere of uncertainty. Although the academic environment at SMU was dramatically deteriorating, some faculty members believed that SMUFA and the administration could still find a way to restore the harmony they believed had once characterized SMU. While no one at SMU could with any certainty predict the future, some faculty and administrators openly declared that they did not want to do anything to damage the university, its reputation, or its students.

Despite the fact that labour legislation was a provincial jurisdiction, each province in which a faculty union was certified created precedents for other labour relations boards to follow. Certification of the Notre Dame University Faculty Association (NDUFA) in British Columbia legitimized the existence of faculty associations elsewhere, although nothing compelled labour relations boards in other provinces to accept it as a precedent.² This reasoning allowed universities across the country to object to unionization if their university were the first in its province to apply for certification. It is because of this grey area that certification in Québec's universities did not necessarily mean that similar moves would be accepted in other jurisdictions.³ Unionization of the academic and professional staff at Sacred Heart University (Bathurst College) by CUPE did not produce a similar

²The use of other province's experiences appeared most frequently in the construction of the application for certification and before the labour relations boards when interventions were heard.

³In Québec, faculty unionization began under Section 20 of the labour relations legislation that necessitated each group of professionals as the basis for a union. On the university campus, however, the existence of a multiplicity of professionals necessarily meant a multiplicity of unions in the early years of faculty unionization in Québec. David M. Cameron, *More Than An Academic Question: Universities, Government, and Public Policy in Canada* (Halifax: Institute for Research on Public Policy, 1991), 346.

effect because the institution was not a degree-granting university.⁴ At the University of British Columbia (UBC), for example, some faculty members did not believe that any comparison could be drawn between the two institutions when they discussed unionization.⁵

The potential for Canadian university professors to become divided into CAUT- and CUPE-affiliated locals posed an additional conundrum. That both CUPE and CAUT were willing to pour large sums of money, hours, and energy into the unionization of professors is indicative of how competitive and contentious organizing drives could be. CAUT did not want to see the country's professors in two different national bodies because it believed that it was the only true national organization capable of representing the interests of academics. CUPE, on the other hand, felt that it could attract university professors because of its track record. It also believed that professors would quickly accept that they were, in legislative terms at least, workers. The effort that both bodies put into organizing professors was intense. Ironically, some of CAUT's success in certification drives was due to the potential presence of a CUPE alternative.

At SMU, the selection of either CAUT or CUPE was based in part on the issue of professorial identity in relation to labour relations.⁶ CUPE's reputation as an effective

⁴"University Professors Join CUPE," *The CUPE Journal*, 10.4 (April-May-1973), 1.

⁵Joseph Rose, "Nix On Unionization," *The Ubyyssey*, 31 January 1974, letter to the editor; Robyn Burgess, "CUPE Offers Help To Profs," *The Ubyyssey*, 24 January 1974; "Sign Up," *The Ubyyssey*, 24 January 1974; and Cam Ford, "Profs Do The Organizing Waltz To Two Competing Orchestras," *The Ubyyssey*, 19 March 1974.

⁶William A. Bruneau, *A Matter of Identities: A History of the UBC Faculty Association, 1920-1990* (Vancouver: University of British Columbia Press, 1990).

union for public service employees, especially in the civil service, provided its advocates with a compelling argument.⁷ The decision to invite CUPE to present a proposal to the general members of SMUFA was part of an open campaign that the Association ran to demonstrate that alternatives were available. Indeed, by the time the NSLRB mandated a vote, many previously unsupportive professors voted for CAUT as the lesser of two evils. This type of voting is important for two reasons: first, it suggests that faculty members perceived that the required quorum could easily be met and would lead to a unionized campus; and, secondly, that the benefits of unionization were not as self-evident as organizers from either group proclaimed them to be. Throughout this process, however, SMUFA and the administration were unable to make any progress in solving the issues that divided them.

Autumn 1973: Staking Claims

As we saw in Chapter Two, SMUFA's general membership gave their executive a mandate to pursue certification under the *Nova Scotia Trade Union Act (NSTUA)*. After classes had begun in September 1973, the executive began an aggressive information campaign to inform the membership of how the process worked, what a collective agreement could cover, and what the two groups that vied for their support had to offer. Throughout the autumn SMUFA attempted to provide a transparent forum in which its members could acquire information, form opinions, and demonstrate to the BOG that the

⁷ Saint Mary's University Archives (SMUA), Arthur Monahan Fonds (AMF), Faculty Association Series (FAS), 4.7, 1999.23D, SMUFA-1972-73A, Agenda: SMUFA General Meeting, 27 September 1973.

faculty was behind unionization. Professors believed that it would always be possible to stop the process if certification appeared unappealing or unnecessary.⁸ For SMUFA, the existence of two separate groups would necessarily lead to professors choosing one or, alternatively, refusing to support either. Scholars have generalized about which type of professor supported CAUT and CUPE, or who did not want a union.⁹ At SMU, however, these generalizations crumble under the weight of the available contradictory evidence.

We can connect opposition to unionization among Canadian professors to their collective professional identity. William Bruneau identified three professional identities that were applicable to professors: relatively disinterested, advocate-practitioners, and practical-professional-pressure groups.¹⁰ Faculty members, however, by virtue of the myriad faculties, departments, and schools in which they worked, may see themselves as possessing one, two, or all three of those identities. Reactions from faculty members to the application of professorial work to the definitions in provincial labour legislation ranged

⁸Acceptance of this possibility allowed reluctant professors to enter the debate, although the acceptance of the possibility often meant acceptance of the arguments for certification. Those who opposed certification tended to not accept this possibility and worked against the process from the beginning.

⁹See, for contemporary examples, Paul Axelrod, *Scholars and Dollars: Politics, Economics, and the Universities of Ontario, 1945-1980* (Toronto: University of Toronto Press, 1982); and Carl Garry, *Toward A Sociological Theory Of Industrial Relations As Illustrated By Case Study Investigations Of The Unionization Of University Faculty Members, Nurses And Social Workers*, York University, PhD dissertation, 1980. Garry was a contractual member of the faculty in the Department of Sociology at SMU during the unionization period. Many of his conclusions are not borne out in the documentary evidence or in the oral interviews. His suggestion that technological developments in the Registrar's Office in the form of computerized data entry, for example, is over-stated.

¹⁰Bruneau, *A Matter of Identities*, 3. Respectively, Bruneau uses as examples the Canadian Historical Association, the Canadian Medical Association, and provincial federations of teachers.

from obvious and necessary to inappropriate and unthinkable.¹¹ Those who voiced opposition to collective bargaining at SMU did so for several reasons, such as the need for SMUFA to hold a referendum on the issue.¹² It is important to note that one of the leading causes of opposition to unionization was the belief that since it had been possible in the past to work out differences between faculty and the administration, it would be feasible to do so in the future. This belief had been reinforced before 1970 by the successful consultation and interaction between SMUFA and the administration. But during the financial strain experienced by SMU in the early 1970s, highlighted by the mortgage arrangement with the Archdiocese, the model broke down when the BOG insisted upon a literal interpretation of the *SMU Act* which granted it ultimate responsibility for the university. The BOG interpreted this to mean that it should operate as the exclusive decision-making body without faculty consultation.

Faculty began teaching classes on 17 September 1973 wondering what might develop during the term in relation to their employment conditions.¹³ The following week faculty members received an information bulletin from the SMUFA executive on conciliation in collective bargaining under the *NSTUA*.¹⁴ This was a crucial issue for some

¹¹See comments from Robert Jordan (English) and Malcolm McGregor (Classics) from UBC in Denise Chong, "'Sincere Profs Should Unionize'," *The Ubysey*, 31 January 1974.

¹²SMUA, Donald J. Weeren Fonds (DJWF), 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining - SMUFU - 1973-1975, D.H. Davis to D. Owen Carrigan, 1 May 1973,

¹³SMUA, *Saint Mary's University Academic Calendar*, 1973-74, 6.

¹⁴SMUA, Arthur Monahan Fonds (AMF), Faculty Association Series (FAS), 4.7, 1999.23D, SMUFA Executive Committee to Faculty re: Collective Bargaining, 24 September 1973.

faculty members, particularly those who feared the negative impacts of a strike or who would not support a collective bargaining regime that did not include binding arbitration. By circulating this bulletin, the executive was able to calm some nervous faculty members who associated unions with going on strike. The bulletin reached faculty mailboxes about the same time as the agenda for the 27 September SMUFA general meeting, which was held for the first time at Winnie's Lodge, four blocks away from campus.¹⁵ The executive informed members that it had investigated the advantages that CUPE could offer and that they were sufficient to present the CUPE platform at the meeting. To be fair, however, it announced that Donald Savage, Executive Director of CAUT, would speak for up to forty minutes on the subject of collective bargaining.¹⁶ He would be followed by two organizers from CUPE, Mr. Hill and Mr. Deaton, who would have the same amount of time.¹⁷

It was at this late September meeting that the membership moved toward the CAUT side. The executive had put forward a series of motions to establish a timetable to be followed for certification. These motions included one to create a joint BOG-SMUFA committee to examine collective bargaining outside the *NSTUA*; another to ask CUPE and "other organizations" to provide faculty with more information on collective bargaining;

¹⁵No explanation is included in the minutes of the general meetings as to why the meetings began to be held off-campus. It is perhaps reasonable to suggest that the issue of collective bargaining was either not welcomed on-campus or that pro-union faculty members preferred an off-campus location. Alternatively, the ability of SMUFA to restrict a meeting on campus was far less than if the meeting were held off-campus. Administrators and *The Journal* reporters, for example, would be easier to exclude.

¹⁶Library and Archives Canada (LAC), Canadian Association of University Teachers Fonds (CAUTF), MG28-1208, volume 202, St. Mary's Minutes, 1968-71, Robert Ansell to Donald Savage, 20 September 1973.

¹⁷SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA - 1972-73A, Minutes: Saint Mary's University Faculty Association General Meeting, 27 September 1973.

and a third to seek approval to seek affiliation with CUPE if the joint-committee did not achieve an acceptable result.¹⁸ The members, however, put forward two motions that altered the thrust and direction of the original motions. The first, which was moved by Dr. Monahan and seconded by Dr. Beis (Philosophy), opposed CUPE affiliation by removing that "the phrase 'and whether to secure affiliation with CUPE' be strunct [sic] out and replaced by 'and to determine whether to proceed to seek formal certification under the pertinent labour legislation with the assistance of CAUT'." The members ultimately defeated this motion (seven in favour, twenty-two against and three abstentions). But it did not quench the reform impulse at the meeting. A second motion was put forward by Dr. McGrath (Economics) and seconded by Dean Warner (Engineering) to alter the motion to "read 'or to seek certification in affiliation with CAUT'." This motion was carried by a vote of twenty in favour, seven against, and five abstentions. Dr. Pendse and Dr. Ginsburg presented a third motion, which set 15 November rather than 1 December as the deadline;

¹⁸The circulated motion from the executive committee read:

THAT in consultation with a legal specialist and the Faculty Association, the executive committee of the Faculty Association be instructed to continue for 40 days a joint exploration with members of the Board of Governors of possible ground rules for collective bargaining other than the Trade Union Act;

THAT the executive committee of the Faculty Association promptly convey the results of the joint exploration to the Faculty Association, together with any recommendations and opinions forthcoming from a legal specialist, CAUT, CUPE, and the executive of the Faculty Association. THAT CUPE and other organizations be invited to provide the faculty with any further information which would assist in deciding whether to join CUPE.

and THAT before December 1, 1973 a meeting of the Faculty Association be called to decide whether to accept the ground rules for collective bargaining worked out by the joint committee of the Board and the Faculty Association, and whether to secure affiliation with CUPE.

this passed with only two abstentions.¹⁹ After these amendments had passed, the original main motion passed with only a single abstention.²⁰

CAUT had several loyal SMU professors on its side during this critical period. Monahan, a long time supporter and contributor, placed his energy behind the CAUT's push to continue representing the faculty at SMU. His involvement with SMUFA during this critical period of unionization added a great deal of legitimacy to the CAUT contingent. Indeed, his (and other senior members of the faculty) active participation may have ultimately tilted the balance in favour of CAUT. At the 27 September general meeting, Savage's presence provided another level of credibility because it clearly demonstrated CAUT's commitment to continuing its affiliation with SMUFA and its interest in preventing SMUFA from affiliating with CUPE.²¹ CAUT had invested a fair amount of time, money, and personnel into SMU prior the autumn of 1973 and wished to maintain its relationship. Indeed, the CAUT investigation committee into the non-renewal

¹⁹The minutes incorrectly referred to 15 November as the deadline before which a meeting must be called to decide whether or not to accept the ground rules for collective bargaining. The motion was intended to have 15 November as the date by which the executive would report to the general membership on the joint exploration referred to in the main motion. See for the correction to the minutes, SMUA, DJWF, 2001.003.1, Series 7-4, Faculty Association - 1970-1974, Minutes: SMUFA: 9 October General Meeting.

²⁰Minutes: Saint Mary's University Faculty Association General Meeting, 27 September 1973.

²¹Donald C. Savage, "How And Why The CAUT Became Involved In Collective Bargaining," *Interchange*, 25,1 (1994), 55-63. Savage wrote in 1999 that the CAUT in the 1960s "decided to sponsor the development of collective bargaining under labour legislation, eliminated its one rival, the Canadian Union of Public Employees and turned itself into an agency for the practical support of local bargaining." See Donald C. Savage, "Canada: Neo-Conservative Challenges to Faculty and their Union," in David Farnham, ed., *Managing Academic Staff in Changing University Systems: International Trends and Comparison* (Buckingham, UK: The Society for Research into Higher Education Open University Press, 1999), 249.

of contracts was still a live issue for CAUT, SMUFA, and the SMU administration.²² As the weeks wore on, the presence of both CUPE and CAUT increased and their visibility provided the foundation for their respective organizing campaigns.

After the 27 September meeting, the SMUFA executive had a great deal to accomplish in a relatively short period. At the 9 October meeting of SMUFA, it put the issue of certification into motion. This required two very important tasks: first, the drafting of ground rules to present to the membership and the BOG; and second, conducting an inquiry to gauge members' attitudes toward certification.²³ The inquiry into the mood of the faculty would ultimately take the form of a referendum, which SMUFA used as the standard measuring device when dealing with issues of magnitude. In order for SMUFA to move forward with confidence, a referendum on collective bargaining as a general principle, coupled with an indication that faculty would like SMUFA to be the representative body, was crucial. Securing the confidence of the faculty as a first step reflects the anti-union stance of some faculty members who suggested that the Association did not have the support of its members to pursue an affiliation with either CAUT or CUPE.

Only ten days passed between general meetings, although for those interested in pursuing collective bargaining, the forty-day window was one-quarter over. The agenda circulated to the membership indicated that the composition of the subcommittee to look

²²LAC, Marie-Claire Pomez Fonds (MCPF), MG31-B25, volume 1-18, Donald C. Savage to D. Owen Carrigan, 25 September 1973; and LAC, CAUTF, MG28-I208, volume 202, St. Mary's Minutes, 1968-71, D. Owen Carrigan to Donald C. Savage, 8 June 1973.

²³Minutes: SMUFA: 9 October General Meeting.

into collective bargaining must represent the diversity of the university's constituent departments, faculties, and schools. Both CAUT and CUPE offered much advice on the composition and function of the subcommittee; as well, each offered to help the subcommittee in its work. Time was short, and the work of the subcommittee required a combination of efforts to produce recommendations to shape SMUFA's evolving position on collective bargaining.²⁴ At the 9 October general meeting, SMUFA moved through an important agenda, which included some significant, if apparently routine, business. The recommendation that SMUFA membership fees remain the same as the previous year was significant because it would make negotiating with the administration for a "check-off" system for dues collection easier.²⁵ Moreover, the final phase of the CAUT investigation on the system of contracts at SMU now required SMUFA to negotiate with the university on the recommendations. The motions put forward by the executive passed easily and represented serious attempts to create a fair system of contracts and mechanisms to interpret their clauses.²⁶ Father Stewart moved the most significant executive motion,

²⁴Obviously, it is important that the negotiating position of the Association be elaborated simultaneously with the exploration of modes of collective bargaining, so that bargaining can occur as soon as the mode of bargaining is determined." See SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA - 1972-73A. Agenda: 9 October 1973 General Meeting of the Saint Mary's University Faculty Association.

²⁵Minutes: SMUFA: 9 October General Meeting. If the amount of money collected by the university on behalf of SMUFA changed, it could develop into a contentious issue that focused not on the legitimacy of SMUFA to charge greater fees, but that collecting higher fees equaled a certification attempt.

²⁶It is important to note that the CAUT investigation and the SMUFA executive's motions included all academic-contracts signed by faculty members at SMU. These included the employment contract signed by appointees to tenure-track positions as well. Most notably of these included a recommendation that non-fulfillment of special conditions should not necessarily lead to the termination of the employment or to necessarily result in a negative tenure or promotion decision.

which declared that SMUFA insist that the *Faculty Manual* be followed when issuing contracts.²⁷

Collective bargaining was a major topic of discussion at the 9 October meeting. The executive reported that there was a lengthy, time-related roadblock because the Chairman of the BOG was ill and unable to conduct university-related business. This was compounded by the news that the Vice-Chairman would be out of town and that a meeting would not be possible before 6 November. President Carrigan, however, was still willing to arrange a meeting between the SMUFA representatives and the remaining members of the BOG prior to the first week of November.²⁸ It is perhaps mere coincidence that on the day of the SMUFA general meeting, *The Journal* published a story that indicated that Carrigan had applied for and been offered the position of President of York University.²⁹ The story indicated that he intended to decline because he wanted to stay at SMU.³⁰ Professors who viewed him as the source of the problem were likely disheartened by this news. Before concluding the 9 October general meeting, Dr. Ansell noted that SMUFA would hold a general meeting after the 6 November Conclave to discuss the results.³¹

²⁷Minutes: SMUFA: 9 October General Meeting. The significance of Father Stewart making the motion is that he was a Jesuit, a former and future Academic Vice-President, and he was a long-serving member of the faculty at SMU.

²⁸*Ibid.*

²⁹Stefan Jensen, Interview with Dr. D. Owen Carrigan, 19 April 2005.

³⁰Pauline Vaughan, "DOC offered job at York U.," *The Journal*, 9 October 1973. Carrigan's original three-year term as President was in its last academic-year and he was negotiating with the BOG for a renewal of that term and dubbed his application to York as part of the normal career path.

³¹Minutes: SMUFA: 9 October General Meeting.

Ansell, as acting president, received some timely advice from Dr. Savage of the CAUT in relation to the formulation of ground rules for collective bargaining. Savage expressed the CAUT position by outlining six topics that any collective agreement should cover. These included academic freedom; procedures for appointments, tenure, promotions, dismissal, and redundancy; salaries, leaves, and fringe benefits; procedures for selecting deans, chairs, and vice-presidents; copyrights and patents; and policies relating to evaluation. Savage hit upon several key points of interest. He suggested that the first, fourth, fifth, and sixth topics could be subject to ratification by the Senate. His letter also outlined a reasonable course of action which, if followed and rejected by the BOG, would leave SMUFA in a position where it "would have little difficulty in persuading the Association to seek certification." Also, if the proposed course were followed, a virtual collective bargaining agreement would have been drawn up. This would serve nicely as the foundation for an agreement negotiated by the faculty after certification.³²

Since voluntary recognition was still a commitment SMUFA had made, the development of ground rules for collective bargaining was a key step down the road to full representation of the faculty. A draft was presented to the general membership at the 25 October 1973 Annual General Meeting of SMUFA. The principles laid down in these rules were straightforward and contained nothing undemocratic or too far out of line for a university setting. Of the six rules proposed, three were fairly obvious and would not require much debate. The first recognized that the agreement was between SMUFA and

³²LAC, MCPF, MG31-B25, volume 1-4, Donald C. Savage to R. Ansell, 15 October 1973

the BOG; the second (number four) was that academic freedom was inviolate; and the last was that the agreement required ratification by the membership of the respective groups. A fourth rule might also be placed in this group: it limited the negotiating teams to three people with the option of bringing in others who could provide knowledge and expertise. The two ground rules that would be a cause for concern for members were the definition of a faculty member and the wide-ranging rule on the topics covered under collective bargaining. Defining who would and would not be in the bargaining unit was critical, and the SMUFA document varied from the CAUT position by including full-time and part-time academics (teaching and/research) but excluding librarians, deans, vice-presidents, and the President. CAUT had long argued that associations needed to represent both librarians and professors. Noticeably absent from the definition were Chairs of Departments, although it is consistent with SMUFA's thinking that they would be included in keeping with a democratic conceptualization of academic departments.³³

The catchall ground rule on topics covered under collective bargaining was sufficiently vague and non-specific to seem complete and without need for alteration. Despite its wide-ranging nature, this ground rule would need further definition if faculty members were to understand completely what aspects of their terms and conditions of employment it would cover:

(3) Topics of Collective Bargaining: Faculty members' terms and conditions of employment, in the broadest sense, shall be the topics of collective bargaining between the Board of Governors and the Faculty

³³SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA-1972-73A, Agenda: Meeting of the Saint Mary's University Faculty Association, 25 October 1973, enclosure.

Association of Saint Mary's University. Any matter in these categories shall be a topic of collective bargaining between the two parties, should either party so desire, when an initial or subsequent collective agreement between the two parties is being negotiated. The duration of the agreements reached by collective bargaining shall be a topic of the bargaining, and the duration jointly agreed to shall be specified in the resulting collective agreement together with all other matters agreed to.³⁴

Some faculty members were still confused about which document governed them, the BOG bylaws or the *Faculty Manual*, the issues that might appear in a voluntarily negotiated collective agreement caused further confusion. Indeed, most professors understood that collective bargaining should reduce or eliminate any confusion surrounding the terms and conditions of employment at SMU.

Professors working on contract were anxious to receive definitive word on the policies and procedures that would govern their renewal. The CAUT investigation committee had made its recommendations, and the SMUFA executive attempted to negotiate their implementation with the university's administration. At the 25 October meeting of SMUFA. Ansell reported on a meeting with Academic Vice-President Gillis and President Carrigan on these issues. There was general agreement that non-fulfillment of special clauses would not necessarily lead to automatic non-renewal. One important concession was that the administration conceded that two-year contracts were not terminal, even if the university used that term. Despite these concessions to SMUFA on the procedures to be followed in contract renewals, the President "flatly refused to give

³⁴*Ibid.*

reasons for non-renewal.”³⁵ In keeping with the historic prerogatives of the President, the Academic Vice-President reminded those at the meeting that the President still had the power to veto any decision. The continual insistence on not providing reasons for non-renewal was an issue that neither SMUFA nor CAUT believed should be accepted.³⁶ The importance of reaching agreement on the handling of the renewal of contracts was important to many at SMU. This was especially true for the Philosophy Department, which wished to renew one of its contractual professors. President Carrigan suggested the department had hired “local nobodies” to fill positions, a charge to which members of the department took offence.³⁷

On 23 October the SMUFA executive met with members of the BOG to discuss the draft ground rules for collective bargaining. According to Ansell, the BOG members made reasonable suggestions throughout the two-hour meeting. Indeed, the BOG members extended an invitation to Savage to make a thirty-minute presentation on the issue of collective bargaining at the 6 November meeting between the SMUFA representatives and the BOG. In his report Ansell called Carrigan “much less conciliatory than the other Board members.”³⁸ Nonetheless, the 23 October meeting provided a sound platform for the

³⁵SMUFUOF, Minutes and Memos – Faculty Association – 73, Minutes: 30 October Annual General Meeting.

³⁶Savage to Carrigan, 25 September 1973.

³⁷SMUA, AMF, Philosophy Department Series, 1956-1977 (PDS), 5.15, 1999.23E, Philosophy Dept. 73-74, H. Lackner to Members, Department of Philosophy, Minutes: 19 October 1973 Department Meeting.

³⁸Minutes: 30 October Annual General Meeting.

meeting that would take place on 6 November. At that time the SMUFA executive hoped that collective bargaining could commence. Not all faculty members were so sanguine, since some believed that governing boards relied upon the advice of the President. Despite these concerns, the SMUFA executive at the 25 October general meeting received the support of the general membership on the ground rules for collective bargaining.

SMUFA tried to guide collective bargaining safely through these stormy waters. It was crucial for the Association to ascertain, with certainty and credibility, the attitudes of faculty members on collective bargaining in order to demonstrate to the BOG that it had the support of its members. To gauge this support, the executive called for a referendum at the 25 October general meeting. The motion read: "[T]here be a referendum on the General Principle that the Faculty Association should be the sole collective bargaining agent with the Board on the terms and conditions of Faculty Members' Employment." This was followed with a successful motion limiting voting to only those individuals who were members of SMUFA.³⁹ No date was set at the general meeting, but the executive sent out the referendum ballot to each faculty member with instructions to mark their vote and to use the double-sealed envelope when returning the ballot. The voting process ended on 5 November, in time for the 6 November meeting between the BOG and the SMUFA executive.⁴⁰ Ansell also sent a letter to all faculty members explaining the purpose of the referendum, who was eligible to vote, and the implications of potential outcomes. In his

³⁹ *Ibid.*

⁴⁰ SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA – 1972-73A, Inter Office Memorandum. No date, subject, sender, or identified recipient are explicitly stated on the memorandum, but it is clear that it was destined for all members of the SMUFA.

letter he argued that "there are those who try to show that the Faculty Association does not enjoy genuine support by pointing out that most meetings are not well-attended, even though the overwhelming majority of faculty members belong to the Association."⁴¹ The two most important points in the letter were that demonstrating widespread consultation with faculty members via a referendum was necessary and that a yes result did not explicitly mean support for unionization but merely that an individual wished to have SMUFA act as a collective bargaining agent.

The development and promulgation of bylaws by the BOG continued throughout this period. Creating a bylaw to govern departmental chairs did not take place until the autumn of 1972 when, upon the invitation of the Chair of the BOG's Committee on Bylaws, Senate proposed an *ad hoc* committee on departmental chairs. This committee began meeting in November and in March 1973 circulated a draft to faculty members for ideas, information, and consideration.⁴² The position of departmental chairs was contentious for several reasons, not least of which was whether chairs derived their authority from faculty members or the Dean and Academic Vice-President. Disagreement emerged because of the confusion it generated between the by-laws promulgated by the BOG and faculty insistence that the *Faculty Manual* was a governing document. The

⁴¹SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA - 1972-73A, the Vice President of the Faculty Association to All Faculty Members, 26 October 1973.

⁴²SMUA, DJWF, 2001.003.1, Series 7-4, Faculty Association - 1970-74, Report From the Executive Committee of S.M.U. Faculty Association to Faculty on Promotions and Chairmanship Bye Laws. The committee was comprised of the Academic Vice-President, the Dean of Commerce, Dr. Monahan, Dr. G. Mitchell (Chemistry), and Ms. M. MacEachern (student representative). Ms. MacEachern would eventually be replaced by Mr. Hoyt by the time the committee made its formal recommendation on the bylaw at Senate almost one full year after first being proposed.

document that the committee sought to rework for Senate approval came into effect on 26 April 1971. In this version the chair was appointed for two years with a possible final reappointment for an additional two years. Most important, it included the definition of the chair as being *primus inter pares* in the department.⁴³ When the committee made its final draft available to the Senate on 26 October 1973, there was a great deal of discussion and many proposed amendments to reflect existing practice and the desire of faculty members to ensure that their chairs were truly *primus inter pares*. The draft did not contain those words, but it did codify the principle into the terms of reference for chairs. An amendment to include specific reference to the chair's role in the department noted: "Although responsible for communication, organization and administration within the Department, the Chairman remains a scholar for whom teaching and research are also fundamental responsibilities."⁴⁴ It is also important to note that the committee that would select the chair consisted of three department members, the Dean, and the Academic Vice-President as a voting chair.

Most professors took advantage of the opportunity to vote in the referendum. A high rate of participation legitimized the results and the ability of SMUFA to act as a collective body. One hundred faculty association members sent in completed ballots. They were encouraged to indicate to the SMUFA executive their desire for inclusion in

⁴³SMUA, AMF, PDS, 5.12, 1999.23E, Philosophy Dept. 71-72, 1.300 Academic Administrative Officers. The language in this set of bylaws appears that it may have, at least, been derived and/or copied from the *Faculty Manual*.

⁴⁴SMUA, Senate, Minutes, Vol. 8 (3 May 1973-7 February 1974), Minutes of the 161st Meeting, 26 October.

SMUFA's bargaining unit.⁴⁵ The result was ninety-two in favour and eight against. Armed with a conclusive message from the faculty, the executive met with the BOG's representatives, who agreed to take the proposal to the next BOG meeting on 12 December. Carrigan insisted that should the BOG accept the amended ground rules, collective bargaining should begin immediately thereafter.⁴⁶ The BOG now agreed to include professional librarians in the definition of a faculty member, although it excluded the Chief Librarian. Under "Topics of Collective Bargaining," the reference to "broadest sense" was removed, giving the clause a much tighter definition; otherwise, the topics for collective bargaining was virtually unchanged. Under the "Negotiating Teams" clause, the a specific reference was added to allow "any lawyer or any official of such parent bodies as A.U.C.C. or the C.A.U.T." as eligible to serve on the negotiating team, but the size of the team was still capped at three members.⁴⁷ The SMUFA executive indicated that ratifying the ground rules was necessary for its membership because the referendum was on a principle and not the actual rules. In anticipating ratification, the SMUFA committee

⁴⁵Librarians and Deans were eligible for membership in the SMUFA, and some were members, but the ground-rules for collective bargaining would exclude them from membership. Because the referendum process had already begun it was impossible for the SMUFA to alter the list of eligible voters to exclude those Professional Librarians and Deans who were members of the SMUFA. See SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining - SMUFU - 1973-1975, Vice President of the Faculty Association to Professional Librarians and Deans, 29 October 1973. In Neil Sampson, "Faculty Association holds referendum," *The Journal*, 12 November 1973, the vote is listed as one hundred in favour with eleven against; however, Sampson incorrectly listed Ansell as having the first name Ronald, instead of Robert.

⁴⁶SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining - SMUFU - 1973-1975, the Executive Committee of the Faculty Association to All Faculty Members, 8 November 1973.

⁴⁷SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining - SMUFU - 1973-1975, D. Owen Carrigan to Deans of all Faculties, 8 November 1973.

solicited recommendations for the collective bargaining agreement proposal. The executive was clear that the current situation would not necessarily prevent the membership from seeking formal certification under the *NSTUA*.⁴⁸

In short, collective bargaining received the support of the faculty members at SMU through a referendum that clearly supported SMUFA as their bargaining agent. SMUFA received the support of CAUT through the presence of Dr. Savage. His ability to assure professors at SMU of the support of CAUT was important to SMUFA. As collective bargaining was set to take place in one form or another between the faculty and the BOG, Savage wrote an informational letter to SMUFA members on 13 November 1973. Although some faculty may have had concern that collective bargaining would focus on monetary issues, he stressed CAUT's position that "proper procedures" were the most important aspect of a professor's terms and conditions of employment. A collectively bargained agreement should state "precisely the rights and responsibilities of all in the particular university and provide the mechanism for mediation and final adjudication in disputes." No reference to monetary issues appears in Savage's letter. "Such a document must lay out reasonable procedures for appointment, renewal, promotion, tenure, dismissal with cause, cutbacks, copyrights and patents, etc." He also assured faculty members that what SMUFA was proposing was consistent with the Canadian university experience. Moreover, he reminded them that the BOG could legally engage in collective bargaining

⁴⁸The Executive Committee of the Faculty Association to All Faculty Members, 8 November 1973.

with SMUFA outside of the *NSTUA* as outlined in the *SMU Act*. Interestingly, Savage suggested that a collective agreement would most likely increase faculty morale.⁴⁹

SMUFA began planning for negotiations immediately after the 6 November meeting with the BOG. As instructed by the membership, the SMUFA executive assembled a Collective Bargaining Committee (SMUFA-CBC) to prepare for the talks. This was a judicious decision given Carrigan's indication that if the BOG accepted voluntary recognition, collective negotiations would begin immediately following the 12 December BOG meeting. While Savage did not highlight monetary issues, SMUFA-CBC assigned Professor Margaret Harry as the committee member in charge of drafting proposals concerning fringe benefits. Ansell was to be responsible for issues relating to organization, in particular the duties of chairs and working conditions. Dr. Jack Ginsburg, the SMUFA President, was responsible for tenure, promotion, renewal, hiring, dismissal, economic cutbacks, and contracts; Professor Shripad Pendse had responsibility for leave of absences, sabbaticals, and copyrights and patents; and Professor Urhan Merdsoy was placed in charge of issues concerning grievances, arbitration, and "enforcement mechanisms for the collective agreement." Faculty members were encouraged to submit ideas on these issues to the respective area head for consideration.⁵⁰ SMUFA took a cautious approach to this work because they realized that SMUFA members were

⁴⁹SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA - 1972-73A, Donald C. Savage to Faculty Member, 13 November 1973.

⁵⁰SMUA, DJWF, 2001.003.1, Series 7-4, Faculty Association - 1970-74, Collective Bargaining Committee of S.M.U. Faculty Association to All Faculty Members, 19 November 1973.

genuinely unsure about what the next few weeks might hold in relation to their collective bargaining position.

Carrigan recognized that Deans were normally acknowledged to be members of the administration rather than members of the faculty. This was due in part to the fact that decanal appointments originated from the BOG in the same manner as the President. Accordingly, President Carrigan circulated the ground rules to the Deans and asked for their "advice and guidance as to what position the Administration should take" on collective bargaining.⁵¹ As part of the desire to gather as much advice and information as possible on collective bargaining, the President, with the approval of the BOG, engaged four different individuals as consultants to provide recommendations on collective bargaining in advance of the 12 December BOG meeting.⁵² The "Academic Administrative Officers" met on 4 December to discuss the consultants' reports, including an extensive one written by D.D. Carter of Queen's University, which recommended not accepting the

⁵¹Carrigan to Deans, 8 November 1973.

⁵²Professor Carter's report would be taken as the representative report (*The Carter Report*) for two valid reasons. The first reason was that Carter's expertise in the area of collective bargaining for Canadian universities and their faculty members was well-established by virtue of his co-authoring with B.L. Adell, *Collective Bargaining for University Faculty in Canada* (Kingston: Industrial Relations Centre, Queen's University, 1972). The second reason for utilizing *The Carter Report* was because all of the consultants' final recommendations were similar. *The Carter Report* was submitted to President Carrigan from Kingston on 23 November, but was not circulated to the Academic Administrative Officers prior to their 4 December meeting. SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining – SMUFU – 1973-1975, D.D. Carter to D. Owen Carrigan, 23 November 1973; and D. Owen Carrigan to All Deans, 20 December 1973, *The Carter Report*. SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining – SMUFU – 1973-1975, Meeting of Academic Administrative Officers, 4 December 1973. The academic administrative officers included the President, Academic Vice-President, Vice-President Finance and Administration, and the five deans. The minutes from this meeting were marked Confidential.

SMUFA's proposed ground rules for collective bargaining. The group also identified the effectiveness and tenacity of Savage:

The President advised that it is becoming increasingly difficult to deal with the Canadian Association of University Teachers through its Executive Secretary, Dr. Donald C. Savage. He cited examples indicating a distinct prejudice towards Saint Mary's University on the part of Dr. Savage. Dr. Carrigan stated that it was his intention to bring this problem to the attention of the President of the CAUT. It was suggested that Dr. Carrigan make the entire university community aware of the problem by sending copies of his letter to the Association of Atlantic Universities and the Association of Universities and Colleges of Canada.⁵³

This reveals many interesting layers of the SMU experience during this period. Individual faculty members voiced their displeasure with outsiders interfering with their university in a manner that, to them, was unseemly and inappropriate.

In his report Professor Carter examined several key areas relating to SMU, its faculty, and collective bargaining outside of the *NSTUA*. He identified two methods of collective bargaining that were possible: co-operative and regulated bargaining.⁵⁴ Carter believed that four questions needed to be answered before choosing between the models:

First, there is the question of whether any member of faculty can be considered as an employee, as that term is defined in the Trade Union Act. Second, there is the question of whether at least some faculty members

⁵³ Carrigan did write to the President of the CAUT about the performance of Savage at SMU. The CAUT President, Evelyn Moore, responded to Carrigan's letter, which included the 13 November 1973 information letter circulated to faculty members at SMU from Savage. President Moore did not agree with Carrigan's assessment of the situation or of Savage's professional behaviour while at SMU. See LAC, CAUTF, MG28-I208, volume 202, St. Mary's Minutes, 1968-71, Owen Carrigan to Donald Savage, 4 December 1973, Owen Carrigan to Evelyn Moore 1973, and Donald Savage to Jack Ginsburg, 12 December 1973; and LAC, CAUTF, MG28-I208, volume 343, St. Marys [sic] (up to June 30/75), Evelyn Moore to Owen Carrigan, 18 February 1974.

⁵⁴ Carter presupposed for the purpose of his report that a faculty member was an employee under the labour legislation. Also, he stated emphatically that his opinion was not that of a lawyer in this case and that the university should contact a labour lawyer to assist it in determining a definitive course of action.

might fall outside the Act because of the management-related functions that they perform. Third, there is the question of whether the Faculty Association, as it is presently constituted, can be considered as a trade union as defined in the Act. Fourth, there is the question of whether certain forms of co-operative collective bargaining might have the effect of invoking the Trade Union Act.⁵⁵

Carter did not provide direct answers to these questions because they required advice from a lawyer familiar with the *NSTUA*. He suggested that SMU should ask its attorney to report on the applicability of the *NSTUA*. Both models of bargaining that Carter laid out had advantages and disadvantages that the administration would need to consider before making a final recommendation to the BOG. Regulated bargaining under the *NSTUA* had the advantage of firm rules that included an arbitration mechanism. Carter argued that the legislation was only pro-labour in the organizing stages but that following certification it favoured the employer. The disadvantages were over the question of whether faculty members were employees under the Act and whether the conflict-based nature of the legislation was suitable for the university context. Co-operative bargaining would be similar because, if it were adopted, Carter believed that it might cause the agreement to fall under the *NSTUA*, even if this was not intended.

Carter identified university governance as the primary source of faculty discontent. He suggested that they were "not content with the shared authority approach" as it currently existed at SMU. Because of the enormous impact of the *Duff-Berdahl Report*, managerial authority at Canadian universities had become more diffused throughout its

⁵⁵*The Carter Report*, 1-2. Underlining in original.

various constituencies.⁵⁶ Since shared managerial authority was a contentious issue, Carter discussed it in relation to labour legislation and the conflict-based model of collective bargaining. He argued that collective bargaining would erode the tradition of shared managerial authority because the employer held, *de facto*, most of the power. If the university were to enter co-operative bargaining with SMUFA, it might be possible to construct an agreement to preserve existing power relationships. However, given that co-operative bargaining would maintain faculty members on the managerial side of the equation, avoiding conflicts of interest at the bargaining table would not be easy. Duff and Berdahl argued that attempts "at co-operative collective bargaining may simply serve to temporarily disguise the fundamental incompatibility of the two structures and, in the long run, lead to frustration." Despite this warning, Carter acknowledged that co-operative bargaining would allow the two sides to restrict the issues upon which to bargain. Nonetheless, Carter stridently argued that the administration exercise tight controls over governance if it was to administer the university effectively. This line of argument was followed consistently throughout the report and reflected his unease about compulsory or binding arbitration as a replacement to the strike/lockout situation. Carter suggests that binding arbitration might induce the parties not to bargain as seriously as possible because of the knowledge that a third party could make the final decision.⁵⁷ He suggested that final

⁵⁶Sir James Duff and Robert O. Berdahl, *University Government in Canada: Report of a Commission Sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada* (Toronto: University of Toronto Press, 1966).

⁵⁷This process is premised upon both the union and employer agreeing to it prior to negotiations or include it as the dispute resolution mechanism in their collective agreement. In this process both the union and the employer submit a final draft of the collective bargaining agreement or final drafts of specific

selection binding-arbitration was better since it allowed the university to justify its inability to grant a substantial salary increase and potentially to sway the arbitrator into selecting its final offer rather than that of the faculty union.⁵⁸

In concluding his report Carter suggested that the most prudent course of action was not to grant voluntary recognition or engage in collective bargaining outside of the *NSTUA*. His recommendation was logical because of the weight he placed upon the legal structures that regulated collective bargaining. He summarized by reiterating that co-operative collective bargaining left too many unanswered questions and that the grey areas it exposed might lead to a legally enforceable agreement under the *NSTUA* rather than a private pact between the university and SMUFA. While he recognized that a rejection of co-operative bargaining might increase faculty support for regulated collective bargaining, he noted that "faculty may choose the present system of shared authority over regulated collective bargaining." He also insisted that the university should not fear regulated collective bargaining because it provided a legal regime that favoured the employer, and that this could further strengthen and formalize the authority of the administration.⁵⁹ This recommendation formed the basis of President Carrigan's deliberations as he formulated

sections that they could not agree upon during negotiations. An arbitrator would examine both submissions and select one or the other. The arbitrator's selection would be binding upon both parties.

⁵⁸*The Carter Report*, 3-10.

⁵⁹*Ibid.*, 18-19.

his presentation to the 12 December BOG meeting. The content of Carter's report soon became well-known across the campus through a front-page story in *The Journal*.⁶⁰

On the same day that the Academic Administrative Officers were discussing Carter's report, SMUFA held a general meeting to ratify the ground rules for collective bargaining. At the 4 December meeting the membership ratified the ground rules. In an effort to keep the Chair of the BOG updated on the SMUFA's position, President Ginsburg wrote to Austin Hayes on 8 December, providing a summary of the motions passed. The BOG was scheduled to meet on four days later to discuss the ground rules for voluntary collective bargaining, which Ginsburg believed provided for a reasonable basis for future negotiations:

We are confident that reasonable discussion free from the counterproductive effects of an adversary approach will show that the Board and Faculty Association are not as far from agreement as may be believed. The goal of the Faculty Association in these negotiations will be to establish conditions which will permit the Faculty to pursue their proper academic functions efficiently, with reasonable security, and with maintenance of the principle of academic freedom.

The BOG's meeting took place after the 1 December deadline imposed by SMUFA members. Ginsburg took this untenable deadline into consideration. While documentary evidence is limited, it is likely that he took it upon himself to extend the deadline until the BOG could meet. The BOG's decision would trigger the next step regardless of the outcome. Ginsburg concluded his letter with a not-so-subtle reminder of what a negative decision would mean:

⁶⁰Pauline Vaughan, "The Carter Report on faculty unionization: Admin. should offer faculty option," *The Journal*, 5 December 1973.

As you see, application for Faculty Association certification under the Trade Union Act, with all the accompanying bad publicity, confrontations, and with the freezing of the Faculty and Board of Governors into an adversary position is a very real possibility if the Board fails to Ratify the agreement. We see ratification as initiating an opportunity to establish a model for Faculty-Administration relations which will greatly enhance the reputation of the entire University Community. Let us agree, then, to explore new patterns of cooperation which will enable both the Faculty and the Board to perform their proper functions in the University and attain their common objectives.

The stage was now set for the meeting of the BOG, which SMUFA now clearly identified as the single most important event in determining the future of the university. SMUFA designed this tactic to pressure the BOG into accepting voluntary recognition. Accordingly, Ginsburg expressed his concern that the BOG should concentrate on maintaining a positive image not only within the SMU community but also within the broader academic, Haligonian, Nova Scotian, and Canadian contexts.⁶¹

The events that led to the BOG's meeting to discuss SMUFA's ground rules for collective bargaining were dramatic, rhetorical, and apparently seamless. The 12 December meeting appeared to some as a formality to rubber-stamp the recommendations contained in the Carter report. In the end, the BOG did not deviate from those recommendations. On the following day, the BOG's Secretary, Academic Vice-President D. Hugh Gillis, informed Ginsburg of the BOG's decisions, which were contained in three motions:

I. That the Board of Governors not accept the collective bargaining proposal submitted by the Executive of the Faculty Association.

⁶¹LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, Jack. L. Ginsburg to Austin Hayes, 8 December 1973.

2. That the Board offer to negotiate with the Faculty Association on salary scales, pension plans, and related fringe benefits.
3. That, while the Faculty have expressed over a broad range of issues, the present procedure for the formulation of by-laws seem to be of special concern. In view of this, the Board offers to meet with the appropriate officers of the Faculty Association for the purpose of discussing a mutually satisfactory arrangement for the future formulation of University by-laws.⁶²

These motions received a mixed response from SMUFA members because monetary issues were separated from those relating to bylaws and governance. At a meeting on 13 December, SMUFA formally instigated the process of moving the faculty to seek certification under the *NSTUA*.

Some professors had advocated certification because their relationship with the administration and the BOG was slipping out of their control. The 13 December meeting was well attended, with at least fifty-one members present. The executive recommended rejecting the BOG's offer to negotiate monetary issues but suggested accepting the offer to negotiate on bylaws. The membership, however, reversed these recommendations. They felt that nothing was wrong with negotiating monetary issues while seeking certification. A motion directing SMUFA to seek certification under the *NSTUA* passed with only two dissensions and four abstentions. Through this motion the faculty directed SMUFA formally and irreversibly to begin the certification process.⁶³ During the debate, some members raised various issues surrounding certification, such as eligibility and the

⁶²LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, D. Hugh Gillis to Jack Ginsburg, 13 December 1973.

⁶³SMUFUOF, Minutes and Memos - Faculty Association - 74, Minutes: General Meeting, 13 December 1973.

invitation to negotiate a by-law formulation procedure. This discussion was manifested in the motions proposed.

The general members reacted negatively to the executive's motion not to negotiate monetary issues in favour of first negotiating by-law formulation. The yearly announcements about faculty remuneration had become routine, but professors nonetheless experienced uncertainty and trepidation each year. No clear indication of this is found in the minutes of the meeting, except for the clear belief that the members believed that there was no room to negotiate on salaries given the tight budgetary conditions at SMU. The general members did not agree with the executive motion to reject negotiating with the BOG on monetary issues; they passed the motion unanimously. Dr. Pendse succinctly argued that negotiating the monetary issues with the BOG did not preclude SMUFA from seeking certification.⁶⁴

By-laws promulgated by the BOG since the passage of the *SMU Act* had not been done in a manner that was conducive to achieving faculty support. Academics believed that the BOG was ignoring their rights when it announced that it was altering or creating regulations governing the terms and conditions of employment. This concern transcended rank, tenure, and years of service. This feeling was widespread was because SMUFA correctly identified that the BOG's behaviour reflected an administration that was unwilling to seek faculty input on topics that traditionally had been discussed with the faculty. At the general meeting professors discussed what the wording of the BOG's offer

⁶⁴*Ibid.*

truly meant in the context of good-faith negotiations. Since the BOG's offer did not include specific reference to renegotiating existing by-laws, some argued that it was acceptable only as a go-forward agreement. Without the possibility of revisiting some of the more contentious by-laws, part of the membership doubted that negotiating by-laws on a go-forward basis was an offer worth accepting. They moved instead to "discuss the formulation of future Bye-laws," but only with "the proviso that discussions on Bye-laws include current Bye-laws." The vote on this motion revealed a split in the membership; the final tally was eighteen in favour, twenty-seven against, and six abstentions. Those faculty who believed that the BOG's offer was all-inclusive suggested that negotiating could lead to enough change to make it worthwhile.⁶⁵

The SMUFA executive had formulated and distributed a set of referendum motions for discussion at the meeting.⁶⁶ These motions set forth a concrete outline of how the SMUFA referendum on certification would take place and were designed both to placate members and to resolve the rival claims to representation that CAUT and CUPE would

⁶⁵*Ibid.*

⁶⁶The executive motion outlined four steps toward certification:

1. CUPE and CAUT will send cards on the 31st of January to all faculty members for signing in accordance with Labour Relations regulations.
2. Faculty members desiring certification will send either a signed CUPE card or a signed CAUT card to the executive committee of the Faculty Association.
3. On February 15th, 1974, the executive committee will count the signed cards and urge those who signed the cards of the organization with the fewer signed cards to destroy those cards, and sign cards of the other organization.
4. If and when either CUPE or else CAUT cards have been signed by a majority of faculty members, the cards will be handed over to the organization enjoying majority support so that it can seek certification on behalf of the Faculty Association."

See SMUFUOF, Minutes and Memos – Faculty Association – 74, Appendix to Minutes: General Meeting 13 December 1973.

likely make. The referendum proposal provided that both organizations would allow faculty members to sign cards supporting one or the other. The collection of cards would cease on 15 February 1974. Whichever group failed to secure a majority would urge its supporters to destroy their original cards and sign a card with the other organization so that the request for formal certification could go to the NSLRB with as many cards as possible. This motion passed with only four abstentions. The motion likely was acceptable for two reasons. The first was the uncertain status of faculty members as employees under the *NSTUA*. This concern was due in large part to the fact that SMUFA would be the first faculty association to seek certification under the Act. Despite assurances that the precedents set in British Columbia and Quebec should clarify the issue, some faculty members believed that the strongest foot should be placed forward. The second line of argument that emerged was that SMUFA was still in charge of its members' destiny. If the organizing drives of either CUPE or CAUT were to succeed, it would be under the direction, guidelines, and oversight of SMUFA.

December 1973 ended with a faculty heading toward unionization despite the best efforts of all those involved in the process. The BOG felt confident that it had done what was best for SMU. The decision may have been easy for some and difficult for others. Procuring reports from various consultants eased the minds of those on the BOG who may have been unsure of the basis they could use to reject collective bargaining. The Carter report contained enough justifications to reject SMUFA's requests. CAUT and CUPE organizers had been on campus during the autumn and were slowly building their own

momentum to represent faculty members as a formally certified union. The presence of the organizers and the rhetoric they used to convince professors that unionization was attractive appeared to be gaining ground as the administration continually refused to acquiesce to SMUFA's requests for meaningful voluntary negotiations. For some at SMU, the process may have seemed too fast or too slow, depending upon their willingness to support unionization.

Organizing the Faculty Into a Union: CUPE and CAUT

Tentative steps toward organizing the faculty into a recognized bargaining unit began in the autumn of 1972 and continued erratically through to the winter semester of 1974. Attempts to shape SMUFA into an eligible bargaining unit under the *NSTUA* began in 1973 with overtures to CUPE and CAUT. SMUFA invited both to come to SMU to discuss collective bargaining. Each group used their histories and reputations to try to sway professors to accept its position. The messages sent to faculty members reveal a great deal about the difficulties that professors considered as they thought about certification. Card-signing was set to begin at the end of January 1974. Both organizations prepared for their respective campaigns with the awareness that they were engaged in a unique and high-stakes drive. The results would have repercussions across Canada for faculty members at other universities considering collective bargaining. While faculty members were anxious to resolve the issue of certification, the BOG was also experiencing pressure

from all sides to maintain a sound administration and control over the university, not least from its own members.

Some of the participants feared that an adversarial model of faculty-administration relations would ensue if certification was successful and that this would alter irrevocably the very essence of the university. Individuals, associations, and groups at SMU during the certification process adopted adversarial positions on the issues surrounding collective bargaining. Some professors opposed unionization to the point of being willing to file interventions with the NSLRB to prevent CAUT and CUPE from organizing.⁶⁷ SMUSA, in a position not taken before by a students' association, also filed an intervention to prevent the faculty from forming a union.⁶⁸ The weeks leading up to the involvement of the NSLRB in the certification of SMU faculty members also revealed the disorganization and desperation of the administration as it attempted to outmaneuver and thwart certification.

Carrigan emerged from the 12 December BOG meeting to announce to his administrators that the administration was to move "towards the cooperative preparation of a Faculty Handbook."⁶⁹ It is unclear what might be included, except that it is possible that

⁶⁷Opposing the CUPE application was the SMU, SMUFU, SMUSA, and five faculty members: Jean Marie Chard (History), Roderick Fredericks, Sandor Halebsky (Sociology), Howard Moffat, and John MacCormack (History). Against the CAUT application were SMU, SMUSA, CUPE, and a single faculty member, Donald J. Weeren (Dean of Education), who was not among the five opposing the CUPE application.

⁶⁸SMUFUOF, Certification - 1973-74, Notice of Intervention, John Stuart. Stuart was the President of the SMUSA.

⁶⁹SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining - SMUFU - 1973-75, Owen Carrigan to All Deans, 2 January 1974.

Carrigan believed that the unionization drive would fail and that the administration would need a handbook similar to the *Faculty Manual* to serve as an operating document. The BOG took an even more direct approach. Believing that a misunderstanding had taken place following its rejection of the ground rules, on 9 January it issued a letter to all faculty members outlining the reasons it favoured a co-operative approach. On the contentious issue of by-law promulgation, the BOG's indicated that it was prepared to negotiate "the formulation of by-laws, with a view to developing a method, different from the present system, that might be satisfactory to the Faculty Association and mutually acceptable to both parties."⁷⁰ The letter, however, was silent on the question of whether existing by-laws could be renegotiated. While some faculty doubtless believed that entering into such negotiations was appealing, the offer was not enough to staunch the momentum toward unionization.

Professor Crowther, past-president of SMUFA and a member of the Board of CAUT, broke his "silence" on certification with a three-page letter to faculty on 23 January. His self-imposed silence, however, would not have altered the perception of faculty members. In his letter he outlined the struggles between SMUFA and the BOG since the inception of the *SMU Act*. While he did not say so explicitly, he implied that most of the strife occurred after Carrigan's arrival. His main argument, though, was that CUPE was different than the CAUT-SMUFA. He argued that SMUFA would request that the NSLRB conduct a referendum among the faculty to determine whether it desired

⁷⁰SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining - SMUFU - 1973-75, Board of Governors to All Faculty Members, 9 January 1973.

certification under the *NSTUA*.⁷¹ This demonstration of respect for SMUFA and, by extension, for individual faculty members targeted those who believed that one of the problems with unions was that they were too aggressive, invasive, and disrespectful of local circumstances. For those who did want to see the certification drive fail completely, they may have persuaded some that signing a CAUT card could prevent CUPE from winning, while giving them a second opportunity to oppose unionization by voting no on the CAUT-requested referendum.

On 21 January Carrigan sent out a notice to all members of the Assembly of Faculty that a request had "been received, signed by the required number of faculty members, for the convening of the Assembly of Faculty, 'for the purpose of discussion and action relating to the question of certification of the Faculty for the purposes of Collective Bargaining.'"⁷² The meeting was set for 26 January at 10:00 a.m. because Senate was meeting that afternoon. Senate's agenda included important topics of faculty concern relating to academic employment. Before the meeting took place, a political science professor, Dr. Levesque, wrote an impassioned letter to faculty that brought to light several problems with Carrigan's announcement of a meeting of the Assembly of Faculty. Levesque argued that the President's reference to the required number of signatures was disingenuous because the BOG has not promulgated a by-law or ratified a constitution for

⁷¹SMUA, AMF, FAS, 4.7, 1999.23D, On the Matter of Certification, Roger Crowther to All Faculty Members, 23 January 1973.

⁷²SMUA, DJWF, 2001.003.1, Series 7-5, file 2 of 2, Collective Bargaining – SMUFU – 1973-75, D. Owen Carrigan to All Faculty Members, 21 January 1973.

the Assembly of Faculty, thus making the announcement invalid or at least misleading.⁷³ The proposed constitution specified that such a meeting could result either from a written request by fifteen faculty members or by a decision of the Chair of the Assembly (Carrigan).⁷⁴ But since no formal constitution yet existed, Levesque raised several questions relating to the proposed meeting. Of greatest importance was that a meeting of faculty members in the presence of academic administrators was problematic under the *NSTUA*. He based this conclusion on his belief that the law prohibited employers from calling a meeting of employees to discuss unionization because it allowed the former to exercise undue influence. One rumor he addressed in his letter he described as follows:

The other rumor that is quite persistent is that one member of the administration is visiting various departments and giving anti-certification speeches. If this is true, this is a clear violation of the Trade Union Act. And I must say that the method used to call this meeting appears to lend credence to these rumors.

Dr. Levesque concluded by alleging that those responsible for calling this meeting were "tampering" with the rights of the faculty.⁷⁵

Despite this protest, the meeting of the Assembly of Faculty went ahead. At the meeting a discussion was held on collective bargaining in its broadest sense with

⁷³SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining – SMUFU – 1973-75, Dr. R.C. Levesque to All Faculty Members, no date.

⁷⁴See for the background on the absence of a Constitution, SMUA, DJWF, 2001.003.1, Series 7-3, Faculty Manual – 1969-1971, Edmund Morris to All Members of Faculty, 19 March 1971; and Committee on Constitution, Faculty Assembly to All Members of Faculty, 14 April 1971. There is no indication in the extant archival material that the BOG did, in fact, ratify the results of the vote, nor is there an indication of the outcome of the vote.

⁷⁵Levesque to All Faculty Members, no date.

references to the SMU situation. No minutes exist, but Dean Weeren produced a "footnote" to the meeting in which he contended that the suspicion that the administration called the meeting to propound an anti-union message was untrue. He believed that this suspicion partially explained why no substantive discussion on certification took place. While he was a member of the administration, he suggested that there was no official position for or against certification. Nonetheless, he made his personal position clear:

The suspicion is instructive because it is symptomatic of a gulf of mistrust between at least a segment of the faculty and the administration. The administrators are seen across this gulf as opponents of faculty, whereas in fact they are fellow academics, charged for a period of time with a leadership role in the University. They discharge this role more or less well; they make mistakes; they commit sins of deed and omission like other human beings. But they are not on principle or characteristically antagonistic to faculty and hence to be held in suspicion. A big question to ponder is whether unionization would serve to bridge the gulf of mistrust or to widen it and increase the numbers of faculty affected by it.⁷⁶

His sympathy toward the academic-administrator is one that few faculty members would have accepted and is best thought of as a personal reflection on the style of academic leadership that he aspired to in Education. Many found themselves in favour of unionization because they could see little to no connection with those serving in the academic administration.⁷⁷

⁷⁶SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-75, A Footnote to the Meeting of the Assembly of the Faculty, Donald J. Weeren, 26 January 1974.

⁷⁷The Academic Administration at SMU attempted in October 1973 to create a separate space for themselves with the McNally Building. They placed signs informing individuals that the hallway was for "Academic Offices Only" and that there was "No Thorough Way Please." While no one actually headed the messages printed on these signs, it is suggestive that traffic in the hallways outside the academic administrators' office was so disruptive that they desired to keep them clear. See Karen Dunphy, "Signs," *The Journal*, 23 January 1974.

A member of *The Journal* staff wrote an informative summary of the Assembly of Faculty meeting in the 30 January 1974 issue of the student newspaper. While Carrigan circulated the announcement of the meeting and would have acted as Chair of the Assembly, Academic Vice-President D. Hugh Gillis acted as chair *pro tem* at the start of the meeting. It was difficult for some faculty members in attendance not to view it as an exercise in the abuse of administrative authority. Dr. Gillis hoped that the meeting could take place because it was to discuss an issue of common interest to the group, which was ill-defined without a formal constitution. The Assembly of the Faculty, however, included all those whose positions at SMU were in the academic realm. As such, it included administrators because each held a secondary appointment to a department, even if they did not exercise it. The majority did not accept this reasoning and voted to replace Gillis as Chair with Professor Guy Chauvin (Political Science). The article concluded that although the meeting allowed for a discussion, the issue of certification would be settled through the balloting process that was set to commence on 31 January.⁷⁸

During this turbulent period students had mixed emotions about faculty certification. Sympathy with the faculty's desire to obtain reasonable control over their terms and conditions of employment was tempered by the recognition that a faculty union could result in strikes which might jeopardize their academic progress. The editor of *The Journal* used the analogy of a sandwich to describe the position of students. While this

⁷⁸"Faculty To Vote On Certification," *The Journal*, 30 January 1974.

view did not reflect the thinking of all students, it provided an insightful overview of students' predicament:

The administration is looking out for the administration and the faculty is looking out for the faculty, but who is looking out for the students? Not the students, because we are not told what is happening. Obviously it is not the administration or faculty, they are too busy looking out for themselves. If the faculty is successful they will force up the faculty salaries and guess who pays higher tuition? If the administration is successful they will force down faculty enthusiasm and guess who gets an even more watered-down education? We the students are caught in the middle while the faculty and administration are preoccupied with buttering their own bread.⁷⁹

While the linking of salary increases with tuition might not have been literally true, uncertainty over the impact of faculty unionization was evident among most of the student body. This uncertainty was compounded by the SMUFA motion which asked the losing card-signers to sign cards for the other side. This left open the possibility that an organization could sign up more than fifty percent of the faculty but still not form a union.

On 31 January CAUT and CUPE sent out cards to the members of SMUFA to begin the formal process. Marie-Claire Pommez sent out the cards for CAUT and outlined the commitment that the organization had made to SMUFA.⁸⁰ It asked SMUFA membership two different questions. First, CAUT wanted to know if the individual voting wanted "to maintain the present affiliation with CAUT." This question was important because many recognized that it was possible that the CUPE organizing drive would

⁷⁹"Editorial," *The Journal*, 30 January 1974. The editor prior to the end of Fall Semester 1973 had been Pauline Vaughan, but she was ousted from that position following a vote of non-confidence by *The Journal's* writers. "Dismissed," *The Journal*, 12 December 1973.

⁸⁰Marie-Claire Pommez was the Executive Administrative Assistant and Secretary of CAUT Committee on Collective Bargaining. She had been on-campus prior to January 1974 instructing the SMUFA on the CAUT position and provided organizing and campaign strategy information.

succeed. That result would still leave professors as members of CAUT if the majority wanted to maintain their twenty-year relationship with CAUT. Second, the card asked if the individual desired the CAUT-affiliated SMUFA to go to the NSLRB to seek certification and whether, when presenting the application, the member wished to ask the NSLRB to organize and supervise a faculty referendum on the issue of certification.⁸¹ While CAUT and CUPE mounted aggressive campaigns, faculty members received information from both groups. During the two weeks remaining professors contemplated these materials before deciding which card to sign.

It was important that the principles embedded in the *NSTUA* were respected during the card-signing process. Neither organization wanted to have to begin anew nor to lose a certification drive on a technicality. To stave off this possibility, the SMUFA executive met with Normand Bourque of CUPE and Marie-Claire Pommez of CAUT to discuss how to respect both the SMUFA motions and the *NSTUA*. They reached an agreement that SMUFA would arrange to have "an examiner from the Nova Scotia Department of Labor" count the cards off-campus in the presence of an official representative from CAUT and CUPE. CUPE agreed to forward a "list of the bargaining unit to SMUFA and CAUT by

⁸¹LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, CAUT - Marie-Claire Pommez to Saint Mary's Faculty Members, 30 January 1974. There was some indication that the CUPE might not have as much credibility in labour circles following the September meeting of the Canadian Labour Congress (CLC). At that meeting the provincial civil servants associations from British Columbia, Newfoundland, and PEI each applied and were successful in joining the CLC as separate and independent members. The CUPE threatened to quit the CLC over the issue believing that they had enough influence to control the direction of the CLC. Following the meeting the CUPE made overtures that it would "clean up" the CLC at the next meeting. Savage indicated in his TelTex to Marie-Claire Pommez that everyone knew that they had their bluff called and were trying to save face. See LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, Donald Savage to Marie-Claire Pommez, 31 January 1974.

February 8, 1974 for their approval." While all parties believed this agreement to be sufficient at the time, the three groups agreed to meet again on 14 February to clarify any other issues that arose and which required resolution before the counting of the cards.⁸²

Under the *NSTUA* the signing of cards required the maintenance of confidentiality and specified that each organization was to be the sole recipient of the signed cards. While CAUT felt a greater sense of loyalty and sympathized with the SMUFA motions on how to proceed, CUPE was an established body that had organized many unions in the past. As a result, CUPE understood the process and had no desire to see NSLRB reject the results due to procedural irregularities. Acknowledging this possibility, on 2 February the SMUA executive informed the membership of a deviation from the original motions:

1. That sealed envelopes will be handed over to the respective representatives CUPE and CAUT;
2. that a procedure for counting the cards agreeable to both organizations and in accordance with the Trade Union Act of Nova Scotia be devised to assure confidentiality;
3. that both CAUT and CUPE be urged not to go before the Labour Relations Board with signed cards of less than 50% + 1 of those eligible to vote.⁸³

Retaining the motion urging both organizations not to go to the NSLRB without a majority was important to some members of SMUFA, but the reality was that it could not be enforced. CUPE and the CAUT both recognized that if they achieved a majority of the

⁸²LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, Normand Bourque to K. Tudor, 8 February 1974.

⁸³SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-75, The Executive of SMUFA to All Faculty Members, 2 February 1974. The motions were passed at a meeting of the Executive on 31 January.

votes, even it was not a majority of the eligible voters, they could take their cards to the NSLRB and begin the certification process. Indeed, during the card-signing campaign, CAUT lodged a protest with the SMUFA executive that CUPE was in violation of the SMUFA motions.⁸⁴

The campaign for support included both full- and part-time faculty. Monahan ensured that the part-time faculty were among those contacted by CAUT by ordering and subsequently paying for the addresses from Information Services at SMU.⁸⁵ The issue of the inclusion of part-time faculty members was important because the contractual situation was still unresolved. Moreover, the possibility that those under working on contractual or probationary appointments would be excluded still existed. By insisting upon their inclusion, the original SMUFA motion was designed to ensure that the process did not exclude or alienate potential members of the bargaining unit.

Midway through the card-signing campaign CAUT presented a two-page letter that outlined the position of its Collective Bargaining Committee on the situation at SMU. CAUT realized that proving that SMUFA benefitted from its longstanding relationship with CAUT was necessary and felt the need to show what a rejection of the SMUFA-CAUT option would mean. In an attempt to clarify the issue of dual affiliation, CAUT expressed its opinion that a CAUT-affiliated faculty association could unionize and still remain in the national body. However, if professors formed a union with another body,

⁸⁴SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining – SMUFU – 1973-75, CAUT – Marie-Claire Pomez to Faculty Members, no date.

⁸⁵SMUA, AMF, FAS, 4.9, 1999.23D, SMUFU – 1975-76, Arthur Monahan to Guy Noel, 2 February 1974.

such as CUPE, the CAUT would end its relationship with that faculty association because it could no longer represent faculty members as it had traditionally done.⁸⁶ This was particularly meaningful for professors at SMU considering the investigation that CAUT conducted on the contractual situation less than two years earlier, and the positive repercussions that had emerged.⁸⁷ The letter concluded by stating CAUT's belief that the university could prevent CAUT from acting for an individual faculty member if the faculty was represented by a non-CAUT-affiliated union.⁸⁸

Despite the support from CAUT and its Collective Bargaining Committee, the letter contained some intriguing and potentially confusing statements. Faculty at SMU were conscious that they were engaging in a process that would, if successful, lead to the application of the *NSTUA* and, therefore, that they would be governed by the standards for collective bargaining in the Act. They may have been confused by the CAUT message:

Where a local wishes to obtain certification and to negotiate a collective agreement, the CAUT Collective Bargaining Committee stresses its position that the strict application of an industrial model of collective bargaining will inevitably fail to correspond to the traditional objectives and working conditions of a university. Also, some notions and concepts that may well fit the needs of other groups, may require redefinition in the light of university structures, working conditions and practices.⁸⁹

⁸⁶See for the history of the CAUT in the area of academic freedom and professorial representation, Michiel Horn, *Academic Freedom in Canada: A History* (Toronto: University of Toronto Press, 1999).

⁸⁷Also of importance was that Arthur Monahan was the Chair of the first CAUT Collective Bargaining Committee, which was formed in 1972.

⁸⁸LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, CAUT – Marie-Claire Pommeze to Faculty Members, 7 February 1974.

⁸⁹*Ibid.*

This passage was in reference to its position that CUPE was incapable of understanding the unique characteristics of the university as a workplace and the special nature of the professoriate. Yet, in the context of a card-signing campaign it was also possible that faculty members believed that CAUT had no advantage in understanding university faculty members as employees eligible for representation by a trade union. CAUT conveyed to faculty members that it was the only organization dedicated to solving university-based problems within a faculty-administration framework. The assertion that they were in a better position to translate professorial concerns into a collective agreement under labour legislation would resonate with some at SMU.

CUPE campaigned mainly on its history of effective representation of workers in a variety of professional fields, including teachers, lawyers, and economists.⁹⁰ Its organizers argued that CUPE could best represent professors in the complex world of collective bargaining.⁹¹ Normand Bourque put forth the case that professors at SMU were obviously seeking an alternative to the *status quo*. When SMUFA members instructed their executive to invite CUPE to discuss unionization, they obviously understood CUPE's value. CUPE could offer its vast resources to the faculty in obtaining certification. Some individuals at SMU believed that CUPE was the most viable option because they were dealing with a situation that was beyond the experience of a normal Canadian university professor. A

⁹⁰SMUA, AMF, FAS, 4.7, 199.23D, SMUFA – 1972-73A, CUPE Pamphlet.

⁹¹SMUFUOF, Minutes and Memos – Faculty Association – 74, Normand Bourque to All Faculty Members, 31 January 1974. Also see SMUA, AMF, FAS, 4.7, 1999.23D, SMUFA – 1972-73A, Narcisse Doiron to Professorial Colleague, 10 December 1973. Professor Doiron was President of CUPE Local 1541, Bathurst College.

trade union with extensive experience was exactly what a group of workers needed to ensure that their rights as employees were respected and negotiated into a collective agreement.

The campaigning during the fifteen-day period was important, yet sensitive in nature. This was because neither side could afford to jeopardize the favourable feeling that certification as a viable option was enjoying among the professors at SMU. Ensuring that academic processes and procedures were followed was crucial for both CAUT and CUPE. As a result, the two sides quickly negotiated any disagreements that arose. CAUT had slightly more leeway than CUPE on the issue of pushing a trade-union model, but both were vulnerable to the possibility that professors might view their actions as arrogant or out of touch with the realities of modern academic employment. Both groups also had to counter an unspoken, but real, mistrust as organizations based in Ottawa.⁹² Both tacitly understood that they would follow with a dual application to the NSLRB after the card-signing campaign regardless of who won, unless one organization received a substantial majority.

On 15 February SMUFA, CAUT, and CUPE met to count the signed cards in the presence of a Department of Labor representative. The number of signed cards was extremely high, and regardless of the outcome it would not be possible to claim that the results were unrepresentative of the attitudes of the SMU faculty. A total of 136 cards from

⁹²For an excellent discussion of the national character of the CAUT in Atlantic Canada, see LAC, MCPF, MG31-B25, volume 2-20, General Correspondence, David Alexander to Charles Bigelow (Chair, CAUT Collective Bargaining Committee), 28 January 1974.

full-time faculty, ten cards from part-time faculty, and five from librarians were submitted.⁹³ Due to the questions asked on the CAUT card, it was difficult to determine if one group had won according to the motions passed by the SMUFA: seventy-seven individuals indicated that they desired that SMUFA retain affiliation with the CAUT; fifty signed cards for CAUT to be the collective bargaining agent; and seventy-one signed cards for CUPE. Both sides claimed victory and informed the faculty that they would be going to the NSLRB once SMUFA declared a winner. CUPE issued its press release the same day as the vote.⁹⁴ CAUT, on the other hand, waited until 18 February 1974.⁹⁵ With both organizations vying for their support, the faculty at SMU moved into uncharted territory.

As an organization, SMUFA emerged after 15 February in a state of limbo. It was unable to declare a winner or to designate a loser whose signatories could be asked to change their minds and sign the other's cards. As a result, SMUFA held a general meeting on 19 February, after both CUPE and CAUT had announced that they were seeking to represent the faculty. At this meeting the executive put forward a motion that revealed the final impotence of the organization: "That because the Executive is unable to decide between the conflicting claim of CAUT and CUPE to a majority, it has been decided not to 'Urge' (see Section 3 of Dec. 13 motion). Instead, it recommends that CAUT and CUPE

⁹³SMUFUOF, CAUT VERSUS CUPE To Represent Faculty - Feb. 15, 1974, Untitled, 15 February 1974. Twelve individuals signed cards for both groups.

⁹⁴SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-75, Normand Bourque, "CUPE Press Release," 15 February 1974.

⁹⁵SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-75, CAUT to All Members of the Faculty, 18 February 1974.

proceed to such certification under the Trade Union Act.” After considerable discussion, the membership defeated a motion to dismiss this on constitutional grounds. Members then passed the executive motion with thirty-one in favour, twenty-six opposed, and five abstaining. The minutes from this meeting are terse and only report that a great deal of discussion took place without revealing the content.⁹⁶ Yet the importance of having SMUFA decide was insignificant in terms of which group would actively seek certification. Indeed, with both sides claiming victory, both saw an endorsement by SMUFA as only symbolic.

It is telling that for the purposes of certification neither CUPE nor CAUT cared to wait for an official decision from SMUFA. The day before SMUFA was to rule in favour of either option, a new union was founded in Halifax: the SMUFU.⁹⁷ This new union was affiliated with CAUT and would, in essence, be the manifestation of the CAUT-endorsed union local.⁹⁸ There were two main reasons for the formation of a new organization at this time. The first was because SMUFA’s constitution did not include a specific reference to its purpose as a collective bargaining agent, which advisors who referred to the *NSTUA* deemed necessary. The second reason was for simplicity’s sake. There would be no

⁹⁶SMUA, DJWF, 2001.003.1, Series 7-4, Faculty Association, 1970-1974, Minutes: SMUFA Meeting, 19 February 1974.

⁹⁷SMUA, AMF, FAS, 4.9, 1999.23D, SMUFU – 1975-76, Minutes: Meeting Held by the Founding Members of the Saint Mary’s University Faculty Union, 18 February 1974.

⁹⁸Crowther wrote to the CAUT stating that the SMUFU had placed in its constitution that it was affiliated with the CAUT, although no application had been made with the CAUT for membership. He asked for a letter from the CAUT that would allay his fears that a challenge could be made based upon this assumption in the SMUFU Constitution. LAC, MCPF, MG31-B25, volume 1-4, Saint Mary’s University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, Roger Crowther to Evelyn Moore (CAUT President), 25 March 1974.

rancorous debate among the SMUFA membership, which included supporters of CUPE who could stall or even prevent SMUFA from making constitutional changes or applying to the NSLRB for union status. When forming a new organization with a constitution explicitly designed for collective bargaining, the labour lawyers also recommended a change in the name from Association to Union.⁹⁹ The founding five members of SMUFU are important to note because the *pro tempore* chair was the SMUFA President, Jack Ginsburg, with Secretary *pro tempore* Arthur Monahan.¹⁰⁰

Conclusion

In just under three years, faculty members at SMU experienced a rapid deterioration in their collective relationship with the administration. This relationship was in stark contrast to the one they enjoyed with the Jesuit administration. Several issues plagued the university and ensured that some faculty members could not favourably view the administration. They saw this new breed of administrator and governor as irreconcilable with the model that they believed had previously existed. It had become increasingly difficult to comprehend which policies and procedures were to be followed. Most faculty members had given up hope that the *Faculty Manual* could be resurrected as the operational manual, but many believed that it contained the principles of academic life that they desired to see.

⁹⁹ Stefan Jensen, Interview with Dr. Victor Catano, 20 April 2005.

¹⁰⁰ The others were Dr. Faith Chao, Dr. Keith Vaughan, and Professor Roger Crowther. Minutes: 18 February 1974.

The uncertainty at SMU added to the tension underlying the relationship between the faculty and the administration. This tension was manifest in the discussions over certification. The preferred method for some faculty members was the voluntary recognition of SMUFA as their collective bargaining representative. This issue of voluntary recognition was meant to alleviate the tension and to restore the place of faculty within a collegial model of university governance. Despite the best efforts of the SMUFA executive to negotiate with the BOG, the relative position of the faculty appeared to decline even further. Voluntary recognition failed for several reasons, not least because of the impact of the Carter report upon the BOG. SMUFA investigated formal certification and invited CUPE and CAUT to engage in a card-signing campaign to represent the faculty under the *NSTUA* as a certified trade union.

While the slow crawl toward certification appeared to some as inevitable, there were those who would work diligently to ensure that they would not become part of a trade union. Procedural objections and individual interventions would become trademarks of those who attempted to stall and thwart the certification process. The 15 February 1974 card-signing results should have been conclusive, but would prove only that there was sufficient support for the idea of certification. Since both CUPE and CAUT claimed victory, the NSLRB received applications from both to represent the faculty at SMU. The past, in which faculty input was sought by university officials, was now a distant memory. After 19 February, SMUFA emerged as irrelevant. CAUT maintained its position on campus and in the organizing efforts of the SMUFU.

The end of SMUFA marks an important moment at SMU. The only possible prevention of certification lay with interventions filed with the NSLRB. Professors who formed SMUFU wanted to focus on the merits of certification rather than constitutional wrangling at SMUFA meetings. If SMUFA attempted to reconstitute itself, it is likely that the meetings would have either been as efficient as SMUFU meetings or that CUPE members would domineer the proceedings, thus paralyzing the organization. This provided a clear run for both CUPE and SMUFU toward certification. With the nominal exit of SMUFA, some professors recognized that the next months would be unlike any others in their collective experience.

Chapter Four: The Faculty Union is Born

Introduction

Certification of the Saint Mary's University (SMU) faculty went before the Nova Scotia Labour Relations Board (NSLRB) as two separate applications. The Canadian Union of Public Employees (CUPE) Local 1682 filed the first application following the Saint Mary's University Faculty Association's (SMUFA) 15 February 1974 card-signing referendum. A new entity, associated with the Canadian Association of University Teachers (CAUT), the Saint Mary's University Faculty Union (SMUFU) also filed an application with the NSLRB.¹ Despite not receiving a majority of the pro-union cards during that referendum, SMUFU believed that it had received the backing of a majority of the professors. Due to the importance of the certification drive and disagreement over who won the card-signing campaign, the certification drive was more hostile and tense than that first round. In order to reposition itself for a successful application, SMUFA stepped to the sidelines to allow the formation of an independent SMUFU. The stakes at the Halifax campus were high for both CUPE and CAUT. National representatives from both organizations visited the campus to persuade professors to vote for their union. As the process of certification worked through the NSLRB, professors attempted to understand the differences between the CUPE and the SMUFU positions. Although faculty support

¹ Saint Mary's University Archives (SMUA), Arthur Monahan Fonds (AMF), Faculty Association Series (FAS), 1999.23D, 4.9, SMUFU - 1975-76, Minutes: Founding Meeting of the Saint Mary's University Faculty Union, 18 February 1974.

was split between the two unions, there was general agreement about the importance of protecting their academic work place.

The rivalry between CAUT and CUPE to represent Canada's university faculty associations extended well beyond the south-end Halifax campus. As they recognized that the unionization of faculty members in Canada was likely to increase, both national organizations decided to become heavily involved. CUPE recognized university professors as a potential new source of members and prestige, while CAUT wanted to be the sole national representative body for academics, unionized or otherwise.² In 1973, CAUT assisted Notre Dame University in Nelson, British Columbia to become the first university in English Canada to become certified. At about the same time, CUPE was instrumental in helping the faculty at Bathurst College in New Brunswick to unionize. Because the unionization of faculty, while still in its infancy, was seen by union organizers as a significant potential area of growth, the pressure upon organizers to succeed at SMU was high.

The faculty at SMU faced an important set of decisions during the campaign for union representation. Promises were difficult to make during this early period of faculty unionization. Because certification was a new realm for faculty members to enter, both unions tempered their promises about what the future might hold. Similarly, the decision to support a union represented a conundrum for many faculty members. In the first card-signing referendum more than three-quarters of the faculty had agreed to support a trade

² Donald C. Savage, "How and Why the CAUT Became Involved in Collective Bargaining," *Interchange*, 25,1 (1994), 55-63.

union. The possibility that certification would succeed appeared very real; only a negative ruling by the NSLRB could prevent it. This was a real possibility, for it was still unclear whether professors were eligible to be represented by a trade union under the Nova Scotia Trade Union Act (NSTUA). Just as the two competing unions could make few promises because collective bargaining in universities was still in its infancy, those who opposed faculty unionization likewise had few cases to refer to in their fight against the process.

The Beginnings of Certification

At SMU there was a great deal of momentum behind the dual petitions presented to the NSLRB. CUPE immediately proclaimed victory in the 15 February card-signing referendum when the cards were counted.³ But SMUFU announced on 18 February 1974 that it too would seek certification.⁴ The CUPE claim, however, had more validity since SMUFA's motions were only binding in a moral, rather than strictly legal, sense. Still, both filed for certification. SMUFU moved forward with enthusiasm and an appeal to the procedural guidelines embedded in the motions passed at the 13 December 1973 general meeting. During this period the two sides attempted to distinguish themselves from each other. After 15 February, both groups believed that they had legitimate claims to represent the faculty. Given the nature of the questions, and the fact that some individuals had signed cards provided by both organizations, the root of confusion is clear. Nonetheless,

³SMUA, Donald J. Weeren Fonds (DJWF), 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining – SMUFU – 1973-1975, Normand Bourque, CUPE Press Release, 15 February 1974.

⁴SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining – SMUFU – 1973-1975, CAUT to All Members of the Faculty, 18 February 1974.

CUPE's claims were strengthened because it had won the clearly worded question about union affiliation by a vote of seventy-one to fifty.⁵ While the CAUT group did not surrender, CUPE organizers, as veterans of union-organizing drives, believed that they were well-equipped to win in the end.

CUPE organizers argued that professors had given a clear majority to their union to act as a collective bargaining agent. On the other hand, in a press release, CAUT claimed that CUPE was calling for a meeting to usurp the authority of SMUFA to declare a winner in the card-signing referendum. In one of the more serious charges against CAUT organizers, Normand Bourque alleged that CAUT continued to canvass faculty after the conclusion of card-signing. He linked this with CAUT's delay in declaring its victory and filing its application for certification. Indeed, CAUT organizers did continue to talk with faculty members after 15 February and intimated that a possible CUPE victory would mean the end of CAUT at SMU. Over the weekend Dr. Monahan, Dr. Ginsburg, and Professor Crowther contacted each non-union supporter to try to get them to sign CAUT cards. By 18 February they had twenty-seven faculty members sign CAUT cards.

The mudslinging campaign began in earnest on 19 February, even before the SMUFA general meeting. The CUPE organizers were disturbed by the CAUT release the day before in which the latter declared that it had a majority of support and would seek

⁵Over the weekend of 16 and 17 February, the CAUT organizers convinced faculty members who supported the CAUT but who had not signed the pro-CAUT trade-union option to sign a CAUT union-local card. See Library and Archives Canada (LAC), Canadian Association of University Teachers Fonds (CAUTF), MG28-I208, volume 271-15, St. Mary's University - 1974-1975, Dave Fredricksen, Saint Mary's University Faculty Union: A Case Study.

certification.⁶ CUPE challenged this claim and countered that CAUT had misused and misrepresented the facts under the guise of faculty solidarity. "Solidarity," claimed CUPE, "is a word used traditionally by unionists in a very serious and sincere manner. It also prerequisites [sic] the respect of a persons [sic] colleagues before it is used."⁷ The ability of each group to control the use of language was key in the competition between the two groups.⁸

CUPE organizers attempted to convince professors that it was the only body capable of acting like a real union. To do this they raised the stakes following the CAUT press release by arguing that the SMUFA motion was morally binding on *both* parties and therefore that CAUT should have bowed out to allow CUPE's application to move forward alone. In concluding their letter to the faculty, CUPE made strong allegations about the underhanded behaviour and misleading nature of the CAUT organizing campaign:

C.U.P.E. has observed C.A.U.T.'s predictable pattern of organization during this campaign. A pattern based on rumours [sic], unsupported accusations, double signing of cards, etc., but their action over the weekend clearly indicates to us the signs of an organization fighting for its life and bankrupt of resources and ideas in the field of servicing and collective bargaining. Any S.M.U. Faculty member that approves of these tactics of manipulation and the creation of confusion deserves no less than having C.A.U.T. as his bargaining agent. The Canadian Union of Public

⁶Fredricksen, Saint Mary's University Faculty Union.

⁷SMUA, DJWF, 2001.003.1, Series 7-3, file 1 of 2, Collective Bargaining – SMUFU – 1973-1975 Normand Bourque to All Members of SMU Faculty, 19 February 1974.

⁸For a contemporary analysis of the control of language in a certification drive see, Sandra Rastin, "Organizing Tactics in a Faculty Unionization Drive at a Canadian University," *Labor Studies Journal*, 25,2 (2000), 99-119.

Employees is available at any time to more than justify its standard of organizational behaviour before the Faculty Association, but there are limits to our patience when truth-twisting tactics are used in such a careless and irresponsible manner.⁹

Yet this letter was also misleading about the CAUT's resources and the attention it paid to collective bargaining. CAUT had an active Collective Bargaining Committee (CAUT-CBC) and a professional officer (Marie-Claire Pommez) responsible for collective bargaining; it was also considering the addition of a second professional officer.¹⁰

With the gloves clearly off, CUPE organizers were in the familiar territory of labour organizing in a hostile environment. This organizing drive, however, required a delicate balance of discrediting the opponent while not insulting the intelligence or risking the good will of the other union's members. Trading barbs and labour rhetoric with CAUT was more acceptable than directing the same remarks at SMUFU. This was because CAUT was not on as solid a footing as it proclaimed. For CUPE, it was important to establish its credentials on the ground through an active organizing campaign. In order for it to demonstrate its abilities to the faculty of SMU, CUPE began to hold meetings to discuss past events and future plans.¹¹ It also enjoyed a measure of success in the media. Marie-Claire Pommez alleged that CBC radio's reports on the certification drive were biased in favour of CUPE because a group of CBC radio employees were members of a CUPE

⁹Normand Bourque to All Members of SMU Faculty, 19 February 1974.

¹⁰Pommez's background was in the unionization of faculty members in Québec and had traveled across Canada from British Columbia to Nova Scotia providing assistance to university faculty association's contemplating unionization.

¹¹Saint Mary's University Faculty Union Office Files (SMUFUOF), Minutes and Memos - Faculty Association - 74, Rowland Marshall to All S.M.U. Faculty Members, 20 February 1974.

local.¹² While the CUPE organizers had a great deal of experience to draw upon in comparison with CAUT, Marie-Claire Pomez was an experienced organizer of university professors in Québec. Her experiences there prepared her well for organizing university professors elsewhere in Canada. In her position with CAUT she crossed the country speaking to faculty associations that were contemplating collective bargaining as a solution to their problems.¹³

The Interventions

The two competing unions submitted applications to the NSLRB to begin the formal certification process.¹⁴ The NSLRB's procedure was to grant a period of approximately ten working days for those who opposed certification to file formal interventions against one or both applications.¹⁵ The Province of Nova Scotia laid out the rules in the NSTUA, which included guidelines for what constituted acceptable behaviour by both the prospective union and the employer. The most important stipulation forbade either party from intimidating employees or making overt or implicit threats of retaliation

¹²SMUA, AMF, FAS, 1999.23D, SMUFU – 1975-76, Marie-Claire Pomez to Laurent Picard, 25 February 1974.

¹³LAC, CAUTF, MG-28-I208, volume 261-5, Collective Bargaining – Memos, Correspondence etc. – 1973-76, Marie-Claire Pomez to Members of the Executive and the Board of Governors (CAUT), 22 March 1973. This letter is of great interest because it describes the collective bargaining temperament in the western provinces and individual universities therein. Of note is the relationship between the Québec universities and the CAUT, particularly if they form a federation of unions.

¹⁴Eric Folsom, "Union Battle Submitted to Province," *The Journal*, 6 March 1974. The CUPE application was submitted on 25 February and the SMUFU application the following day.

¹⁵LAC, CAUTF, MG28-I208, volume 258-3, General Correspondence – 1974-1975, Terry Whalen to Fellow Faculty Members and Librarians, 27 February 1974.

if the NSLRB granted the certification. The purpose of these provisions was to allow the process to be fair, transparent, and, perhaps most important, carried out in the full view of the public. Under the NSTUA the NSLRB could determine that one union had violated the Act and therefore should not be eligible for certification. Conversely, if the employer could be shown to have behaved egregiously, the NSLRB had the power to be more lenient in determining the acceptability of a proposed bargaining unit.

Shortly after the NSLRB received the applications, Dr. Carrigan notified faculty members of their rights under the legislation. This tactic was permissible and was often used by the employer. While there was no obligation for the employer or union to disclose all of the provisions of the legislation, no distortion nor misleading use of the wording was allowed. Carrigan was astute enough not to violate the rules, although he did make specific reference to the procedure for an individual faculty member to file an intervention to voice opposition to certification. He opened his letter by indicating that the contents had been vetted by the university's solicitors and ended with an ominous one-sentence paragraph: "Failure to strictly comply with these requirements may result in the forfeiture of the above-mentioned rights."¹⁶ This warning did not cross the line of intimidation, but the tone was clear. After receiving his copy, Monahan took exception to the opening sentence of Carrigan's letter, which read: "As you are aware, both the Canadian Union of Public Employees and Saint Mary's Faculty Union have applied to the Labour Relations Board

¹⁶SMUFUOF, Minutes and Memos – Faculty Association – 74, D. Owen Carrigan to All Members of Faculty, 8 March 1974.

for certification of certain members of the University's faculty."¹⁷ For individuals such as Monahan there was more than one way to interpret the use of the word "certain." One possibility was to reassure undecided and anti-union faculty members that only a small group of faculty members had applied. Another possibility was that the NSLRB might rule that the applications were valid but that the bargaining unit proposed might not be the final one. A third, if most unlikely, scenario was that faculty members could have thought that the Université de Sherbrooke model, which required each faculty or school to seek representation separately, might be interpreted by the NSLRB as applicable to Nova Scotia.¹⁸

That the NSLRB would rule in favour of the definition of the bargaining unit as proposed by the competing unions was viewed by many as certain; however, the inclusion of professional librarians and part-time faculty members was on less sure footing. But even with a favourable decision on this last point, most people anticipated that the next step would involve NSLRB rulings on individual interventions. These interventions reflected the views of those who made them and were often based upon their positions in the university community. Fewer were made in response to the SMUFU than to the CUPE application. Dean Weeren, however, intervened against both, as did SMUSA. CUPE

¹⁷SMUA, AMF, FAS, 1999.23D, 4.7, SMUFA-1972-73A, D. Owen Carrigan to All Members of Faculty, 8 March 1974. Monahan underlined the word "certain" and placed on the margin a question mark. The omission of the word University from the SMUFU reference, was also in the original

¹⁸For the Université de Sherbrooke situation, see Pommeze to Members of the Executive and Board of Directors (CAUT), 22 March 1974; and David M. Cameron, *More Than An Academic Question: Universities, Government, and Public Policy in Canada* (Halifax: The Institute for Research on Public Policy, 1991), 346-49.

submitted an intervention against the SMUFU application, and SMUFU intervened against CUPE. The university, as "a body politic and corporate," was the respondent to both applications and opposed their approval. Dr. John MacCormack only opposed the certification of CUPE.¹⁹

Opposition to unionization as expressed in the interventions reveals a great deal about relations within the SMU community. Dean Weeren's intervention painted a picture of the university that was warm, hospitable, and collegial. He submitted four reasons for his stance which merit further scrutiny. His primary ground for opposing unionization was that it would reduce, if not eliminate, faculty participation in many activities. He expressed concern that a small group of individuals – "the negotiating team" – would in essence be the only faculty members participating in any meaningful manner. His second ground may have come as a shock to those involved in union organizing at SMU:

Since the promulgation of the new Saint Mary's University Act in 1970, a series of by-laws has been developed with extensive consultation and participation by the faculty. In the main, the by-laws are fair, even generous, in their acknowledgment of the rights of faculty members, individually and collectively. The certification of a union would immediately make all these by-laws renegotiable, without offering any guarantee that the outcome would be as favorable to the faculty and to the interests of the University as a whole. There is no compelling reason for undoing past achievements for the sake of hypothetical improvements.

It was, according to union organizers, the process used by the BOG to promulgate new by-laws that created the groundswell of support for unionization. Dean Weeren's remaining

¹⁹Four individual faculty members were listed as interveners because they submitted witnessed applications for membership in CUPE local. SMUFUOF, Certification – 1973-74, P.F. Langlois to Peter Green, 14 March 1974. Peter Green was the solicitor engaged by the SMUFU to represent them before the NSLRB and throughout their certification process.

two grounds for opposition were that grievances were minor but always handled fairly and that since the university had already agreed to negotiate monetary issues, certification was unwarranted.²⁰ Despite his best attempts to demonstrate that certification was an undesirable outcome, Weeren provided no substantive grounds upon which the NSLRB could deny either application.

The intervention by the St. Mary's University Student Association (SMUSA) was much more thorough. Another important point of differentiation was that SMUSA engaged its attorney, Brian Fleming, to assist in preparing its intervention. This professional assistance resulted in an intervention that attacked the applications in a three-pronged manner. The first theme was that the students represented an interested party in the governance and operation of the university. This had the potential to be of greater importance than the second point, since if it was accepted, the students would gain a seat at the table not only for the NSLRB hearings but also potentially for the negotiation of a collective agreement, and it would cement their place within all the university's governance structures. It was a risky proposition to put forward as well because SMUSA was opposed to certification. The SMUSA stance was not in keeping with the position that students' association across the country had adopted.²¹ The second theme in SMUSA's

²⁰SMUFUOF, Certification – 1973-74, Donald J. Weeren to the Nova Scotia Labour Relations Board, 14 March 1974.

²¹In a form letter sent to all students' associations in Canada, Mr. Stuart asked for support of its intervention. In particular, he noted that the SMUSA desired to be a "bargaining force, between faculty and administration." SMUFUOF, Certification – 1973-74, John Stuart to Mr. President, 18 March 1974. Dave Stone, President of the Simon Fraser University Students' Association responded to Mr. Stuart's request for support, on behalf of that association by referring to the intervention as "probably the most reactionary statement that has ever come out of a Student Organization in the history of our country." See LAC, Marie-

intervention was that a collective agreement would irrevocably damage the administration and operation of the university. One part of this was the contention that seniority clauses that might be embedded in an agreement would prevent the removal of incompetent faculty members. A related component was that since tuition fees were necessary for university operations, the students would be placed in an unfair position should the faculty strike because they would be deprived of receiving the education for which they had paid. The third point in the intervention was that the applications by the two unions did not meet the standards set forth in the NSTUA. Along this line, SMUSA suggested that faculty members did not perform the type of employment outlined in the Act.²²

MacCormack's intervention was solely against the application submitted by CUPE Local 1682 and revealed a blend of commitment to academic freedom and a reaffirmation of the Christian ideals set forth in the SMU Act.²³ He advanced a compelling argument against the CUPE application because the union's constitution contained several clauses that were contradictory to the SMU Act and the traditions of academic freedom. The essential contradiction was found in the disciplinary clauses of the CUPE national constitution which specified that a member could be punished – or even expelled – for openly advocating that other members leave CUPE. In his opinion, this violated the

Claire Pomme Fonds (MCPF), MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive, Correspondence, n.d., 1972-1974, Dave Stone to John Stuart, 24 March 1974.

²²This notice of intervention referred specifically to the CUPE application for certification. SMUFUOF, Certification – 1973-74, John Stuart to the Labour Relations Board (Nova Scotia), no date.

²³MacCormack was a seventeen-year member of the SMU faculty, a previously elected member of the Senate and the BOG, and a former elected Chair of the Department of History.

academic freedom of a faculty member to engage in responsible discussion; indeed, disciplinary action would not necessarily have to be initiated by a member of the professor's union local.²⁴ This intervention successfully articulated the difference between a CUPE local and SMUFU.

In other interventions, similar claims were applied to both the unions. MacCormack's intervention, however, allowed for the possibility of a faculty union under the "correct" constitutional basis. The CUPE constitution allowed for a member to be disciplined for publically criticizing the union. The professorial requirement for academic freedom could not truly exist under such a constitution. MacCormack was a strong supporter of the procedures and policies grounded in parliamentary tradition and believed in strict adherence to agreed ground rules.²⁵ His belief in a proper system of university governance was the cornerstone for his intervention.

Despite making a public pledge not to interfere with any attempt by the faculty to certify, the university felt compelled to oppose both applications. Its pledge not to intervene was hollow because legally it could not openly oppose certification. In its response, the university put forward a series of arguments that it believed would convince the NSLRB to rule in its favour. Carrigan had already received from President Keller, his counterpart at Notre Dame University, a copy of the collective agreement negotiated there as well as some advice based upon how the BC university had gone through its

²⁴SMUFUOF, Certification – 1973-74, John R. MacCormack to the Labour Relations Board, 13 March 1974.

²⁵Stefan Jensen, Interview with Colin D. Howell, 29 April 2005.

certification process. The advice included reference to hiring a professional negotiator and the use of a conciliation officer to help conclude negotiations.²⁶ The university's intervention was a direct attack on certification. Its arguments focused on the inapplicability of the NSTUA to faculty members. Carrigan suggested that the work performed by professors did not qualify them as "employees" as "defined in paragraph (k) of subsection (l) section (l) of the Act in that they were not employed to do skilled or unskilled manual, clerical or technical work." The university also suggested that even if the Board found that professors were employees, it should exclude academic administrators, librarians, chairs, and part-time faculty members from the bargaining unit. The university also exercised its right to request a hearing to present its opposition to certification.²⁷

Given the competitive card-signing campaign in which the two unions had engaged, the university also challenged the applications since neither had the support of the majority of faculty members. Moreover, it argued that "any of its employees are members of the Applicant and says that in dealing with the Applicant's claims of membership the Board should be strictly satisfied that such memberships, if any, were

²⁶SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining – SMUFU – 1973-1975, C.L. Kaller to Executive Heads of Canadian Universities, no date. The collective agreement referred to in this letter was ratified in July 1973.

²⁷SMUFUOF, Certification – 1973-74, Saint Mary's University to the Labour Relations Board (Nova Scotia), Reply in the matter of Canadian Union of Public Employees, no date; and Saint Mary's University to the Labour Relations Board (Nova Scotia), Reply in the matter of Saint Mary's University Faculty Union, no date.

properly obtained.”²⁸ It is unclear here to what the university was specifically alluding. Given the confusion surrounding the card-signing, however, it was possible that the university placed some hope in the possibility that the cards did not meet the standards of the NSLRB or that procedural irregularities had taken place that could render them void. The second objection flowed from this confusion. The university argued that because of this confusion a new vote should be held under the auspices of the NSLRB to determine if the professors wanted a union. In order to proceed to such a vote, all the university’s objections would have to be answered by the NSLRB, particularly the exclusions, which the university believed could cause uncertainty among some faculty members if they thought the bargaining unit did not reflect their wishes. This was particularly possible in relation to departmental chairs and to a lesser extent librarians and deans. The university’s greatest hope was placed in the possibility that the NSLRB would rule that university professors were not employees as defined by the NSTUA.

The NSLRB initiated the next step in the process. After receiving the response from the university and the other interventions, the NSLRB scheduled hearings for 8 and 9 April in the Student Union Building at Dalhousie University.²⁹ These were intended to determine several of the salient points discussed above, such as whether professors were employees, the composition of the bargaining unit, and the role (if any) that SMUSA had

²⁸Saint Mary’s University to the Labour Relations Board, no date.

²⁹SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining – SMUFU – 1973-1975, P.F. Langlois to Donald J. Weeren, 26 March 1974. An identical letter was sent to each applicant, the University, and each intervener. Originally the hearings were set for only the 8th and 9th, but a third day would be added.

in the process. The testimony at these hearings was supplementary and expanded on the submissions the interveners had made in their written documents. The least likely result would have been that the NSLRB could declare that either CUPE or SMUFU was the bargaining agent for the faculty. The most likely scenario was that the NSLRB would define the bargaining unit and that it would require another vote among those declared to be eligible.³⁰ Dalhousie University Law Professor Innis Christie chaired these hearings. While known as an individual of impeccable reputation and thoughtfulness, there may have been some trepidation among faculty members about a professor of law deciding their collective fate because law professors at other Canadian universities tended to be against certification.³¹

The outcome of the hearings was another positive indication that university professors were eligible for trade union representation. Christie's decision was cautious in that it produced a limited bargaining unit of full-time professors and chairs while excluding several groups and individuals, including the President, vice-presidents, deans, librarians, and the registrar.³² He excluded librarians because he did not believe that they shared a community of interest with the faculty throughout the entire year. The university

³⁰It is difficult to ascertain what transpired during these hearings as records of the hearings and notices issued immediately afterward are not found in the extant public record.

³¹See the experience at the University of Manitoba during this same year. The labour relations board in that province split the bargaining unit into two groups – professional schools and traditional faculties – and each voted on certification as separate units. The professional unit rejected certification. For an example of law professors and other professionals see Michael Hayden, *Seeking a Balance: The University of Saskatchewan, 1907-1982* (Vancouver: University of British Columbia Press, 1983), 269-73.

³²The NSLRB ruling was that individuals who taught two or more full-credit courses were covered by the bargaining unit whether or not they were full-time members of the faculty at SMU.

regulated their work schedules, which continued throughout the summer, while faculty members only had minimums for contact and teaching hours. Christie also determined that SMUSA had a vested interest in the proceedings, and its representatives were allowed to remain for the duration of the hearings.³³ The NSLRB's final decision in relation to these hearings was that neither SMUFU nor CUPE could at the moment be certified as the bargaining agent for the SMU faculty; Instead, a runoff vote would be necessary to determine which enjoyed majority support. On the first ballot there would be three options for eligible professors: SMUFU, CUPE Local 1682, or no union. The NSTUA indicated that a vote to determine majority support for a bargaining unit required fifty percent plus one of the votes cast. Due to the three options available, if none received the required majority, the option with the fewest votes would be dropped before a second vote. The NSLRB set 22 April as the date for the first vote and 23 April for the second vote, if necessary.

With so many professors signing cards for the 15 February SMUFA referendum and the subsequent success before the NSLRB, both SMUFU and CUPE believed that a union would be formed at SMU.³⁴ Both had begun campaigning and behaving as potential bargaining agents prior to the April hearings before the NSLRB. Each had held collective bargaining workshops and seminars to demonstrate its commitment and proficiency. In

³³During the negotiations for the collective bargaining agreement, a student seat on the BOG's negotiating team was mandated. The SMUFU was able, however, to have this clarified that the student was in fact a member of the negotiating team and not a third-party representative on the BOG's team. The BOG agreed to this, perhaps in part because of the legal ramifications of the SMUSA's presence potentially requiring the SMUSA to also ratify a collective bargaining agreement. See Interview with Howell.

³⁴Folsom, "Union Battle Submitted to Province."

order to demonstrate successfully that its union was a better option, both sets of organizers attempted to differentiate themselves from the other without placing themselves too far afield from the majority of faculty members' views on certification. Their strategies were complex, yet sufficiently straightforward to achieve their respective goals. The CUPE organizers believed that their strengths lay in the superior resources and experience in collective bargaining that an affiliation with CUPE would bring. SMUFU, on the other hand, recognized that its advantage was local knowledge and the ability to couch its arguments in language familiar to academics. CAUT was important to both, albeit in different ways. CUPE organizers used it as a foil, while SMUFU supporters stressed the advantages of continued affiliation with the national body.

The CUPE Proposal for the Faculty

Organizers from CUPE Local 1682 believed that the best way to demonstrate what they could provide to the faculty was to hold a collective bargaining seminar. During this nine-hour, three-session seminar, the organizers planned to discuss the basics of collective bargaining. From there, they would proceed to compare and contrast what their proposed collective bargaining agreement looked like with the relevant sections of the *Faculty Manual*.³⁵ One thing that this exercise clearly proved was that CUPE could muster its resources quickly and efficiently. The main document used in the seminar, simply titled "Collective Bargaining Workshop and Seminar for St. Mary's University Professors,

³⁵SMUA, AMF, FAS, 1999.23D, 4.7, SMUFA-1972-73A, CUPE Executive to Fellow Faculty Members and Librarians, 25 March 1974.

CUPE Local 1682," was a thorough, 108-page tract.³⁶ It was to be made clear to those attending that CUPE understood the complexities of collective bargaining. Professors learned about the experience and expertise that CUPE could muster to translate faculty concerns into a collective agreement. Bridging the perceived gap between the industrial and academic worlds was something that the CUPE organizers believed they could do with ease.³⁷

In preparing for the workshop, the CUPE Research Department did its best to understand and relate what they believed to be the operational conditions of the university at the present, combined with the language of the *Faculty Manual* with which professors would feel comfortable. "No doubt many of these proposals will be controversial and will provoke discussion. This is as it should be. The final set of bargaining proposals must be collectively arrived at and agreed to by the majority of the membership."³⁸ This sentiment reveals the very real tension at SMU surrounding the necessity of clear contractual language that a collective agreement required. The use of the *Faculty Manual*, however, was a bold and important strategy based upon the notion that if they could show how inadequate the old system was it would add weight to their position. The risk in utilizing

³⁶SMUA, Saint Mary's University Faculty Association Fonds (SMUFAF), 2001.034.01, Series 2-1, Box 1, Collective Bargaining – Papers 1 – Regarding SMUFU, CUPE Research Department, Collective Bargaining Workshop and Seminar For St. Mary's University Professors, CUPE Local 1682, (hereafter: Collective Bargaining Workshop).

³⁷SMUA, SMUFAF, 2001.034.01, Series 2-1, Box 1, Collective Bargaining – Papers 1 – Regarding SMUFU, CUPE Research Department, Highlights of Major Advances In CUPE Bathurst College Professors Agreement, 16 January 1974.

³⁸Collective Bargaining Workshop, I.

the *Faculty Manual* in this way was that it contained the spirit of the faculty, university, and the collegial model of university governance to which many still aspired. While the *Faculty Manual* borrowed some of its language and ideas from CAUT and its myriad of policy documents in the 1960s, many clauses reflected local circumstances at SMU during that period.

Academic freedom represents one of the most important aspects of the university, and most faculty members treated it as a sacred concept. Codifying it into a collective agreement was difficult, however, because academic freedom was, in essence, as much about understanding, respecting, and pursuing knowledge as about imposing a set of criteria. In the first section of the volume produced for the workshop, CUPE for the most part mirrored the *Faculty Manual*. Two instances, however, deviated, both of which were quite important to faculty. The first was to include the act of engaging in research as one of the areas covered by, and protected under the rubric of, academic freedom.³⁹ The second, and more important, instance of disagreement was over the following vague, all-inclusive clause in the *Faculty Manual*:

Not all threats to academic freedom can clearly be set down in writing. Whenever authority is established in an organization, temptation to arbitrariness and petty tyranny arises. Universities are not different from other organizations in this respect; but because of the special dangers that arbitrariness presents to academic freedom, special limits must be placed on authority. These include limits on the length of time that individuals may ordinarily serve in positions of authority; the use of consultative or elective procedures in connection with appointments to those positions; and in general the establishing of safeguards on all such matters as appointments, the granting of tenure, promotions, and dismissals.

³⁹The other areas that appeared in both were teaching, publishing, study, criticize, having due regard for the responsibilities under academic freedom.

The CUPE position on this was simple: "Delete. Provision is far too permissive and general. Contractual provisions should be explicitly outlined and subject to grievance and arbitration procedure."⁴⁰ The *Faculty Manual* clause reflected why academic freedom required acknowledgment and protection, while the CUPE position reflected the practicality and necessity of appropriate clause language for a collective agreement.

In the addition to the clauses drawn from the *Faculty Manual*, CUPE organizers included an "Academic Bill of Rights" in their proposed collective agreement. The component parts of this highlighted the civil and constitutional rights of faculty members to express their opinions through their teaching, research, and publications. Mostly, however, this Bill of Rights reflected what most university professors considered the component parts of academic freedom. One of the inclusions was an interesting definition of what a professor was: "The university teacher as a professional is a citizen, a member of a learned profession, and a member of an educational institution. When he speaks or writes he shall be free from institutional censorship, discipline, harassment and intimidation [sic]." The inclusion of a reference to membership in a learned profession may not have sat well with all members of the SMU faculty. There were some older, Jesuit members of the faculty who had taught in a variety of academic departments that might not have agreed with that narrow definition. None, however, would have thought freedom from harassment and intimidation was a negative inclusion. It is also interesting that the use of the word

⁴⁰Collective Bargaining Workshop, 3.

“professional” was in keeping with its definition as a trade-union exempted group.⁴¹ Some wondered if the university would again attempt to define “professor” as an occupation unsuited to the definition of an employee under the NSTUA.

Professors attending the seminar encountered a proposed contract that was more thorough and precise than the *Faculty Manual*. This was particularly true in the areas with which trade unions had much more experience than professors.⁴² The CUPE proposal included clauses on many more topics than did the *Faculty Manual*. For example, the clauses on grievances and grievance procedures in the CUPE proposal dwarfed those in the *Faculty Manual*. In some areas, such as the role of stewards, the *Faculty Manual* contained no equivalent. Some aspects of CUPE’s suggested procedures merit further examination. For example, the grievor’s first contact was with his/her steward, who had the initial authority to determine whether the grievance went forward. There was no stated option for the faculty member if the steward believed the grievance to be without merit. It is possible that the faculty member could forward his/her own grievance to the grievance committee, but this option was not articulated. Indeed, the only option for an appeal originating from a faculty member in relation to the grievance committee suggested that the professor could forward the appeal to the national executive or national officers of CUPE. One of the most important supplements in the CUPE proposal was the time limits assigned to all parties involved in the grievance process. Binding the employer to have

⁴¹William A. Bruneau, *A Matter of Identities: A History of the UBC Faculty Association, 1920-1990*, (Vancouver: University of British Columbia Press, 1990), 3.

⁴²This, of course, is not withstanding the instances of university’s violating individual faculty member’s academic freedom across Canada. See Michiel Horn, *Academic Freedom: A History* (Toronto: University of Toronto Press, 1999).

representatives at each level, from chair to President, ensured that the university paid due attention to the grievance and that individuals received timely responses.⁴³

One of the areas of the proposed collective agreement that deviated from the *Faculty Manual* concerned faculty appointments and duties. A variance existed between the requirement for permanent employment and tenure between the two models discussed here. The CUPE proposal stated that the university must give a professor permanency of employment after two years, while under the *Faculty Manual* it was possible for an entry-level, tenure-track professor to be on probationary status for an additional year. The length of service normally required to advance between academic ranks was also shorter under the CUPE proposal. It is difficult to know how individual faculty members felt about this. In the current academic year, SMU had nineteen full and approximately seventy-five associate professors.⁴⁴ Those who had achieved the rank of full professor may not have wished to see the process expedited for those just entering the tenure-track stream. It is also difficult to ascertain if those entering the tenure-track stream wanted an easier path than those senior to them had traversed. It is also difficult to gauge how the faculty responded to tenure being referred to as "permanent faculty status." The research semester that was normally between the closing of Convocation in May and the beginning of classes in September was re-branded by CUPE as "vacation."⁴⁵

⁴³Collective Bargaining Workshop, 19-25. The differences between the CUPE proposal and the *Faculty Manual* on arbitration and discipline follow a similar pattern.

⁴⁴*Saint Mary's University Calendar, 1973-74*, 229-41.

⁴⁵Collective Bargaining Workshop, 34-51; and 58.

The differences between CUPE's proposed collective agreement and the *Faculty Manual* are important because they reflect the gap between the old way and the union way. The gap was not, however, in the intent or scope of the two models. The fundamental difference between the two concerned time. Much had changed on the SMU campus in the four years since the Jesuits relinquished control. The CUPE proposal reflected the needs of the faculty, while simultaneously including the detail required in any collective agreement for a modern university. There had been a dramatic shift in the managerial approach of the administration in the years since the passage of the SMU Act. The shift in certain areas was easy to discern. For example, the removal of consultation and dedicated due process is easily revealed in the differences between the *Faculty Manual* and the CUPE draft agreement. In this battle of differing positions, there is no easy way to identify contractual aspects that would appeal to all members of the faculty. For example, not all assistant professors would necessarily have viewed a potential rapid rise to the rank of full professor as beneficial to their careers or their university. Promotion through the ranks was generally accepted to be based upon merit and achievement. Some of those at the assistant professor level may have believed that a collective agreement ought not reduce promotion to a recognition of years served.

The CUPE organizers recognized the importance of demonstrating to the professors that their strengths included the ability to negotiate a better collective agreement than CAUT. To accomplish this, CUPE sent faculty members a letter comparing the collective agreements signed by the faculty unions at Notre Dame University (NDU) and Bathurst College. The purpose was to illustrate the gains that a CUPE collective

bargaining agreement could produce. The CUPE organizers highlighted several key areas of difference, such as redundancies, layoffs, family benefits, and inflationary adjustments in salaries, to demonstrate how a traditional trade-union approach translated into a collective agreement for university instructors. That six SMU faculty members signed the letter gave it additional weight and legitimacy.⁴⁶ This letter also embodied the language and style of academics, and in so doing so spoke more directly to those faculty members who were unsure about supporting CUPE.⁴⁷

It was important for faculty members at SMU to determine if the CAUT could provide them the support they required if the negotiation process was protracted. The CUPE organizers suggested that because of the size and strength of its national organization, the cost of lawyers and support structures could easily be absorbed. In a subtle appeal to faculty members' aversion to the notion of striking, the authors of this letter suggested that the CAUT was too poor and ineffective to sustain or make positive changes:

It must be realized that a weak bargaining agent might not merely fail to improve our terms and conditions of employment, but might also facilitate a marked deterioration.⁴⁸ How might this happen? Well, for example, in the absence of those sources of power which only C.U.P.E. can deploy on our behalf more emphasis would inevitably fall on the threat of a strike. Yet it

⁴⁶The six signed authors were: Dr. John Loewenstein, Anthropology; Dr. Robert Ansell, Philosophy; Dr. Michael Wiles, Biology; Professor K.A. MacKinnon, English; Dr. Gamal Badawi, Business Administration; and Professor Urhan Merdsoy, Physics.

⁴⁷SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Collective Bargaining – Papers 1 – Regarding SMUFU, “Is C.A.U.T. Really a Weak Bargaining Agent? Are the Academics of Quebec Right in Regarding the C.A.U.T. as an Utterly Inadequate Organization, and, in Particular, Bargaining Agent?” John Loewenstein, Robert Ansell, Michael Wiles, K.A. MacKinnon, Gamal Badawi, and Urhan Merdsoy to the SMU Faculty, 11 April 1974.

⁴⁸In the original, this sentence is all in capital letters.

is precisely in the case of the C.A.U.T. that this threat is least credible, if only because of the absence of adequate resources to support a strike. Strictly limited resources imply an element of bluff in the Union's stance which, if called (and it would be), would lead to capitulation and a deterioration in conditions. Hired expertise is not merely less reliable and less conscientious, it is also insupportably expensive. Would not our employer be able to calculate the number of bargaining sessions for which S.M.U.F.U. could retain the professional Union negotiator that the C.A.U.T.'s Professor Penner deems essential?⁴⁹

This set of potential circumstances was a powerful example to present to the faculty. It was, however, a minor gamble by the CUPE organizers insofar as the possibility of a strike was unappealing. Indeed, the possibility that the national organization could help to finance a lengthy set of negotiations and/or a strike might not necessarily have struck the positive chord that the CUPE organizers wanted.

The organizers also dealt with one of the threats that CAUT had made if the professors selected CUPE as their bargaining agent: the inability of the local to avail itself of the CAUT's investigatory services. The possibility that SMUFU might win the certification contest did not necessarily mean that CAUT could conduct investigations at SMU because the employer could still refuse to participate. The legally binding grievance and arbitration processes could not be overridden by an external party with no claim to impartiality in investigating a complaint.⁵⁰ While this line of reasoning had some validity, the importance of a CAUT investigation was that the final report was one that only made recommendations; indeed, the crux of this issue was whether or not the university would be a willing participant and allow investigators to have access to information. Despite

⁴⁹—Is C.A.U.T. Really a Weak Bargaining Agent?

⁵⁰—Is C.A.U.T. Really a Weak Bargaining Agent?"

pleas from SMUFU and CAUT in this regard, faculty members at least had cause for concern about the role of CAUT after certification, regardless of the victor.

The SMUFU Proposal for Faculty

The SMUFU organizers believed that they were better suited to form the bargaining unit than CUPE was because they understood SMU and its people better than anyone else. In order for this group to be able to forge ahead with its plans to represent the faculty, the organizers had to develop a strategy to demonstrate their potential, abilities, and positive differences compared with CUPE. Leading the certification drive for SMUFU were Crowther, Monahan, Ginsburg, and Marie-Claire Pommez of CAUT. For the SMUFU organizers, the issue of demonstrating competency in collective bargaining would prove difficult because the only CAUT member to unionize had been NDU; indeed, the Francophone universities in Québec had become certified independently of CAUT.⁵¹ The reestablishment of CAUT-CBC was a positive step because it allowed the national body to formulate model clauses that could be used in collective bargaining whether inside or outside labour legislation. Also, the budget of CAUT-CBC was substantial enough to be able to assist member locals with the costs associated with a certification drive.⁵² Marie-Claire Pommez had experience with organizing professors, which greatly aided the

⁵¹Cameron, *More Than an Academic Question*, 346-49.

⁵²Israel Cinman, "CAUT Enters New Era: Restructure Aimed at Strengthening CAUT Role in Collective Bargaining and Lobbying Government," *C.A.U.T./A.C.P.U. Newsletter*, April (1974), 1-2. The newsletter was an insert into the *Bulletin*.

SMUFU drive because she brought the legitimacy of trade-union experience and could also speak the language of academics.

One of the most powerful arguments that CAUT could make to the professors at SMU was the array of services and resources that would be lost if they selected CUPE as their bargaining agent. If the faculty were to do this, they would cease to be able to draw upon the resources and expertise of CAUT. The reputation, work, and successes of the Academic Freedom and Tenure Committee had established CAUT as a viable national presence. Professors in Canada recognized it as one of the most valuable resources CAUT had to offer.⁵³ CAUT had adopted a hardline position at NDU on the consequences of the NDUFA joining the Canadian Labour Congress (CLC). Its argument for having to withdraw its services was due to the legal avenues available to both the university and the union to prevent it from conducting an investigation. The reality that it was proposing was difficult to adopt because it could result in negative reactions from faculty members who already had questions about CAUT's relevance. At SMU, however, the CAUT had already conducted a successful investigation that was still fresh in the minds of many professors. The perceptions of CAUT that faculty members held would need to be combated, but the SMUFU organizers were treading a fine line since they had already conceded the harder trade-union position to CUPE. Aggressive campaigning was necessary, as were confrontational situations with those faculty members who opposed the SMUFU drive, to counter potential support for CUPE.

⁵³Frank Abbot, *The Origin and Foundation of the Canadian Association of University Teachers*, doctoral dissertation, University of Toronto, 1985.

Similar to the tactics of the CUPE organizers, the SMUFU certification team arranged for CAUT to conduct a workshop for professors. The key difference in this workshop was in the direction and tone it would take. Organizers entitled the workshop "Collective Bargaining: *With respect to Universities*."⁵⁴ They designed this approach to demonstrate that the CAUT's position was much more appropriate to local circumstances and personalities. Moreover, perhaps recognizing the hostility of some SMU professors toward CUPE, they intended it to demonstrate that CAUT was a resource that could be drawn upon rather than an organization that sent orders down to the local level. The line-up of presentations implied that CAUT recognized that Canadian university professors believed themselves to be part of a larger, international community and that as professionals there was still something that differentiated them from traditional trade unionists. During this two-day workshop SMU professors heard from Roland Penner, Evelyn Moore, Donald Savage, and Charles Bigelow.⁵⁵ Pommez sent out material to faculty members informing them of what the CAUT-CBC was doing, had done, and was willing and able to do in the future if SMUFU became their collective bargaining agent.⁵⁶

The interpersonal relationships that SMUFU's leaders had would be taxed mightily as they attempted to secure support. Their understanding of departmental politics was

⁵⁴SMUA, DJWF, 2001.034.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-1975, "Collective Bargaining: With respect to Universities," 10 and 11 March 1974, notification flyer. Underlining in original.

⁵⁵SMUA, AMF, FAS, 1999.23D, 4.9, SMUFU - 1975-76, Tenure and Job Security in Faculty Collective Bargaining Agreement, Roland Penner to CAUT-CBC, 28 January 1974.

⁵⁶SMUA, AMF, FAS, 1999.23D, 4.9, SMUFU - 1975-76, Marie-Claire Pommez to all SMU Faculty, 4 March 1974.

particularly important, although much of this was known to the CUPE organizers as well. Monahan's thorough knowledge of the SMU professoriate was quite helpful when dealing with senior faculty members. But in a letter Pommez warned Monahan that too much reliance on this could end up backfiring since an individual faculty member's views on a spectrum of issues might not be relevant to their thoughts about supporting or rejecting the idea of a union. Pommez had a great deal of personal advice for Monahan to help him mobilize support for SMUFU. Her letter, however, revealed a great deal about some factions in the university as well as which tactics might work best with whom; one-on-one interaction was the key.⁵⁷ With respected senior faculty members discussing the importance of maintaining a relationship with CAUT, the respect that the national body had for local autonomy, and the advantages they possessed, the SMUFU organizers felt confident as the certification drive progressed.⁵⁸

⁵⁷SMUA, AMF, FAS, 1999.23D, 4.9, SMUFU - 1975-76, Marie-Claire Pommez to Arthur Monahan, 4 March 1974.

⁵⁸The university normally released salary offers for the upcoming academic year in the latter half of the winter semester. It was legally possible for the two sides - administration and faculty - to mutually agree that this was a normal practice and that it was necessary for the operation of the university to have the release take place. At a meeting on 21 March 1974, the SMUFA passed a carefully worded motion: "That the President of SMUFA request the Board of Governors through the President of the University petition the Labour Relations Board to lift the freeze on academic salaries to allow the payment of projected across-the-board salary increments." The projections were made known publicly through the review of the proposed budget for the upcoming academic year at the 15 February 1974 meeting of the Senate. The NSLRB received the request from the university, along with the SMUFA motion, which the board indicated would be decided prior to the hearings that were slated to begin on 8 April 1974. This across the board salary increase was allowed by the NSLRB as a regular aspect of the university's operation and not as an anti-union tactic. See SMUA, AMF, FAS, 1999.23D, 4.7, SMUFA-1972-73A, Minutes: Special Meeting of the Saint Mary's University Faculty Association, 21 March 1974; SMUA, Senate, Minutes, Vol. 9 (15 February 1974-16 January 1975), Minutes of Special Meeting of Senate, 15 February 1974; and SMUFUOF, Certification - 1973-74, P.F. Langlois to Peter G. Green, 4 April 1974.

Formal Certification

Voting conducted by the NSLRB was conducted on 22 April 1974. The outcome was important not only for the local parties involved but also for many other universities, faculty associations, and the two national organizations.⁵⁹ The stakes, however, were higher for CAUT because it perceived that its role as the sole national organization for academics in Canada was threatened. In order for CAUT to retain this status across the country, it recognized the need to emerge victorious at SMU. There was perhaps less pressure on CUPE because it only needed to win one university's faculty certification drive in order to establish itself. A successful organizational drive down the road could have the same effect.

Momentum was the key in the certification process as the tide of faculty support had swung in favour of collective bargaining in one form or another. With all non-certification options long since exhausted by SMUFA, professors at SMU realized that their relationship with the administration was not harmonious, collegial, or likely to improve significantly in the near future; the damage was done, and for some the depths of the damage were unforgivable. The 15 February card-signing had revealed that at least 120 professors wanted some form of trade-union representation.⁶⁰ Among some faculty members, certification was certain; now the issue was which union would represent them.⁶¹ The results of the referendum seemed ambiguous, as both sides claimed victory.

⁵⁹Cameron, *More Than an Academic Question*, 356-58.

⁶⁰The cards signed specifically relating to the choice of a trade-union by the faculty indicated that approximately eighty percent of the faculty were demonstrating their support for a trade-union.

⁶¹Interview with Howell; and Stefan Jensen, Interview with Dr. Victor Catano, 20 April 2005.

Each group campaigned similarly through this period, and both put forward positive and negative campaign material to demonstrate their respective superiority.⁶²

Within the professorial ranks there was a growing realization of the impending certification. Those who believed that avoiding participation in the process might be possible found their position no longer tenable following the NSLRB's ruling to hold a vote. Many grudgingly accepted the cold, hard realization that they were going to have to vote for the union with which they were more comfortable.⁶³ The criteria they employed are difficult to ascertain, although their comfort level might be determined based upon factors such as who they trusted, which union's proposals would alter their individual circumstances the most, or whether they believed that CAUT would walk away from SMU if it lost. For some faculty members, however, the perception that one of the unions might alter their circumstances negatively may have been enough of a factor for them to cast their vote for a particular side.

On 22 April, under the supervision of the NSLRB, the eligible professors voted. Given that there were three options on the ballot, it was possible that no choice would produce a clear majority; however, the likelihood that the "no union" option would end up with the fewest votes was far greater than either of the others. The results were announced that evening, which revealed that a second vote was necessary. A total of 148 faculty members were eligible to participate, and sixty-nine selected SMUFU, fifty-nine chose

⁶²Pommez to Monahan, 4 March 1974.

⁶³Stefan Jensen, Interview with Dr. Shripad Pendse, 21 April 2005; and Interview with Catano.

CUPE, ten voted for no union, and two spoiled their ballots.⁶⁴ SMUFU had exactly fifty percent of the votes, but the NSLRB required that fifty percent plus one was required to produce a winner. The run-off vote was conducted the following day. This time SMUFU emerged victorious. Of the 139 votes cast, SMUFU received seventy-six votes or (fifty-five percent), while CUPE Local 1682 received sixty-two votes (forty-five percent), with one spoiled ballot.⁶⁵ On 25 April the NSLRB issued two orders to conclude the certification process, one to declare that SMUFU was the certified bargaining agent and the second to declare that CUPE Local 1682 was not.⁶⁶

Upon receipt of this notification, CUPE Local 1682 met for the final time to disband formally and offer constructive advice to its supporters about the future. Despite the loss, the CUPE executive was pleased that ninety-four percent of the faculty supported a trade union to represent their interests. Yet there was still some tension over how the two competing groups would reconcile their differences. In the end, CUPE members in general proved willing to set aside their differences and work for the betterment of the university with SMUFU. On the day before the NSLRB officially released the outcome of the vote, CUPE Local 1682 held one last meeting, passing a motion that encouraged CUPE members to join SMUFU and enclosing a membership card. In a final correspondence with

⁶⁴LAC, CAUTF, MG28-I208, volume 344-second envelope, St. Mary's, Peter Langlois to SMU Employees, 22 April 1974.

⁶⁵LAC, CAUTF, MG28-I208, volume 344-second envelope, St. Mary's, Peter Langlois to SMU Employees, 23 April 1974.

⁶⁶SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-1975, Peter Langlois to SMU and SMU Employees, 25 April 1974; Peter Langlois to Donald J. Weeren, (re: SMUFU), 25 April 1974; and Peter Langlois to Donald J. Weeren (re: CUPE), 25 April 1974.

faculty members, the CUPE executive encourage its supporters to attend the next SMUFU general meeting.⁶⁷

SMUFU was also concerned with encouraging faculty unity in the weeks after the vote. Satisfying those CUPE members who had actively campaigned and organized against it required the SMUFU executive to be flexible on many issues, including committee memberships; indeed, there were CUPE supporters who had a great deal of expertise that would be useful to the new bargaining unit. The expanded membership discussed these issues at a SMUFU general meeting on 30 April.⁶⁸ At this meeting, SMUFU-CBC was expanded by two in order to allow the new members to be represented. SMUFU also received information concerning the ongoing efforts of SMUFA in relation to professorial concerns.⁶⁹ One week later, however, SMUFA passed a series of motions designed constitutionally to suspend its existence and transfer its assets to SMUFU; Crowther seconded Dr. Chauvin's motion to adjourn SMUFA *sine die*.⁷⁰ In a short period, the three organizations were reduced to only one, which was now the certified bargaining agent under the NSTUA.⁷¹

⁶⁷SMUFUOF, Minutes General Meeting – 74-75, CUPE Executive to Fellow Faculty Members, Minutes of 24 April 1974 Meeting, 25 April 1974.

⁶⁸The SMUFU was only now an official university-wide body representing the eligible members of its bargaining unit; however, the SMUFA still existed.

⁶⁹SMUA, AMF, FAS, 1999.23D, 4.9, SMUFU – 1975-76, Minutes: General Meeting of the Saint Mary's University Faculty Union, 30 April 1974.

⁷⁰SMUA, AMF, FAS, 1999.23D, 4.7, SMUFA-1972-73A, Minutes: Final General Meeting of the Saint Mary's University Faculty Association, 7 May 1974.

⁷¹No association emerged in the wake of this organizational shift to represent part-time faculty members; however, during the summer months a SMUFU-affiliated union local would be formed to represent the professional librarians.

Conclusion

Between mid-February and the beginning of May 1974, the environment at SMU was tense as CUPE Local 1682 and SMUFU competed to become the sole collective bargaining agent for the faculty at SMU. The 15 February card-signing referendum had revealed that the vast majority of SMU professors believed in the idea of a trade union. While there was no guarantee that the NSLRB would not rule against the applications for certification, it appeared likely that the professors at SMU were on the brink of being represented by a trade union. Still, the battle over which union would occupy this position remained fierce because each needed to prove to the faculty that it was superior. This was difficult in an environment that was sensitive to the negative impact that personal attacks on the opposition would have. The CUPE organizers made greater headway by attacking CAUT rather than attempting to discredit SMUFU. Even before the NSLRB ruled that there was an eligible bargaining unit, each union tried to convince the faculty that it could achieve more at the bargaining table. Following the release of the results of 23 April run-off vote and the announcement that SMUFU had won, academic life continued at SMU. With a certified trade union now representing full-time professors and department chairs, the process of negotiating a collective agreement began in earnest. One of the biggest challenges for SMUFU was to reconcile the differences between the two groups. CUPE organizers urged their members to support SMUFU so that a unified union could work toward a solid collective agreement. This reconciliation was necessary because the respective campaigns had highlighted the differences and deficiencies of the other side. SMUFU needed to integrate those professors who had supported the CUPE into its

organizational structure; indeed, the common bond was that they all believed that collective bargaining would produce a better university.

The faculty at SMU would fill the summer months with activities for SMUFU. The administration agreed that negotiations for a collective agreement should begin in the hope that an agreement could be in place before the commencement of classes in September. While there was still some trepidation about what was about to transpire, this was outweighed by the hope that a collective agreement would solve problems, heal wounds, and generally improve the morale and condition of faculty members for the future.

Chapter Five: Negotiating Control, 1974-1975

Introduction

The certification of the Saint Mary's University Faculty Union (SMUFU) by the Nova Scotia Labour Relations Board (NSLRB) in April 1974 marked an important transition in faculty-administration relationship. Certification, however, was only the beginning of another process that the faculty and administration were legally obligated to begin: formal collective bargaining. The idea of collectively agreeing on a document designed to regulate the terms and conditions of employment for faculty members at Saint Mary's University (SMU) was not completely new; indeed, the third *Faculty Manual* was the result of a process that mirrored formal collective bargaining in many respects. Under that system, however, no ground rules existed to legally bind both parties to the process. Moreover, the *Faculty Manual* contained no binding dispute resolution mechanism. The legislation that governed collective bargaining was for the first time in Nova Scotia applied to a university. This created challenges for both parties in constructing their new relationship. One obstacle was that it required them to understand the intricacies of a system that some believed did not naturally apply to them.

With this new system guiding the relationship between faculty and the university, we can view the presence of attorneys assisting both parties as a necessary development. The inclusion of lawyers gave each an advisor who had familiarity with the *Nova Scotia Trade Union Act (NSTUA)*. This individual could translate the industrial model into a workable university-based contract. Both sides found it beneficial to have advisors who

understood how to merge the two worlds. This was particularly true during the negotiation of a proposed collective agreement. SMUFU prepared for collective bargaining with the assistance of the organizers and professional staff from the Canadian Association of University Teachers (CAUT). Their experiences before the granting of certification played an important role in the preparations, including those learned from the Canadian Union of Public Employees (CUPE). The process was explained to faculty members during workshops and seminars. Specifically, faculty members learned about the legal framework and some legal maneuvers that are normal in collective bargaining. Indeed, such information was disseminated to educate professors about what they could expect from the employer. They also learned which strategies and model clauses they might need to employ in negotiating their first contract.

The collective agreement negotiated at SMU would span only one year. This was because the university successfully argued that since it could not know a subsequent year's grant from the provincial government, it could not negotiate a longer contract.¹ The positions adopted by the university through its Board of Governors (BOG) reflect the situation as the governors perceived it. Control over the budget was very important to the BOG in the first collective agreement; however, it was control over the processes and bureaucracy that the union craved. What was reflected in the negotiations and in the

¹With this annual system of negotiations in place, many faculty members at SMU would come to think of the negotiation process as one that never truly stopped or restarted. The first three contracts that the university and the SMUFU ratified, reveals a great deal about the nature of university-based collective bargaining and which issues were important for each side. The SMUFU files on this subject are quite compelling because Dr. Victor Catano (member of the negotiating committee) deposited his handwritten notes from individual sessions in the union's office. The personal interviews conducted with faculty members who were heavily involved in this process reveal the breadth in the different approaches to the collective bargaining process at SMU.

chronology of clauses agreed to for the first collective agreement was the two aforementioned negotiating positions. The university wanted to establish and control the operational cost of the institution. This would then place the two parties in a position to negotiate the amounts that they could allocate for monetary issues. This strategy for negotiating the collective agreement was preferable for both parties, although for very different reasons.

The union recognized that work actions by the faculty might be unpopular for the first contract. SMUFU leaders were reluctant to recommend that members undertake job actions. For many, the thought of a strike over monetary issues alone would be tough to sell to the faculty. Some worried that a strike might only reinforce the negative views and fears that some faculty members had about unionization. Strategically, a strike could alienate students, whom SMUFU wanted to keep on their side. The head-start in preparing for negotiations was invaluable, for successfully reaching a collective agreement without incident allowed the faculty to experience a victory. Although the eventual monetary settlement did not reach the levels proposed by the union, the clauses dealing with academic issues were clearly closer to the initial proposals put forward by SMUFU.²

First Collective Agreement Negotiations

Following the successful certification of SMUFU and the magnanimous gesture from CUPE Local 1612's organizers to support it, collective bargaining formally began. The two sides agreed that the first bargaining session would take place on 10 June 1974 so

²Stefan Jensen, Interview with Dr. Victor Catano, 20 April 2005.

that both could have adequate preparation time. For the BOG, negotiating with a trade union was not new, as they had for several years been negotiating with the International Union of Operating Engineers before 1974. They grounded their approach to negotiating a collective agreement primarily on this traditional trade-union relationship. In comparison, however, the experience of faculty members with collective bargaining was limited. This lack of formal experience was not, however, indicative of the knowledge and preparation that the members of the negotiating team had before the commencement of negotiations. While the university hoped that the NSLRB might rule against the certification application, faculty members interested in certification had attended collective bargaining workshops in the expectation that the application would be successful. CUPE organizers had constructed a useful draft collective agreement, and SMUFU organizers had also been occupied with devising and revising potential collective agreement clauses with the assistance and guidance of the CAUT national organizer, Marie-Claire Pommeze.

Under the guidance of its attorney, Peter Green, the SMUFU executive began immediately to prepare for formal negotiations. Mr. Green noted that he was "pleased to have been associated with the Application for Certification of the Saint Mary's University Faculty Union and I look forward to working with the Saint Mary's group and other C.A.U.T. groups in Nova Scotia as the need for legal services arises."³ Many within the university were also anxious to commence negotiations. Indeed, some had specific issues

³This admission and admission of willingness to continue in this line of work was attached to a bill for legal services that stood at \$4,783.40 for the certification of the SMUFU. Library and Archives Canada (LAC), Marie-Claire Pommeze Fonds (MCPF), MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, Peter Green to Donald Savage, 1 May 1974.

they wanted to see resolved. Sometimes the rationale behind a proposal arose from departmental or personal experience. The chairperson of Sociology, Professor Cosper, requested SMUFU to do something for the individuals who resigned their positions. The university wrote that an individual's position or contract ended on 31 August of any given year, but it occasionally removed the resigning faculty member from the payroll before that date. The main thrust of Cosper's proposal was to enable those who were resigning to be able to submit resignations or indications of their desire not to renew a contract without placing them in an untenable financial position. The alternative situation, which he referred to as a "matter of concern," was that individuals who knew they were intending to resign would not submit their resignation until the last possible moment, which left department chairs in the difficult position of trying to find replacements on short notice or of dealing with the fact that the administration might not allow for a replacement at all. This pattern of non-payment included faculty members who were taking leaves as well.⁴

Dr. MacCormack from the Department of History also contacted SMUFU with his thoughts for a potential contract. The twelve points raised in his memo to Dr. Ginsburg reflected several aspects of university life, the future of SMU, and the way certain areas of a potential contract might directly affect him. With Dr. Carrigan's enthusiasm to increase the research output of the professoriate, individuals with a desire to utilize sabbatical leaves effectively needed to have their salary levels adequately reflect the reality that they were still performing their roles as SMU professors. MacCormack laid out the most likely

⁴Saint Mary's University Faculty Union Office Files (SMUFUOF), Negotiations, Collective Bargaining, May 74: 74-75, R. Cosper to Dr. Keith Vaughan (Chair, SMUFU Collective Bargaining Committee), 30 April 1974.

scenario for himself and how a seventy-five percent sabbatical leave policy would affect him and his family:

If I received 75 per cent of my current salary plus an \$8,000 Canada Council Grant, I would, with the above transportation costs (\$2,500-\$3,000 for family of five to fly return to London), just about break even. This however, does not take into consideration a probable net loss in renting of my house in Halifax and rental costs in London. In 1969-70 I suffered a net loss of \$50 per month resulting from the rent differential. If the present system is not improved I will be obliged to teach summer school with a corresponding loss of time for research and writing.⁵

MacCormack was rightly concerned that the university was not adequately addressing the actual costs of research when it developed sabbatical leave policies. The university, however, may have claimed that the cost of transporting family for the purposes of research was not its responsibility. His ultimate point on this issue was that faculty members should not feel penalized financially for taking a leave for research and writing.⁶

The academic structure of work that most university professors understood to be normal was something that MacCormack wanted to see clarified, especially as it related to the offering of classes outside the normal work day or off-campus. MacCormack was uneasy about the number of faculty members who left Halifax before convocation, the formal end of the academic year. Senate dealt with each individual student in the graduation stream, as well as those who might not have met each qualification. Although Senate had the power to decide to allow an individual to receive credit toward graduation,

⁵SMUFUOF, Negotiations. Collective Bargaining, May 74: 74-75, J.R. MacCormack to Dr. J. Ginsburg, 9 May 1974.

⁶MacCormack and those who were interested in the importance of sabbatical leaves would be pleased to see the fruits of a CAUT survey that had been sent out in the early months of 1974 and published in October of that year. George Frappier, "Sabbaticals and Other Leaves at Canadian Universities," *CAUT Bulletin*, 23,2 (October 1974), 10-19.

MacCormack thought it only proper that faculty members be at SMU until Senate had completed the graduation list.⁷

The provision of university courses in the evening had been a part of the SMU academic offering for several years, but MacCormack did not want to see professors forced into a position in which they would be regularly offering night courses. He suggested a limit of "once in three years" for courses taught after 4:30 pm. Additionally, although vaguely, he suggested that any off-campus teaching be limited to one course per year and be beyond the normal course load of a faculty member. It is unclear to what he was referring in this instance, although it is possible that SMU offered courses elsewhere in Halifax in facilities that could not be considered the campus proper, such as a public library. It is plausible that he was referring to professors who may have been teaching a course at Dalhousie University, perhaps a graduate course, or a course open to the public.⁸

MacCormack's greatest concern with the pending collective agreement was that it respect the proper collegial, shared authority/governance model. While he supported both CAUT and SMUFU, he believed that the ultimate authority in the university lay with Senate. Ensuring that authority remained vested in the hands of the faculty was a serious concern. In particular, promotion and tenure committees gave him some trouble as he attempted to reconcile their past nature to the strict definitions in the trade-union legislation and the *SMU Act*. He understood the desire to have these committees be binding upon the President of the university, but he was unsure that such a structure could

⁷MacCormack to Ginsburg, 9 May 1974.

⁸*Ibid.*

survive in this new environment. If the administration accepted the committee's decisions as binding, it might then choose to apply for a ruling that would make the committee part of management and not of the employees. McCormack was greatly concerned that "an Arbitration Board would be as ready to create new precedents" as the NSLRB had been in relation to the position of departmental chairs. He was still afraid that it was possible for the chairs to be considered part of the management structure, even though the NSLRB had included them in the bargaining unit. He seemed happy with the *status quo* on promotions and chairs.

I think that we could expect that they would take the view that we must not expect to have it both ways, and they would do this with no misgivings because the traditional modus operandi of universities is as incomprehensible to the average lawyer or business man as it is to the trade unionist.⁹

We might best summarize his positions as wanting to secure a contract that reflected these aspects of the *status quo*, lest the university try to remove these two important aspects of faculty and departmental life.

SMUFU attempted to integrate the organizational knowledge and energy of the CUPE organizers into the collective bargaining process.¹⁰ Acting with unity and solidarity was important for the faculty, which both SMUFU and the CUPE organizers recognized; indeed, following certification there was little anti-SMUFU sentiment evident among the

⁹ *Ibid.* Underlining in original.

¹⁰ LAC, Canadian Association of University Teachers Fonds (CAUTF), MG28-4208, volume 258, CUPE - General, Roger Crowther to Mr. R. Deaton (CUPE - Educational Institutions Contact Person), 22 May 1974.

faculty.¹¹ Suggestions for the wording of and scope of clauses were actively sought by the union. While many faculty members would not be on campus for much of the time between May and September, all were encouraged to keep in contact with SMUFU because a ratification vote could take place before the commencement of the fall semester.¹² SMUFU members on the executive and negotiating committees actively worked throughout the summer on the initial collective agreement; indeed, on 10 June SMUFU presented a draft collective agreement from which it would begin its negotiations.¹³

The relationship between the SMUFU and the BOG negotiating teams was at first almost completely new for both. There were business and corporate leaders on the BOG who had experience with unionized workforces, but no one had experience with negotiating in this hybrid environment. SMUFU members had been well prepared in the lead-up to certification, but none of their team had much, if any, experience with negotiating a collective agreement. It was in these first few years that the presence of senior academic administrators on the BOG negotiating team that made some portions of the process run smoothly because both sides understood how certain clauses would

¹¹In much the same manner as during the organizational drive, the opposition to the SMUFU would be manifested as opposition to the CAUT and its presence, ineffectiveness, and perceived inflexibility toward smaller member universities. The hostility toward the CAUT would fester and grow during the first few years after certification and will receive in-depth discussion in Chapter Six.

¹²Saint Mary's University Archives (SMUA), Arthur Monahan Fonds (AMF), Faculty Association Series (FAS), 4.7, 1999.23D, SMUFU - 1975-76, R.H. Crowther to All Faculty Members, 2 May 1974.

¹³SMUFUOF, Draft Agreement between SMUFU + Saint Mary's Univ. Incorp. June 74 - 74-75, Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

uniquely affect the university.¹⁴ The BOG team drew from its collective experience with the industrial trade-union model. They relied heavily upon tactical advice from their attorney. The legal advice that the BOG operated under was not necessarily incorrect, but sometimes the advice proved to be foolhardy because it was based upon a serious misreading of the mood of the faculty during this critical first session. The two parties agreed that they should negotiate all non-monetary clauses before dealing with monetary issues. The BOG sought to resolve long-standing differences in the operation of the university while delaying the discussion of money and fringe benefits until the fall semester commenced. This was largely due to the reality of a strike working to the advantage of the BOG and not the union because of the presence of the students. The salary and monetary package would prove to be difficult to resolve. When they came to these sections, most of the non-monetary issues had been negotiated to the advantage of SMUFU and not the BOG.¹⁵

The strategy of negotiating the non-monetary issues first was a gamble for the BOG. During the months leading up to the commencement of negotiations, the BOG seriously misread the intentions of SMUFU. While monetary and financial issues concerned the new union, the governance and administration of the terms and conditions of employment superseded them. Discussions within the union relating to monetary issues concluded that a raise was almost a certainty; however, the amount was what the union perceived to be the only aspect up for negotiation. CAUT had published an annual survey

¹⁴Stefan Jensen, Interview with Dr. John Chamard, 28 April 2005.

¹⁵Interview with Catano.

of salaries since the early 1950s so that its member associations could have points of comparison, but SMU faculty had not discussed salary increases in detail or publically because they appeared inevitable. The issues surrounding unionization had not focused directly on salaries or monetary issues.

The negotiations on the non-monetary issues that took place during June were extremely productive and were conducted without much rancour, at least once the two sides agreed to meet.¹⁶ This is not to suggest, however, that the sessions were not without difficulties or tension. The administration had proposed a break for the month of July to accommodate their bargaining team's summer schedules. More important, there was a desire among the SMUFU executive to resolve the contract negotiations before the commencement of the fall semester.¹⁷ They would later reveal to the faculty that the primary reason the administration asked for such delays was due to Carrigan. "At the very outset in June the President wished to postpone negotiations many weeks so that his holiday plans would not be interrupted."¹⁸ There were other factors, though, that contributed to the tense environment. With Carrigan on the BOG negotiating team and Dr. Savage on the SMUFU contingent, there was a pre-existing acrimonious relationship. The union had the support of CAUT in Savage even if the body itself was only beginning fully

¹⁶Lynne Terris, "SMUFU Contract Negotiations Deadlocked," *The Journal*, 9 September 1974; and LAC, CAUTF, MG28-I208, volume 268, CAUT Executive Minutes, Minutes: 14 June 1974.

¹⁷LAC, CAUTF, MG28-I208, volume 259, General and Local Correspondence, Summary of telephone conversation between Peter Green and SMUFU, 3 June 1974.

¹⁸LAC, MCPF, MG31-B25, volume 1-4, Saint Mary's University Faculty Union Organizational Drive Correspondence, n.d., 1972-1974, Keith Vaughan (Acting SMUFU President) to Faculty Members, 9 August 1974.

to endorse the principles of collective bargaining to ensure a fair and equitable workplace for professors in Canada.

While the monetary and financial aspects of the contract were extremely important to SMUFU members, the negotiations on clauses relating to promotion and tenure, grievances, presidential authority, and appointment procedures were much more important during these summer sessions. Preparing for these negotiations began in the autumn of 1973 as both CUPE and SMUFU formulated potential contract proposals. The BOG, however, had not prepared as fully. It is likely that individual governors believed that they should invest no money until the NSLRB formally announced certification. The decision relating to the attempted postponement of negotiations was to place pressure on the faculty not to interrupt the academic year. If the outstanding unresolved issue was monetary, the BOG believed that it would be seen in a positive light, while the faculty would be seen as greedy and disruptive. SMUFU also believed that it would be in a stronger bargaining position on monetary issues if they took place during the autumn. Students would become the most important public relations target for both the BOG and SMUFU because their support was highly desirable for both. If students sided with the BOG (as Saint Mary's University Students' Association President, John Stuart, had during the certification process¹⁹), it was possible that the SMUFU would have less desire to push as hard on the unresolved monetary issues. If the students threw their support behind their professors, the

¹⁹For a good summary of the intervention as well as a point-by-point response from CUPE see "John Stuart v.s. The Canadian Union of Public Employees," *The Journal*, 17 March 1975.

BOG might be inclined to push for a settlement rather than endure public displays of displeasure at their handling of the negotiations.

In late May 1974 the SMUFU Collective Bargaining Committee (SMUFU-CBC) began to prepare for the collective bargaining that was set to commence in June. The participation of faculty was a crucial component to the planning process, and the SMUFU-CBC recognized that the process of soliciting their input might also help to bring the CUPE and SMUFU groups together. At the end of May and beginning of June, five days were set aside for union meetings to allow discussion about what SMUFU's initial bargaining position should be.²⁰ These meetings were crucial for the union in constructing its initial contract proposal. The minutes from these meetings, however, are minimal, although they do reveal a good deal about the meetings, their importance, and the necessity that SMUFU behave appropriately in the preparation of proposals.²¹ Dr. Keith Vaughan, chair of the SMUFU-CBC, prepared a report that served as the basis for discussions. His summary of the proposals is a good indicator of how the union would move toward its 10 June 1974 draft proposal.²²

The greatest problem the union faced in preparing its proposals was to ensure that enough faculty members participated in the discussions. While they gave all members the

²⁰SMUA, Saint Mary's University Faculty Association Fonds (SMUFUF), 2001.034.01, Series 2-2, Box 1, SMUFU: Notice of Special Meeting, 27 May 1974.

²¹The minutes for the five days' worth of meetings all fit onto one letter-sized page. SMUA, SMUFUF, 2001.034.01, Series 2-2, Box 1, Minutes: Special Meeting of Saint Mary's University Faculty Union, 27, 28, and 29 May; 3 June; and 7 June 1974.

²²SMUA, SMUFUF, 2001.034.01, Series 2-2, Box 1, SMUFU Collective Bargaining Committee Report, no date.

opportunity to submit ideas for consideration, attendance at these five meetings was quite low. There are important lessons that can be drawn from these meetings and the problem of attendance. Their timing did not fit particularly well with the academic calendar for many members who attended scholarly conferences, who would leave Halifax for research, or who would take vacation at this time of year. Although more than twenty union members attended some of the meetings, they are not identified in the minutes.²³ This is of particular importance given that the assembly was voting upon motions to fill their negotiating committee. It is difficult to know, for example, if the final grouping was present at the meetings throughout or just on the day of the final vote. In the end, however, the negotiating committee included both CUPE and SMUFU supporters, most notably Professor Whalen from the CUPE camp and Dr. Monahan from the SMUFU group.

The summary of proposals from Vaughan's committee covers the broad gamut of issues that affected union members at SMU. In the summary we can see the beginnings of the conversion from academic to contract language. SMUFU believed in the importance of ensuring that they worded the clauses dealing with relations with the administration in a traditional trade-union manner. One of the most interesting clauses put forward by Vaughan's committee was to protect members in case of merger or amalgamation. A partial merger with Mount Saint Vincent University had long been discussed. Even though SMU had emerged from the ownership of the Archdiocese four years earlier, it is

²³Minutes: Special Meeting of Saint Mary's University Faculty Union, 27, 28, and 29 May; 3 June; and 7 June 1974.

significant that the SMUFU-CBC proposed this clause.²⁴ It was not outside the realm of possibility that SMU might acquire another university or become part of another institution. The other sections of the summary reveal a consistency with the model of faculty participation in the decision-making process.

The issue of faculty salaries were not prominent among the arguments put forward by CUPE and SMUFU members during the organizing drives. With SMUFU certified and collective bargaining commencing, salaries emerged as equally important as the other pressing issues. CAUT had been providing its member associations with average salaries, by rank, since the 1950s, when one of the most difficult aspects of university life was determining if one university was compensating its faculty adequately. Over the years, individual professors would become ever more thankful for the service provided by CAUT since faculty associations could use the information in negotiating annual salary levels for their members. One of the larger questions raised in a discussion of national salary levels is determining which universities are truly comparable; this determination raises issues about the existence of a higher education hierarchy in Canada. A leader in the field of salaries was the University of Toronto, which positioned itself as Canada's leader in higher education and research after World War II.²⁵ Toronto was cited as the standard desired by

²⁴This clause would be kept for the 10 June 1974 proposal and would be part of the ratified collective agreement with only minor rewriting done. SMUFUOF, 1st Collective Agreement: Signed December 6 1974, Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974; and Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

²⁵Martin L. Friedland, *The University of Toronto: A History* (Toronto: University of Toronto Press, 2002); and William H. Nelson, *The Search For Faculty Power: The University of Toronto Faculty Association, 1942-1992* (Toronto: University of Toronto Faculty Association and Canadian Scholars' Press, 1993).

other large universities, such as the University of British Columbia and McGill University.²⁶ At SMU, the goal of the faculty was to achieve salary parity with the average Canadian university.²⁷ This was a laudable goal and could not be dismissed easily. Nonetheless, the rate of inflation that Canada and much of the world experienced in the 1970s made comparisons more complicated because some faculty associations had been able to secure better cost-of-living adjustments.

SMUFU entered negotiations with a collective bargaining template. We can glean a great deal from the SMUFU's 10 June 1974 proposals.²⁸ Remnants of the third edition of the *Faculty Manual* still appeared in the tenor and language. Much of that manual was fundamentally sound in relation to how the faculty at SMU envisioned their work and working conditions. In any negotiation process, there are always aspects that have to be sacrificed to achieve greater benefits for a higher percentage of union members. On 6 June, Savage circulated a set of policies to all presidents of local and provincial associations on the matters of maternity, paternity, and family leave. In a covering letter, he noted: "All local associations should now ensure that adequate maternity leave practices exist on their campuses."²⁹ There was a limitation to the CAUT's proposed maternity leave policy; as it

²⁶William A. Bruneau, *A Matter of Identities: A History of the UBC Faculty Association, 1920-1990* (Vancouver: University of British Columbia Press, 1990), 17.

²⁷SMUFU Collective Bargaining Committee Report, no date.

²⁸Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

²⁹SMUFUOF, Status of University Women: Status of Faculty Women, 1976-77, Donald C. Savage to Presidents of local and provincial associations, Corresponding members of the Status of Women Committee, Status of Women Committee, and the Board of CAUT, 6 June 1974.

readily admitted, the policy covered only female faculty members.³⁰ CAUT justified the exclusion of male faculty members on the ground that university administrations would fight faculty associations/unions on granting paternity leave: "The Committee on the Status of Women Academics considered that trying to ensure maternity leave first was wiser, than to take up the matter of paternity leave or family leave."³¹ The 10 June SMUFU proposals did include a clause on maternity leave that reflected the CAUT's position.³² When SMUFU and SMU signed the first contract, however, the maternity leave clause was absent.

A comparison of the 10 June proposals and the final contract reveals much about the negotiation process and the shaping of a trade-union contract in an academic setting. After the summer negotiating sessions had concluded, the union and the university appeared to be well on the way to a complete agreement. The changes negotiated reveal not only what was important to the union and to the university, respectively, but also which of the issues were rewritten to reflect the nature of a trade-union agreement. This appears, for example, in the revision to the first section of the agreement which outlines the definitions to be used throughout. SMUFU's proposal repeated mentions of the "University," while the final agreement read that the university would be referred to as the

³⁰"Resolution on Maternity Leave," *CAUT Bulletin*, 22,6 (June 1974), 42.

³¹Savage to Presidents, 6 June 1974.

³²The issue of leaves was included in a list of sixteen outstanding issues that the union submitted to the Minister of Labour as grounds for the appointment of a conciliation officer in late July 1974.

"Employer."³³ In some ways, this might be construed as a trivial example of a change in language, but it is far more revelatory in terms of how the administration, BOG, and the President had come around to the ideas of a traditional employer-employee model. In many respects it also reflects the approach taken by the BOG's negotiating team, which was influenced by the presence of labour lawyers with extensive experience in negotiating and writing collective agreements.³⁴

When the 9 September 1974 issue of *The Journal* published its story on the state of contract negotiations, it appeared that a "tentative mutual agreement was reached" on non-monetary issues.³⁵ From the union's perspective, the President's memo of 10 September further established the existence of an agreement on non-monetary issues. The Memorandum of Understanding issued by Carrigan was to clear up some standard university operating procedures that related to faculty but were not in the collective agreement. Carrigan called these conditions relating to the provision of "certain other amenities during the course of the term of the Agreement."³⁶ Among the items included were that the university would provide office space, office equipment, a telephone, and access to the "office at any time." The university would do its best to provide one office per professor, but "such shared facilities [would] provide adequate privacy for each

³³Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974; and "Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

³⁴Interview with Catano.

³⁵Terris, "SMUFU Contract Negotiations Deadlocked."

³⁶SMUFUOF, Correspondence - 75-76, President of the University to the President of the Saint Mary's University Faculty Union, 10 September 1974.

member to carry out his professional responsibilities." Departmental secretaries would provide stenographic assistance, including the typing of research material; however, to be reasonable for the secretaries, this only included "the preparation of articles for publication in learned journals or papers for presentation at scholarly conferences." Also, if the publisher agreed to provide a free copy of a designated course textbook, the bookstore would ensure this was given to the professor. Appropriate parking and the provision of space on bulletin boards for union postings were also included. The university also agreed to provide a faculty lounge, which would provide tea and coffee, and to assume responsibility for its upkeep.³⁷

The negotiations that led to the non-monetary settlement during the summer of 1974 suggest that the union sought greater certainty over the processes and conditions of employment. While each section of the agreement is important, some clauses have more direct relevance to individual professors. Many clauses built upon preceding ones and attempted in their own way to fulfill the commitment laid out in the introduction to the agreement. This section is an important piece to the collective bargaining process because it enabled both sides to have input into what they perceived the university to be and its overarching and guiding mission. The proposal put forward by SMUFU was much more faculty-centred, although it appears to fall well outside what traditionally was included in such a section. The faculty proposal included reference to the future, which suggests that SMUFU intended this section to demonstrate the importance of a contented faculty:

³⁷President of the University to the President of the Saint Mary's University Faculty Union, 10 September 1974.

The University and the Union recognize and declare that providing a quality education is their major mutual aim and that the character of such education depends, predominantly, upon the quality, security and moral of the teaching staff. The parties to the Agreement recognize both the need and opportunity for the improvement and growth of Saint Mary's University and pledge themselves cooperatively to the achievement of this aim.³⁸

The concluding section of this clause referred to the importance of recognizing that faculty have always participated in the formulation and direction of academic policy within the university and that the agreement needed to respect this. The final form that his clause took in the collective agreement did not radically differ from this proposal, but it was a more concise and direct revision.

The parties mutually recognize that the purpose of the University, as defined in the Saint Mary's University Act, 1970, is to provide a facility for higher education through teaching, research and community service. Both parties agree to work cooperatively towards developing the quality and effectiveness of the education provide by the University, and to encourage a climate of freedom, responsibility and mutual respect in the pursuit of the University's goals.³⁹

Noting that language changed between the proposal and the signed agreement is an important clue to the meaning of the university. The difference between these two statements on the purpose of the agreement suggests that in this instance, SMUFU had overstated its case in its proposal; perhaps it also suggests that SMUFU was inexperienced in the construction of a collective agreement. In the end, however, the two clauses did not differ greatly in terms of content.

³⁸Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

³⁹Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

Academic freedom represents one of the most significant aspects of the university and of professorial conduct.⁴⁰ The protection of academic freedom within Canadian universities was one of CAUT's greatest strengths.⁴¹ The collective agreement proposal put forward by the union again revealed their inexperience with drafting clause language. The proposed clause on academic freedom read: "The University and the Union agree to abide by the principles of Academic Freedom as expressed by the Canadian Association of University Teachers in the 'CAUT Handbook,' second edition, 1973."⁴² The inexperience reflected here is that it is outside of normal agreement construction to refer to outside documents as having a governing function within the agreement. In this sense, constructing such an important clause by making reference to an external document was unreasonable. Given that SMUFU was attempting to construct a complete collective agreement in a relatively short period, it is plausible that it believed that such a maneuver might be successful. While less plausible, it may have been SMUFU's intention to use such a reference to indicate the type of academic freedom clause they were looking for in the contract.

In the signed contract the academic freedom clause was moved from two to eight, which does not necessarily reflect a decline in its importance for either the university or

⁴⁰Michiel Horn, "Canadian Universities, Academic Freedom, Labour, and the Left," in Bryan D. Palmer, ed., *Labouring the Canadian Millennium: Writings on Work and Workers, History and Historiography* (St. John's: Canadian Committee on Labour History, 2000), 439-68; and Michiel Horn, *Academic Freedom in Canada: A History*, (Toronto: University of Toronto Press, 1999).

⁴¹Frank Abbott, "The Origins and Foundation of the Canadian Association of University Teachers," EdD dissertation, University of Toronto, 1985.

⁴²Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

the union. The agreement's clause on academic freedom was not an exact replication of what the CAUT had outlined in their handbook:

The Employer and the Union agree to abide by the principles of academic freedom as expressed in the following statement: Academic freedom involves the right to teach, investigate and speculate without deference to prescribed doctrine. It involves the right to criticize the University and the Union. The right to academic freedom carries with it the duty to use that freedom in a responsible manner.⁴³

While this clause is straightforward, it is no more specific about what constitutes academic freedom, nor does it specify what "a responsible manner" might mean. To be fair, however, there was no unanimous definition even within CAUT on this issue.⁴⁴ Some CAUT members may have felt justified in being concerned that a reference to "responsible manner" was made explicitly, since it might suggest that the employer could determine certain activities, writing, or teaching to be non-protected. It might have been possible for a "violation" of that section to result in another "Crowe affair."⁴⁵

The SMUFU proposal also included a lengthy statement on non-discrimination at the university. SMUFU's position again revealed their inexperience with contract language. Clauses on topics such as non-discrimination must be written in a way that is universally applicable throughout the entire contract. This is to ensure that if an individual

⁴³Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁴⁴John Judson, "Academic Freedom and Tenure," *CAUT Bulletin*, 22,1 (September 1973), 14.

⁴⁵For a concise recapping of the Crowe Affair see Michiel Horn, *Academic Freedom in Canada: A History* (Toronto: University of Toronto Press, 1999); Frank Abbott, "The Crowe Affair: The Academic Profession and Academic Freedom," *Queen's Quarterly*, 98,4 (Winter 1991), 818-39; and A.G. Bedford, *The University of Winnipeg: A History of the Founding Colleges* (Toronto: University of Toronto Press, 1976), 296-330.

clause is written in a discriminatory manner, both the employer and employee can seek redress on the specific clause. In this clause, SMUFU included the phrase: "[I]n such matters as salaries, fringe benefits, appointment, rank, promotion, tenure, sabbaticals"⁴⁶ For a collective agreement, such a phrase is unnecessary and suggests, implicitly or not, that there may exist a hierarchy of the aspects of the terms and conditions of employment. The signed agreement corrected this and removed the reference to examples.⁴⁷ One minor difference in the two clauses included the negotiated mandatory retirement age in the signed agreement. There were two important categories not included in either of the non-discrimination clauses: disability and sexual orientation. Yet these two categories were known by both CAUT and the university.⁴⁸

For the union during these summer negotiations, the importance of gaining greater control over appointments, tenure and promotion, and presidential rights, roles, and responsibilities were the top priorities. Movement toward these goals took two different forms. The first concerned those areas it could negotiate through the collective agreement process, while the second was to engage the BOG in discussions on revising the by-laws it had promulgated relating to the terms and conditions of employment, such as the

⁴⁶Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

⁴⁷Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁴⁸A good example of the debate in 1977-78 on sexual orientation discrimination see the correspondence amongst the CAUT, University of Saskatchewan Faculty Association, and the Gay Academic Union at the University of Saskatchewan. See LAC, CAUTF, MG28-1208, volume 518-2, University of Saskatchewan Faculty Association (USFA), Peter Millard to Ian McKenna, 30 September 1977; P.C. Dooley to Don Savage, 5 October 1977; LAC, CAUTF, MG28-1208, volume 518-3, USFA, John McConnell to Don Savage, 31 January 1978; Don Savage to John McConnell, 24 February 1978; John McConnell to P.C. Dooley, 6 March 1978; and Vic Sim to CAUT Executive, 14 March 1978.

appointment of deans. The initial proposal put forward by the SMUFU in June 1974 reflected a concise and well conceived approach to ensuring fair processes concerning faculty appointments, tenure, and promotions.⁴⁹ It did not differ greatly from the collective agreement signed on 6 December 1974, which itself reflected a detailed understanding of these processes and the importance of the participatory model.⁵⁰

By the last week of July, negotiations between SMUFU and the BOG had reached an impasse. At the 24 July special meeting of SMUFU, a list of sixteen separate unresolved issues were presented to the reported to the membership for presentation to a conciliation officer, which was provided for in the trade-union legislation. To ensure that the negotiating team could return to the table with the backing of the union's members, the following motion was put forward and carried (thirty in favour and two abstentions): "The members of SMUFU fully support the negotiating team's position on the items which have led to the request for the conciliation process. The membership assures the negotiating team that it is ready to support it by every means practicable."⁵¹ The negotiations during July had produced "substantial progress towards the conclusion of a collective agreement," but sixteen were still outstanding.⁵² There is no indication of the causes for each of the

⁴⁹Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

⁵⁰Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁵¹SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, SMUFU: Minutes of Special Meeting, 24 July 1974. The available list of the outstanding issues is dated 25 July and is contained within a letter to the membership of the SMUFU.

⁵²SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Keith Vaughan (Acting SMUFU President) to All Faculty Members, 25 July 1974.

outstanding items or to what extent the BOG's negotiating team was hesitant, reluctant, or refused to concede ground on them.

Among the outstanding issues were several that were less controversial than others.⁵³ The disagreement over union security and the check-off of union dues was an example. Without access to records indicating the nature of the disagreement, suggesting why the administration balked at this clause is difficult. But it is likely that it was related to the mechanics of collection and the provision of lists and income tax documentation for the membership with appropriate deadlines. The reason for this possibility is that the two could not avoid the Rand Formula in terms of membership and the payment of dues or dues-in-kind; arranging to have internal university systems adjusted to provide for this process may not, however, have been possible by late July.⁵⁴ It is also possible that the legal advice received by the BOG's negotiating team was strident enough to lead them to demand that the language in this clause be as clear as possible. The final agreement included four parts to the clause. "The Union agrees and shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any employee"⁵⁵ Protecting the university as a corporation was an important aspect of this clause.

⁵³Vaughan to All Faculty Members, 25 July 1974.

⁵⁴The Rand Formula was first expressed in 1946 in Supreme Court Justice Ivan Rand's arbitration decision to end the Windsor Ford Strike. The basics of the formula is that since each member of the group is covered by the union benefits and is covered by the collective agreement, each member or worker must belong to the union. Exemptions are allowed for religious reasons; the dues are still collected and donated to a charity that the employer and union mutually agree to.

⁵⁵Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

One of the original causes for grievance by the professoriate against the administration concerned clauses that appeared in individual professors' contracts. The problems that arose from these stemmed, at times, from the inclusion of special provisions that deviated from the standard contract; indeed, one of the problems was that there was not a standard contract used by the university. SMUFU attempted to reign in the arbitrary authority of those who had the final say over the language of the contracts. It wanted to ensure that individual professors who might require special provisions as part of their recruitment to SMU, such as the provision of laboratory space, be in a position to ask for this. SMUFU was also between a rock and a hard place on the issue of the completion of a doctorate by newly hired professors. If a professor had provided assurances that he or she would complete a programme by a specific date, some mechanism needed to be included to enforce this. SMUFU may have found itself in the unenviable position of potentially arguing for the retention of an individual who had made unrealistic promises of completion. When negotiations began, the union attempted to put forward strong language to ensure fairness on this issue.⁵⁶ Since no agreement had been reached on this by mid-July, SMUFU included it as one of the areas that needed a conciliator. Another issue dealing with arbitrary attempts to modify individual contracts concerned SMUFU's demand that its permission be required before an individual could be offered an initial salary that was above the normal position on the salary scale.⁵⁷

⁵⁶Draft Agreement Between The Saint Mary's University Faculty Union And Saint Mary's University Incorporated, June 10, 1974.

⁵⁷Vaughan to All Faculty Members, 25 July 1974.

The areas of greatest concern for the union not dealt with at the time it requested conciliation were in the wide-ranging area of grievance procedures, topics covered by possible grievances, and the authority of the President to veto decisions made elsewhere within the university. In particular, this related to decisions made by the University Review Committee (URC).⁵⁸ SMUFU wanted to limit the "right of the President to veto the decisions of the URC without his judgement being subject to grievance and arbitration."⁵⁹ There are several important reasons why SMUFU wanted such a clause, beyond solving a problem that had arisen previously. The collegial model of university governance was also the basis for decisions surrounding tenure and promotion. Faculty members could not accept a presidential veto of a positive recommendation for tenure or promotion. This was not only because the decision was made at the departmental level and confirmed by the URC but also due to the probability that the President was not in the same academic field as the individual and therefore not in a position to judge a professor fairly. SMUFU had concerns in other areas that would affect the President's decision-making process, such as union support, political ideology, or personal grounds unrelated to the professor's abilities or qualifications. For the President, however, the collegial model of university governance had always recognized his position as the penultimate decision maker; it was possible that a governing board might also reject a decision, but such actions tended to be done through

⁵⁸The University Review Committee was the final internal body that dealt with promotion, tenure, and renewals, prior to the decision being placed before the President for a final decision for presentation to the BOG.

⁵⁹Vaughan to All Faculty Members, 25 July 1974.

the office and person of the President.⁶⁰ The union was anxious to ensure that the decision-making of the President in this regard was not completely removed, because the alternatives were even less attractive. What the union wanted to ensure was that a decision by the President that reversed a URC recommendation was subject to grievance and arbitration, which in relation to the non-renewal of contracts was the equivalent of providing written reasons for negative decisions.

The possibility that a conciliator could bring the two sides together was important for both the union and the university. For the latter, the greatest reward was the likelihood that a conciliator would look favourably upon the *SMU Act* and the traditional authoritative structures surrounding academic governance and administration. This, however, was one of the greatest weaknesses of the old system, as such faith had not been supported by attempts to block the certification of the faculty union. On the other hand, SMUFU believed that a conciliator was necessary in order to reach a successful conclusion to negotiations. As well, if SMUFU took any job-action under the *NSTUA*, it would need to be able to demonstrate to its membership that it had made every attempt to negotiate a settlement before resorting to job action. The conciliator could not compel an agreement nor could a report issued be held as a definitive ruling on the contractual negotiations at SMU; indeed, the purpose of a conciliator was to demonstrate to both sides, if possible, that they were not as far apart as perhaps they thought. The next step after the conciliator was the formal application to establish a conciliation board, which required the agreement

⁶⁰For examples of presidential autonomy in decision making see Horn, *Academic Freedom in Canada*.

of both the union and the employer. The conciliator-facilitated sessions took place on 23, 24, and 25 August 1974 and appear to have resolved many of the issues upon which SMUFU had originally filed.⁶¹ By the 4 September meeting of SMUFU, the remaining three issues were salary increments, "related monetary issues," and presidential vetoes. A motion was carried to instruct the SMUFU executive to file for the conciliation board if the outstanding issues were still unresolved when the conciliator filed his report.

While progress was being made toward a settlement, some within the union were not content with the events. At the 4 September meeting, called primarily to keep members abreast of the status of negotiations, a motion was passed instructing the SMUFU executive to circulate a summary of items agreed to thus far. Although on one level this motion was a straightforward request for information, there was substantially more to it.⁶² The mover of the motion, Ansell (Philosophy), had been a strident CUPE supporter. The purpose of his motion was to pressure the CAUT-backed SMUFU negotiating team to produce a collective agreement that "solved" the problems of the professors at SMU. Should the agreed items be substantially deficient in any way, CUPE supporters who had not accepted SMUFU or those who had consistently been opposed to any union would have been in a position to fracture the union.

Negotiating a new salary scale was an important component of the collective bargaining process. SMUFU did not underestimate the necessity of securing an attractive

⁶¹SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Minutes: SMUFU Meeting," 4 September 1974.

⁶²Minutes of the SMUFU Meeting," 4 September 1974.

monetary settlement in this first round of negotiations. The primary goal was to keep salaries competitive with other universities in the region. Competitive salary offers were necessary if the university was to compete for the best candidates. At the same time, the university needed to retain faculty members after they were granted tenure.⁶³ Negotiations over the new salary package quickly became acrimonious, as SMUFU requested double-digit raises at which the BOG blanched. The university recognized the need to keep pace, and the union recognized the need and desirability to achieve the national (or at least regional) average. During salary negotiations the university claimed the existence of several important, non-negotiable conditions: that its budget was finite and that it would not allow an unbalanced budget because of the contract settlement. The desire of both sides to achieve a settlement "at the bargaining table" may have placed a great deal more pressure on the union to achieve a realistic salary settlement than upon the university.⁶⁴ The two bargaining teams exchanged salary proposals but made little progress. On 13 September, Ginsburg issued an information notice to all faculty members explaining SMUFU's position on salaries, which was based upon three separate points. The first was that each "returning faculty member receive a 10% salary increment;" the second was that each faculty member "receive a \$600 cost of living bonus;" and third, that the "part-time

⁶³As the 1970s progressed, it appears that the number of available positions advertised in the *CAUT Bulletin* and the AUCC's *University Affairs* were declining and that the job market was shrinking, thus reducing the pressure on universities in relation to the pressure on administrations to retain faculty members.

⁶⁴Lynne Terris, "SMUFU Rejects New Offer," *The Journal*, 16 September 1974.

and overload stipends be increased to \$2,280.” In this offer was a financial breakdown of what the proposal would cost the university if accepted.⁶⁵

On 17 September SMUFU held a general meeting to discuss the progress of negotiations on the monetary issues. They discussed, but did not accept, the university’s offer of a ten percent increase with a two percent cost of living bonus. The assembled union members expressed their support for the union to continue with its application to the Conciliation Board.⁶⁶ Over the following weeks, they made little progress toward reaching an agreement. The university did not accede to the request to establish a Conciliation Board, which it may have believed would have brought an undue outside influence into the proceedings and could saddle the university with an unrealistic settlement. The inability of the union’s negotiating team to achieve a satisfactory agreement revealed the internal divisions within SMUFU. Despite the inability of SMUFU to attain all of its goals, there appeared to be a settlement on the horizon. This potential resolution was presented to the union’s members at the 30 October general meeting. The members defeated an executive motion that asked for a referendum on ratification when they settled the method of salary distribution.⁶⁷ By early November SMUFU began to settle on the monetary issues. One

⁶⁵SMUFUOF, Negotiations, Collective Bargaining, May 74: 74-75, Dr. Jack L. Ginsburg to SMUFU Members, 13 September 1974.

⁶⁶SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Minutes: SMUFU Meeting, 17 September 1974.

⁶⁷SMUFUOF, Minutes: General Meeting, 74-75, Minutes: SMUFU General Meeting, 30 October 1974.

reason for why they made little progress previously was that faculty at other universities in Nova Scotia had accepted ten percent salary settlements.⁶⁸

On 4 November the SMUFU negotiators recommended ratification of the proposed collective agreement.⁶⁹ The following day, the SMUFU executive "voted unanimously to recommend ratification of the proposed collective agreement" and to begin the ratification process through an organized vote of the membership.⁷⁰ The executive committee scheduled a meeting for 12 November for the sole purpose of discussing the contract; they would distribute copies of the agreement to the membership.⁷¹ The executive also arranged for the ratification vote to take place on 14 and 15 November.⁷² Before the 12 November meeting, however, the SMUFU negotiating team issued a memo to the membership that may have caused some confusion. In it the team listed seven issues that it believed prevented the attainment of "a completely satisfactory settlement."⁷³ If the negotiating team seriously believed that it had not achieved a satisfactory settlement on salary, part-time stipends, professor emeritus honorarium, maternity leave, tuition waivers, arbitration cases of presidential veto, and no retroactivity for grievance and arbitration procedures,

⁶⁸SMUFUOF, Negotiations, Collective Bargaining, May 74: 74-75, Derek Wood (Chair, Nova Scotia Council of University Faculty Associations) to Presidents, Faculty Associations, 23 October 1974.

⁶⁹SMUFUOF, Minutes: General Meeting, 74-75, Position of the SMUFU Negotiating Team On Ratification.

⁷⁰*Ibid.*

⁷¹SMUFUOF, Minutes: General Meeting, 74-75, Notice: Special Meeting, 12 November 1974.

⁷²SMUFUOF, Minutes: General Meeting, 74-75, Procedure For Referendum On Ratification Of Proposed Collective Agreement.

⁷³SMUFUOF, Minutes: General Meeting, 74-75, SMUFU Negotiating Team to All Members, 12 November 1974.

why did it recommend ratification? It is most likely that there was a desire to see the process conclude with a reasonably good agreement. This year's problems could be renegotiated in the following year's contract. It is possible that the union's negotiating team felt that this agreement was simply as good an agreement as it could get at the time.

Following the revelation that there was a collective agreement to be ratified, faculty members began to analyze it for acceptability and deficiencies. On 8 November, a circular from the self-titled "Anti-Union Group" outlined three points that it believed were sufficient to justify a vote against ratification. The first two points were reasonable and dealt directly with the content and potential outcomes of the agreement, while the third point was related to mandatory dues payments.⁷⁴ The first point declared that the "salary adjustments are inadequate." For some, the certification of a union should have automatically led to a dramatic increase in salaries. The protest over salaries suggests that some faculty members believed that the union had simply not delivered. While salary increases may never be sufficient for faculty members, regardless of the amount, the more substantial criticism of the proposed collective agreement dealt with the two clauses that covered promotion, tenure, renewal, and appointments. Specifically, the processes would "involve unqualified people in these processes. For instance, an accountant whose contract was under consideration for renewal might be judged by the Academic Vice-President, the

⁷⁴The objection to dues collection could be described as petty. Requiring union dues deduction was part of the Rand formula; however, requiring dues deduction for the CAUT was most likely the root cause of the opposition on this point. A very important distinction can be made here. In accordance with the SMUFU constitution, an individual automatically became a member of the CAUT when that individual joined the union; therefore, not joining the union also meant not joining the CAUT. The collective agreement only referred to deducting dues for the union; however, this would have included deducting dues on behalf of the union for CAUT dues as well.

Dean of Education, two other educationists and two historians and a student.”⁷⁵ There were two separate committees referred to by the Anti-Union group: the University Appointments Committee (UAC) and the URC. It was appropriate that the Academic Vice President chaired both committees as they fell directly under his responsibility. Excluding the dean of the faculty in which the appointment was made, or from which tenure, promotion, or renewal decisions were made was a reasonable distinction to draw because the dean was required to make a ruling on each case before each committee reviewing the recommendation. The UAC was composed of six individuals, three each from the employer (Academic Vice-President and two academic deans) and the faculty; however, the three faculty members were appointed under the “auspices of Senate.”⁷⁶ The URC was a more rigorously composed body. The power on the URC was decidedly in favour of the faculty: the Academic Vice-President, a dean from another faculty, four faculty members appointed under the auspices of Senate (no more than two per faculty), and one student appointed under the auspices of the SRC.⁷⁷ The four faculty members each had to have been full-time faculty members at SMU for a minimum of three years.⁷⁸ Although it had

⁷⁵SMUFUOF, Negotiations, Collective Bargaining, May 74: 74-75, The Anti-Union Group to All Faculty Members, re: The Collective Agreement which the Faculty Union has Negotiated with the University, 8 November 1974.

⁷⁶Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁷⁷There were other distinctions included to prevent conflict of interest scenarios or simply to avoid impropriety, such as no member of a candidate's department could be on the committee when that candidate's case was under review.

⁷⁸In the cases of a faculty member seeking promotion to Professor had a different committee composition. The Academic Vice-President remained as did the Dean, but “the four faculty members and student member ... shall be replaced by a panel of five faculty members who hold the rank of Professor, and who shall be elected each year by a majority vote of all faculty members holding the rank of Professor.”

not covered the issue of the presidential veto adequately enough for the SMUFU negotiating committee, an important caveat could be made in this instance. Article 11.46 read:

In the event the President rejects a positive recommendation of the University Review Committee, he shall communicate his reasons to the committee and shall meet with it to discuss these reasons. Following this meeting, the committee shall make a final recommendation. If this final recommendation is positive and the President again rejects it, the decision of the President shall not be subject to the arbitration procedures set out in Articles 21.60 and 21.70 of the Agreement; it may, however, be taken to the Standing Grievance Committee as provided for in Article 21.30 of the Agreement.⁷⁹

The grievance procedures were straightforward, but they did not necessarily remove the right of the President to veto a decision. If the Standing Grievance Committee (SGC) agreed with the faculty member, the only power it held was to place the President in a position in which he would have had to reject the URC twice and the SGC, thus isolating himself from the rest of the university community. While it was thus possible for the President to continue to use his veto, it would produce intense confrontation between the university community and the President.

A more serious challenge to the credibility of the proposed contract came from Dr. Ansell and Dr. Wiles. Their open letter to the faculty argued strenuously against ratification: The latest version of the Agreement contains innumerable serious deficiencies which certainly warrant non-ratification. The SMUFU negotiators have distributed "a list of issues for which satisfactory settlement has not been achieved." Does this mean that they consider the agreement perfect in all other respects? In fact we are acquainted with CUPE and CNYU [City University of New York]

See, Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁷⁹Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

agreements which are greatly superior in most articles, and overall. Why should we accept anything less?⁸⁰

The two complainants were most incensed over the failure of the union to secure appropriate arbitration procedures in the areas in which the President retained ultimate veto power. They rightly noted that despite any moral or public pressure that could be placed upon the President, he would still be within his rights to enforce an “unjust action” in denying any number of decisions made through proper committees. They also alleged that SMUFU’s negotiating team conceded too broad a swath of employer rights that the faculty had long fought to curtail. Under a collective agreement, the Employer could exercise its rights without fear of faculty opposition because the union had ceded this power.

For these two professors the most important comparison used to discredit the agreement was the settlement that had been negotiated between CUPE and Bathurst College. They believed that this contract should have been the minimum which SMUFU should have achieved. The message sent by the authors of this letter was quite clear: the faculty would have been better off with CUPE, and now the faculty was stuck with the ineffective CAUT-backed SMUFU. While most faculty who had supported CUPE had shifted their support to SMUFU, not all were willing to do so uncritically. It is important to note, as MacCormack had noted in his intervention before the NSLRB, that the CUPE constitution forbade such criticism from its members, which would have placed Dr. Ansell

⁸⁰SMUFUOF, Minutes: General Meeting, 74-75, R.N. Ansell and M. Wiles to The Faculty, re: The Agreement Between the SMU and SMUFU Negotiators, no date.

and Dr. Wiles in a position to be disciplined for being critical of the union.⁸¹ This irony should not have been lost on the two, but each believed that informing colleagues about the shortcomings of this round of collective bargaining was necessary. Of course, even the negotiating team had second thoughts about the agreement.⁸² While not all faculty members would have agreed with this doom-and-gloom correlation between the SMUFU agreement and what a CUPE agreement might have looked like, some were concerned that SMUFU had not delivered an agreement that covered the concerns of the majority of faculty members.

SMUFU's ratification vote on the tentative agreement took place on 14 and 15 November 1974. This historic vote was, in many respects, also a referendum on SMUFU and on the CAUT's role in the certification and collective bargaining processes. SMUFU's executive committee had recognized that the tentative agreement was not perfect, but it was also unsure of how much longer it could sustain negotiations. In particular, the financial package presented to the faculty members was not sufficient in the eyes of the executive. Nonetheless, the final vote favoured the collective agreement, although the seventy to forty-six margin was not overwhelming.⁸³ Lynne Terris wrote in *The Journal* that: "Although the union feels the university could afford an additional 2% over the

⁸¹ Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975. The clause on academic freedom specifically covered this type of criticism from faculty members of the union.

⁸² Ansell and Wiles to The Faculty, no date.

⁸³ SMUA, DJWF, 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-1975, Jack Ginsburg to SMUFU Members, Results of Collective Agreement Ratification Referendum, no date.

present salary increase, the Union Executive called for a vote to decide whether the outstanding issues were of enough significance to stall the ratification process.⁸⁴ Terris explained how the SMUFU positioned itself on the issue of the presidential veto power:

As well, the Union is not satisfied with the university President's veto power over committee decisions on tenure, renewal, and promotion. However, "it would be political suicide for the President to exercise that power," Ginsburg said. To be effective the veto would have to be sustained through three positive committee recommendations and the "the Union would have no choice but to protest in some tangible form."⁸⁵

SMUFU was now in a position to move ahead with the actual ratification. It officially signed the collective agreement on 6 December 1974 to cover the period 1 September 1974 to 31 August 1975.⁸⁶ The BOG's negotiating team had fewer problems with the agreement than did SMUFU's negotiators. There is no indication in the records of any opposition from the BOG. The one-year limit was due to the university's insistence that it could only negotiate in the short term because of the uncertainties surrounding the provincial grant. The BOG and administration argued that this made the budget uncertain from year to year.⁸⁷ The signing of this collective agreement was not necessarily a noteworthy occasion for the local media. The *Mail-Star* did not report the signing until 17 December.⁸⁸ CAUT notified the public through a press release covering the general content

⁸⁴Lynne Terris, "With Two Issues Unresolved: SMU Faculty Union Accepts Contract," *The Journal*, 25 November 1974.

⁸⁵*Ibid.*

⁸⁶Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁸⁷Interview with Catano.

⁸⁸"Faculty Union, University Sign One-Year Pact," *Mail Star* (Halifax, NS), 17 December 1974.

of the agreement, its content, and, of course, the involvement of its professional officers in the successful conclusion.⁸⁹ The article in the *CAUT Bulletin* noted that: "The Faculty Union did not attempt to secure all items desired by the faculty in the first contract. Specifically, existing fringe benefits were continued and will be subject to review in the next contract."⁹⁰ The resolution of outstanding issues would have to wait until the following year's negotiations.

Conclusion

After SMUFU and the BOG ratified the first collective agreement, an uncertain calm fell over the campus. Neither side could claim that it had achieved what it had set out to gain. Conversely, neither could be accused of giving up too much. Any judgement about this contract must take into consideration the respective opening positions. By that standard, SMUFU came out ahead because it achieved far more of its non-monetary goals than the BOG attained in the monetary realm. While both achieved victories of sorts, the long-term success of this opening agreement favoured SMUFU. It would renegotiate the monetary package each year as a matter of course to account for cost-of-living adjustments, retention of professors, and the general competitiveness of the university. The amount of any future increases could be contentious, but SMUFU could always place the offer into an appropriate context. For SMUFU, however, the procedures laid out in this

⁸⁹ LAC, CAUTF, MG28-I208, volume 268, CAUT News Releases – CAUT, CAUT Press Release, "Collective Agreement Signed For Faculty At St. Mary's University," 12 December 1974.

⁹⁰ "St. Mary's Faculty Sign Collective Agreement," *CAUT Bulletin*, 23,4 (February 1975), 2.

first collective agreement created the foundation for all future agreements. Negotiating from one of these positions would require a great concession from the BOG. If it attempted to play hardball over procedures, SMUFU could conceptualize these efforts as a threat to academic freedom or collegiality.

SMUFU evolved during this first collective bargaining season more so than did the BOG. Negotiators would adapt to a more independent status. Over time, SMUFU's negotiators would rely less upon legal advice or the CAUT. This was partially due to a willingness to commit sufficient amounts of time to mastering the art of negotiating. Individuals from the BOG, however, did not have the luxury of spending the necessary time to become effective negotiators. The BOG would come to rely ever more upon the services of its attorneys, particularly Eric Durnford. As such, SMUFU earned a substantial advantage in the first years of collective bargaining because it continually thought about the agreement, potential clause revisions, and new articles and clauses to protect its members.

Both SMUFU and the BOG now had respective positions to protect and enhance in future negotiations. The BOG became more interested in protecting its management rights, particularly in relation to the appointment of academic administrators, while SMUFU envisioned greater control over all aspects of academic life. These two positions intersected, although neither wanted to concede any ground. Carrigan's inclusion on the BOG's negotiating team was one development that would mark the relationship during the early years of collective bargaining. While negotiations took place on a personal and professional level, the SMUFU-BOG negotiations did not achieve greater efficiency or

harmony as long as Carrigan sat at the table. Securing an identifiable opponent allowed SMUFU to direct criticism of the university at one individual. This provided SMUFU with an answer to members' questions about why a settlement had not been reached: presidential intransigence.

Chapter Six: Reassessment and Confrontation

Introduction

With the first collective agreement signed between the union and the university, the SMU community awaited its application. The new contract appeared reasonable, but it would take time to see whether it would solve the institutional problems of the past. Individuals filed grievances with which the union and university would deal under the new agreement, ideally without resort to external arbitration. In preparation for the second collective agreement, the union based its new mantra upon "Maritime Parity." This would prove an effective strategy to force the university into conceding on issues to the union. The Board of Governors (BOG) understood that it could not compete with other universities if it appeared too out of touch with regional standards. This applied beyond salaries to include policies and procedures governing academic life. Nonetheless, the BOG did not want to set precedents that could erode its management rights.

The experience of negotiating the first collective agreement bolstered the confidence and morale of the Saint Mary's University Faculty Union (SMUFU). Having attained new levels of competence in collective bargaining, SMUFU had to rely less upon advisors from the Canadian Association of University Teachers (CAUT) in negotiating the second collective agreement. Moreover, union negotiators felt comfortable enough with drafting clauses that they could save money by referring the tentative agreement only to their attorney for verification. For the BOG, its experience with the first agreement did not have the same immediate benefits. Dr. Carrigan would continue to be present in the second

round of negotiations, although Eric Durnford would emerge as the dominant negotiator for the university. Durnford was a worthwhile investment because he negotiated with tenacity and vigour. His growing responsibilities, however, increased tensions at the negotiating table. In the autumn of 1975, SMUFU identified him as the main reason the two sides could not reach a collective agreement.

Negotiations for the second collective agreement did not proceed smoothly from the perspective of either the BOG or SMUFU. This did not pose the same short-term problems for the BOG as it did for the union. During the autumn of 1975 the union discussed traditional pressure tactics to further negotiations. While the possibility of a strike vote loomed, the commencement of these discussions concerned many professors. The fluidity of professorial life did not translate easily for some into a work-to-rule campaign, but the members agreed to such a tactic. This strategy added layers of tension within the university community. Negotiations now directly affected students, whose reaction could not be predicted.

Dr. Monahan returned to SMU from a leave of absence to an appointment as a faculty representative on the BOG. His presence provides unique insight into the behaviour of the BOG in negotiating the second collective agreement. As a member of the BOG, Monahan had access to, and expected to receive, regular updates on negotiations. Communication within the BOG, however, did not take place with the frequency some governors expected. This was due in large part to the roles of the executive committee and the negotiating team. This division within the BOG suggests that some governors did not trust each other or the faculty members on the board to maintain confidentiality.

Preparing to Revise the Collective Agreement

SMUFU, having successfully negotiated its first collective agreement in the autumn of 1974, began to evaluate it in the context of the criticisms that flowed after ratification. Both SMUFU and the BOG had numerous suggested revisions for the collective agreement. SMUFU sought to tighten the language on the processes, presidential authority, and, more importantly, the monetary package. It began to prepare in earnest for this round of negotiations shortly after it signed the first collective agreement. The union created several committees to solicit ideas on a variety of issues directly concerning the academic lives of the professoriate. The party that instigated this round of negotiations was not the union; officially, the university took the first step by informing SMUFU in a confidential letter on 9 May 1975 of its intention to open negotiations on twelve of the clauses.¹ This letter, however, was a mere formality; SMUFU had been preparing for the talks by identifying which clauses it believed needed re-negotiation.²

Both sides approached the new round of collective bargaining with a great deal of enthusiastic seriousness. The administration was perhaps buoyed by an early 1975 pronouncement from the National Labor Relations Board (NLRB) in the United States relating to negotiations between the faculty and administration at St. John's University. The ruling accepted that not all aspects of university governance fell under labor relations legislation because of the private status of the university. This pronouncement did not have

¹Saint Mary's University Faculty Union Office Files (SMUFUOF), Salary and Articles Negotiation – 75, D. Owen Carrigan to Dr. S. Pendse (SMUFU President), 9 May 1975.

²SMUFUOF, Minutes from Negotiating Meeting, 75-76, Joint Meeting With Negotiating Committee, 5-6 May 1975. The meeting was attended by members of the SMUFU executive committee and the SMUFU negotiating committee.

the weight of an NSLRB ruling but was suggestive enough that it might apply in Canada. Philip W. Somas argued in relation to the state of New York: "If that view were taken by the N.L.R.B. itself, it would limit the scope of collective bargaining at private colleges to purely economic issues such as wages, fringe benefits, and traditional working conditions, such as teaching load."³ The impetus for this article was faculty participation in hiring academic administrators and managers. At SMU this information could be used to bolster the administration's claim to management rights as the basis for excluding faculty participation. The more important aspect of this article was not its publication but that Carrigan photocopied it and sent it to the academic administrators at SMU.⁴ The academic administration had begun to think about protecting and enhancing management rights. The NSLRB might rule on the side of the university, thus negating the necessity of negotiating in this area. It was more likely, however, that the academic administrators at SMU believed that they could negotiate into the agreement management rights' clauses.

The SMUFU executive committee began to prepare to negotiate a new collective agreement at its 25 April 1975 meeting. The new president of SMUFU, Dr. Shripad Pendse (Business), proposed a timetable for proceeding. This included the appointment and ratification of a negotiating team at the 2 May 1975 general meeting of SMUFU, a ratification of the issues that the membership wanted to see negotiated for the 9 May

³Philip W. Somas, "Faculty Unions and Governance: NLRB Official in New York Would Limit Their Say," *Chronicle of Higher Education*, (17 March 1975), 1.

⁴Dean Donald Weeren received a copy of the article that included a small card attached, which read: "With Compliments. Office of the President." It is reasonable to suggest that the other academic administrators likewise received a copy. A copy of the article and the attached card can be found in Saint Mary's University Archives (SMUA), Donald J. Weeren Fonds (DJWF), 2001.003.1, Series 7-5, file 1 of 2, Collective Bargaining - SMUFU - 1973-1975.

general meeting, and the service of notice to the university on 15 May that SMUFU was ready to begin negotiations on or around 6 June.⁵ The executive committee of SMUFU met on 25 April to begin the process. Outgoing SMUFU president, Dr. Ginsburg, agreed to remain involved to see to a conclusion the grievances that had begun during his tenure. He was also agreeable to helping with the negotiations for the Librarians' Unit. The SMUFU executive put forward four names for the negotiating committee for ratification by the general membership: Dr. Ginsburg, Dr. Ansell, Dr. Fred Young (History), and Professor John Chamard (Business).⁶ This proposed negotiating committee did not exclude the participation of outside consultants, such as the SMUFU legal counsel or the CAUT consultant.

The SMUFU general meeting on 2 May 1975 was crucial for the union in its preparations. Faculty members were encouraged to send their suggestions in writing to the members of the proposed negotiating committee.⁷ This general meeting took place in the middle of an executive committee meeting.⁸ After a week of contemplating his role on the

⁵SMUFUOF, Minutes: 75-76, Shripad Pendse to SMUFU Executive, re: SMUFU Executive Committee Meeting, 25 April 1975.

⁶SMUFUOF, Minutes: 75-76, Minutes: SMUFU Executive Committee Meeting, 25 April 1975. Professor Chamard was not on the executive and his approval for inclusion on the negotiating team was still pending. Dr. Young's first name is George, although in the documentary record he is often signed or listed as Fred.

⁷SMUFUOF, Minutes: 75-76, G.F.W. Young (SMUFU Secretary) to all Faculty, 25 April 1975, re: Notice of 2 May General Meeting.

⁸The executive committee began its meeting at 9:00am, suspended the executive committee meeting at 10:00am, the general meeting was called to order at 10:10am, the general meeting adjourns at 11:15am, the executive committee reassembled at 11:25am, and the executive committee adjourned at 1:20pm.

negotiating team, Young "indicated his disinclination to be a member."⁹ His recommended replacement was Dr. Catano.¹⁰ Pendse's circulated agenda indicated that this was done after Drs. Vaughan, McGrath (Economics), Welch (Astronomy), and Chadwick-Jones (Psychology) were contacted and determined to be unavailable for the negotiating team.¹¹ At the 2 May SMUFU general meeting, a vote of twenty in favour, zero opposed, and seven abstentions approved the four-person negotiating team as presented by the executive. This meeting also discussed the issue of minority representation on the negotiating committee in preparing proposals for the new collective agreement. In this instance, minority representation specifically included "consultants representative of part-timers and women."¹²

In meetings on 5 and 6 May, the SMUFU executive and negotiating committees began to formulate potential positions on topics that require rectification to satisfy the membership. Several aspects of the agreement required only minor rewriting, while others needed significant changes; indeed, the monetary package was of utmost importance.¹³ The

⁹SMUFUOF, Minutes: 75-76, Minutes: SMUFU Executive Committee Meeting, 2 May 1975. The agenda circulated by Dr. Pendse is in greater detail than the minutes and twice as many pages, at two to one.

¹⁰The inclusion of Catano was ratified by the executive committee by a vote of 3-0-2, presumably Catano and Young abstained, as well, Pendse most likely did not vote. Catano's presence on the committee has proven invaluable to the research for this dissertation as he kept meticulous notes for the negotiations, but also served regularly on the SMUFU negotiating committees throughout the 1970s and deposited his SMUFU related documents with the SMUFU Office, which in turn allowed me to access them.

¹¹SMUFUOF, Minutes: 75-76, Agenda: SMUFU Executive Committee Meeting, 2 May 1975.

¹²SMUFUOF, General Meetings: November 1975, Minutes: General Meeting of SMUFU, 2 May 1975. The ubiquitous problem of poor attendance at union meetings did not deter the SMUFU from proceeding with the process.

¹³SMUFUOF, Minutes From Negotiating Meetings - 75-76, Minutes: Joint Meeting With Negotiating Committee, 5-6 May 1975.

SMUFU representatives on the University-Union Salary Committee (UUSC) had attempted to negotiate with the administration the inclusion of a long-term goal of parity with the average salary floors for Canadian university professors at each rank. They also wanted to establish a reasonable basis for the application of appropriate steps within ranks.¹⁴ The short-term goal of SMUFU was to achieve parity with universities in the Maritimes. A draft letter of intent was drawn up for the 8 April 1975 meeting of the UUSC which suggested the use of strong language on achieving parity without necessarily committing the university to do this at the expense of a balanced budget:

Maritime parity of treatment with respect to salaries means that any faculty member on a regular full-time appointment at Saint Mary's University, with a given number of years of full-time service in a particular rank, should not be paid less than the average salary paid throughout the other universities in the Maritime Provinces of Canada to faculty on regular full-time appointments at those universities with the same number of years of full-time service in that particular rank, the qualifications for which are at least equal to the minimum requirements for the equivalent rank at Saint Mary's University.

It is agreed that if the salary settlement for faculty for the 1975-76 salary year does not in fact achieve Maritime parity as defined herein, the parties will endeavour to work towards achieving Maritime parity, provided, it is understood and agreed that because of financial restraints upon and the overall responsibilities of the Employer at the University, this cannot be a guarantee by the Employer as to when Maritime parity might be achieved.¹⁵

It was an important achievement to have the university discuss the importance of regional parity for SMU faculty. The inclusion of escape clauses for the university meant that achieving parity might become a long-term rather than a short-term goal.

¹⁴SMUFUOF, Minutes of Salary Committee, April 75 - 75-76, Minutes: Meeting of University-Union Salary Committee, 8 April 1975.

¹⁵SMUFUOF, Minutes of Salary Committee, April 75 - 75-76, Draft: Letter of Intent, no date 1975.

A general meeting of SMUFU took place on 9 May to discuss the proposed articles to be submitted to the university as the clauses that the union sought to negotiate. The membership accepted the list with two exceptions, which they discussed separately from the approved clauses. These were Article 16 (Salary and Allowances) and Article 4.10 (Employee-Employer Bargaining Relations).¹⁶ Union members discussed the salary scales proposed by SMUFU's salary committee. They agreed to use the committee's report as the basis for opening the negotiations. Pendse shared his thoughts on the proposed salary scale proposal. The salary increases were based upon the averages calculated from twenty-three Canadian universities and would, if the university agreed, provide for an average salary increase of thirty percent.¹⁷ Pendse also suggested that the cost of living in Halifax would increase by thirteen percent in the upcoming year. This would become the minimum raise required under the proposed salary structure. The amendments to the proposal covered faculty members who had been granted salaries above the floor: "[I]n cases where a faculty member's salary is above the scale, he will receive a yearly increment plus cost-of-living until he reaches the total number of years allotted [sic] to his rank."¹⁸ The meeting did not officially conclude on 9 May, instead adjourning to 16 May. Due to Pendse's absence from campus, however, the meeting was rescheduled for 20 May. Following the conclusion of the 9 May meeting, the union received notification from Carrigan of the

¹⁶SMUFUOF, General Meetings: November 1975, Minutes: General Meeting of SMUFU, 9 May 1975.

¹⁷SMUFUOF, General Meetings: November 1975, Shripad Pendse to SMUFU Members, 9 May 1975.

¹⁸Minutes: General Meeting of SMUFU, 9 May 1975.

university's desire to commence negotiations. This meant that collective bargaining would begin on or around 29 May.¹⁹ This meant that the rescheduled SMUFU meeting on 20 May took on added significance because members would be instructing the negotiating team on the opening bargaining positions for collective bargaining.

The 20 May meeting made some progress on the unfinished business from 9 May, particularly on the remaining issues. Members passed an interesting amendment to the proposed clause language in Article 10 on appointments, which they designed to protect full-time professors within departments: "Part-time members of the bargaining unit shall have departmental voting rights, except in matters of renewal, promotion, tenure and appointment."²⁰ The desire to restrict participation by some members of the bargaining unit in this aspect of departmental life reflects the negative manner in which full-time faculty members viewed their part-time counterparts. Decisions that affected the composition of a department should only be made by those individuals who had a full-time investment in the results. It is unclear whether part-time faculty members accepted this motion. Given that the meeting took place outside of the two main semesters and the resulting low attendance, it is plausible to suggest that few, if any, part-time faculty attended. With the remaining clauses ready to move forward to the negotiating committee, SMUFU adjourned the meeting until 22 May, when formal ratification of the opening bargaining positions was to take place.

¹⁹SMUFUOF, General Meetings: November 1975, G.F.W. Young to Faculty Members, In re: SMUFU General Meeting, no date (notice of the meeting changing from 16 May to 20 May).

²⁰SMUFUOF, General Meetings: November 1975, Minutes: General Meeting of SMUFU, 20 May 1975.

When SMUFU reassembled on 22 May, however, this ratification did not occur. Several clauses were put forwarded in amended fashion, and new clause language was proposed to cover other aspects of the contract. Members accepted Ginsburg's motion as part of the opening bargaining position.²¹ One of the difficulties SMUFU faced in allowing the membership to discuss the proposed contract was that faculty members tended to put forward revised clause language from the floor. At the 22 May meeting, the purpose of one amendment was noble and sought to recoup some flexibility for resigning faculty members:

Lee moved (Konrad seconded) that in Art. 10.43 a), line 3, "March 1st" be changed to "April 15th"; and the following sentence be added: Under no circumstance shall this date be interpreted as a mandatory requirement but rather as a moral obligation. Carried.

The main reason that this format and style of clause language were unacceptable for a contract is that it is not definitive and provides too much vagueness. It is probable that this proposed clause was introduced as a result of a grievance filed against the university by a SMUFU member who was not allow to resign because he did not give proper notice. Carrigan's rejection letter notified the individual that he would contact any employer that contemplated hiring him to explain that the individual was under a legal contract with SMU for the upcoming academic year.²²

²¹SMUFUOF, General Meetings: November 1975, Minutes: General Meeting of SMUFU, 22 May 1975. The issue of this classification of stipend had been rejected by the university in the first contract.

²²A set of correspondence, with names blanked-out, appear in an unsorted file within the SMUFUOF. Sec. in particular, Dr. Carrigan's letter of 27 May 1975.

Negotiating the Second Agreement: The Summer Months

The opening negotiations between SMUFU and the BOG's negotiating team took place on 29 May 1975. The composition of each negotiating team revealed some fundamental shifts in their respective approaches to collective bargaining. During the first six meetings, two distinct trends emerged.²³ First, the reliance upon individuals who were not members of SMUFU or the BOG began to occur with some regularity during this period. The BOG's negotiating team included a well-known, local lawyer who specialized in labour-relations law, Mr. Eric Durnford.²⁴ SMUFU also engaged outside consultants,²⁵ lawyers, and, in particular for this set of negotiations, a professional CAUT officer, Ian McKenna.²⁶ The presence of outsiders was perhaps indicative of the growing complexity of negotiations. Also, each side wanted to avoid committing to legally binding contract language without professional advice. Neither team could afford to appear to be out of touch with negotiating techniques. For SMUFU, the presence of a CAUT advisor provided a national resource familiar with model clauses that its collective bargaining committee had approved to ensure national standards for the conditions of academic employment in Canada. The only BOG representative to attend all of the first six meetings was Carrigan; after the first meeting Carrigan was joined by a second BOG negotiator for the next four

²³The SMUFUOF do not contain a complete record of the negotiating meetings; however, the recording of who attended each meeting was included.

²⁴Stefan Jensen, Interview with Dr. Victor Catano, 20 April 2005.

²⁵During this round of negotiations the most important area of the contract that the SMUFU engaged outside consultants in was in preparing its proposal on fringe benefits.

²⁶SMUFUOF, Notice To Pres. To Negotiate 2nd Contract With The University, May 23, 1975 – 1975-1976, Shripad Pendse to Dr. D.O. Carrigan, 23 May 1975.

meetings, but at the sixth meeting only the President was there to negotiate with SMUFU.²⁷ During these six meetings, four negotiators represented SMUFU: Ginsburg and Ansell attending all of them, while McKenna and Professor Roger Crowther represented CAUT at five of the meetings.²⁸

The first meeting between the two negotiating committees on 29 May began with the proposals made by SMUFU.²⁹ They discussed twelve items at this meeting, of which they agreed to five. The clauses which were quickly agreed reflected a desire to clean up language rather than to alter the content or purpose of each item. For example, Article 3.30 was amended to require the university to provide the union dues deducted from employees no later than the fifteenth of the month after they were deducted. The previous agreement was ambiguous in that deductions would be forwarded in the same month that the employee was paid. The clause on providing appropriate taxation receipts for employees was changed so that they would now be sent directly to the employee and not the union. The clause on the provision of office space for the union was amended to read: "for the duration of the agreement" to obviate the need for the clause to be rewritten each time a new contract was negotiated. A new clause was added to require Faculty Councils to meet at least once per semester. The last clause agreed to was to have the terms of members of

²⁷Extrapolated from the minutes of the first six negotiating meetings held between 29 May 1975 and 6 June 1975. Mr. Durnford and Dr. Gillis attended two of the six meetings.

²⁸Crowther was on leave from SMU and was acting as the CAUT representative at the recently opened regional office of the CAUT in Halifax.

²⁹The opening proposed contract language from the SMUFU, unfortunately, is not included in the SMUFUOF.

the Standing Grievance Committee begin on 15 October rather than 1 September.³⁰ This adjustment would make it easier for SMUFU to recruit potential committee members since the contract did not require faculty members to be on campus until the autumn semester commenced.

The remaining seven clauses that the two negotiating teams discussed at this meeting covered more contentious topics: appointment, promotion, tenure, departmental chairs, and grievance and arbitration. The union proposals were met with the suggestion that all required further discussions. The university deemed only one of the union's suggested clause revisions unacceptable: "The principle of a reduced load or a leave of absence would be considered by the University, but the University would not be willing to consider absorbing any costs involved in time off for the Union President."³¹ This attitude to the possibility of course remissions for the President of SMUFU was one that many administrations across the country shared.³² The cost associated with providing a one-course remission for the union President was not so high that the university wanted to rule out the possibility; instead, the administration suggested that the union could buy the time from the university.

³⁰SMUFUOF, Minutes From Negotiating Meetings – 75-76, Union Negotiations, 29 May 1975.

³¹Union Negotiations, 29 May 1975.

³²During the 1978-1979 contract negotiations between the SMUFU and the BOG saw the negotiation of remission for the union president still occupying the proceedings. In a letter to Professor Daniel Stone in October 1979, President of the University of Winnipeg Faculty Association, the SMUFU President, Chauvin wrote: "Last year a one course reduction was offered by the employer in exchange for our dropping our demand for paid maternity leave, we did not accept that generous offer." See SMUFUOF, SMUFU Correspondence – 79-80, G. Chauvin to Professor Daniel Stone, 22 October 1979.

The roles were reversed for the 30 May meeting; the BOG's positions would be the basis for the negotiations.³³ The two sides discussed fourteen points. Much like SMUFU's opening position on some clauses, the university sought to clean-up some language; indeed, the first clause in Article 1.10 b) was targeted for revision, a point on which the union agreed.³⁴ The university also sought to amend clause 4.40 which related to union activities on campus. In the first contract the union was granted the right to hold meetings and to sponsor educational activities without restriction.³⁵ Now the university suggested that this should be restricted to activities solely for union members.³⁶ At the table, however, this proposed restriction emerged with a clarification. The university intended the clause to restrict SMUFU to holding or sponsoring events "for members of the Saint Mary's University community."³⁷ The university's request that events be limited to members of the union was antithetical to the idea of the university as an open community; indeed, given that there were exclusions from the bargaining unit of faculty members on the BOG and the Senate Budget Committee, the university's request would have unnecessarily excluded some faculty members.

³³The university's opening position and proposed amendments to the contract are available in the SMUFUOF records. See SMUFUOF, Employer's Requested Changes in Coll. Agree. - 75-76, Employer's Requested Changes: Agreement Between Saint Mary's University and Saint Mary's University Faculty Union.

³⁴The requested change was to move the reference to the NSLRB order to an appendix. SMUFUOF, Minutes From Negotiating Meetings - 75-76, Union Negotiations, 30 May 1975.

³⁵SMUFUOF, 1st Collective Agreement: Signed December 6 1974, Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

³⁶Employer's Requested Changes: Agreement Between Saint Mary's University and Saint Mary's University Faculty Union.

³⁷Union Negotiations, 30 May 1975.

They also discussed potential revisions to the UAC. This began with the BOG team's suggestion that the UAC be required to review the dossiers of candidates for appointment placed before them by the respective dean.³⁸ A handwritten note on the minutes from this meeting succinctly summarized the union's position on this proposed amendment: "Serious Objections." This notation encapsulated the reaction of SMUFU. The minutes indicate that the two parties agreed "to consider" an amendment to make it possible for the UAC to, "if feasible, interview the candidates" as well.³⁹ It is possible that the notation was made after this proposed clause appeared in writing. The most substantial objection to increasing the review power of the UAC was that it enhanced the potential that the UAC would override the recommendation of a department and dean. It would also be a substantial burden to the UAC to discuss the logistics of interviewing candidates, actually interviewing them, and then assessing their appropriateness. This was especially difficult since the UAC might not necessarily have a member from the department or a cognate discipline. SMUFU was aware that adjustments to this clause required study and analysis. While negotiations on this section of the clause would be contentious, they did agree to remove one redundant clause. Article 10.30 b) ii) in the first agreement required the UAC to "consider [whether] any special conditions of employment attached to the proposed appointment" required review. This was then reinforced by 10.30 c)m which stated that: "No special conditions of employment shall be made part of an appointment

³⁸Employer's Requested Changes, no date.

³⁹Union Negotiations, 30 May 1975.

without the approval of the committee."⁴⁰ Alterations to the collective agreement that directly or indirectly affected appointments put forward by the BOG's negotiating team were always approached with trepidation by the union. At the 30 May meeting little progress was made in the negotiations on the component parts of Article 10. They made some agreements in relation to the UAC; however, these were minor, such as the UAC receiving a copy of advertisements circulated by departments. They would review the applications for any position that a departmental selection committee received as confidential documents.⁴¹

After two meetings it was apparent that the minor alterations should not take long or create acrimony. The contentious sections of the agreement that more directly affected an individual's status within the university, however, required a great deal of further discussion. The 30 May meeting adjourned with an agreement that the two sides would resume negotiations on 2 June. This meeting covered more ground than the previous two without necessarily agreeing to many of the items discussed; indeed, the two sides discussed forty-four clauses, although thirty-three required further discussion and only eleven amendments were agreed.⁴² One of the issues discussed without resolution was an amendment to Article 19, which covered leaves. One aspect of the proposed leave policy

⁴⁰Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁴¹Union Negotiations, 30 May 1975.

⁴²SMUFUOF, Minutes From Negotiating Meetings – 75-76, Union Negotiations, 2 June 1975.

concerned union members who sought paid leave while campaigning for public office.⁴³ The university's new position was that: "[I]t is understood that the employee, in consultation with the Department Chairman, shall make, *at his own expense*, substitute arrangements satisfactory to the Employer for his teaching and other responsibilities during his period of leave."⁴⁴ They designed this clause to trade off paying individuals a salary while they campaigned, but placing the responsibility on that individual for financing the teaching of classes. It was, of course, possible that the individual who sought office could convince departmental colleagues to teach those classes from which s/he would be absent. During the negotiating meeting they revised this clause to read:

An employee has no right to make any financial arrangement with a substitute unless it is clearly understood that payments are to be made by the employee from his own salary. This does not preclude the University from making a salary arrangement on its own behalf with an acceptable substitute.⁴⁵

One of the reasons the university may have been willing to be more lenient on this issue was the harsh and very negative attitude that the current Mayor of Halifax had of the university. Mayor Edmund Morris had been forced to resign from his vice-presidential post at SMU to run for office.⁴⁶ The 15 January 1975 issue of *The Journal* quoted Morris

⁴³Time off for a union member seeking election was one month for federal, provincial, and the mayoral office of Halifax or Dartmouth; and one week for municipal council in either of those two cities. See, Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

⁴⁴Employer's Requested Changes, no date. Underlining in original, which represents the proposed amendment to the clause.

⁴⁵Union Negotiations, 2 June 1975.

⁴⁶Edmund Morris had been Acting President for the one year between Father LaBelle and Carrigan, after which he was appointed to the position of Vice President Finance and Development.

as declaring that there "has been some mismanagement" at SMU and that he had "the deepest affection for a university that is not there anymore."⁴⁷ Morris' opinion notwithstanding, the university recognized the importance of allowing faculty members to run for office but wanted to ensure that classes would be unaffected.

Negotiations continued at a slower pace on clause language and article amendments. The meetings during the first week of June covered a great number of the clauses under review, but few were agreed. Many required other clauses to be agreed before they could be rewritten; indeed, the clauses dealing with appointments, tenure, and promotion were interconnected with definitions, time periods, grievances, and arbitration. In these early negotiating meetings clauses were negotiated to place new restrictions on faculty members who were not full-time. SMUFU proposed, for example, a new Article 10.10 d) to restrict contractually-limited term appointments.⁴⁸ This proposed addition to the clause on categories of appointments read: "No one shall receive two successive appointments for a contractually limited term."⁴⁹ It is most likely that this clause was agreed to by both sides for their own reasons; indeed, their motivations were something of a paradox because it was both magnanimous and self-serving. This restriction was put

⁴⁷Mary Beth Wallace, "Morris Reflects: SMU Being Dehumanized?" *The Journal*, 15 January 1975. Edmund Morris was not the only individual to criticize the university for its method of administration and use of its financial resources. One of the valedictorians for 1975, Mr. Bruce Ross, lambasted the university for failing to retain Commerce faculty members, wasting \$25,000 on the music department, and suggested that all non-essential funds be spent on faculty salaries. See Betsy Chambers, "University Told it Must 'Get With It'," *Chronicle Herald*, 13 May 1975.

⁴⁸It is only through the process of elimination that it is apparent that the SMUFU introduced this proposal; however, it is necessary to state that it is also possible that the university introduced it without having included it in its original, opening set of positions. Employer's Requested Changes, no date.

⁴⁹SMUFUOF, Minutes From Negotiating Meetings - 75-76, Union Negotiations, 3 June 1975.

forward for several justifiable reasons. For SMUFU, the importance of having courses taught by full-time faculty members translated into the argument that if a department needed continuing contractually-limited term appointments (CLT), the position was important enough that they should convert it into a tenure-track position. SMUFU also felt, however, that this new clause would reduce the influence and participation of part-time faculty because they would not be at the university for a lengthy period. From the university's perspective, the clause would allow for more control over departmental staffing. Additionally, the university could strengthen its stance requiring a doctorate for employment at SMU.⁵⁰

While both teams attempted to have their version of clause language agreed to, the process created tension and a myriad of problems. From SMUFU's perspective, the source of the tension emanated from the presence of Durnford on the BOG's negotiating team.⁵¹ Negotiations continued throughout June with some progress, but SMUFU believed that a stalemate was near.⁵² Several external factors appeared to have an effect upon the negotiations, such as the funding arrangements between the university and the provincial government.⁵³ On 26 June, SMUFU decided to request that the Minister of Labour appoint

⁵⁰Further definitions for the rank of Assistant Professor attest to the university's insistence upon the degree as the minimum entrance academic qualification. SMUFUOF, Minutes From Negotiating Meetings – 75-76, Union Negotiations, 5 June 1975.

⁵¹SMUFUOF, Minutes From Negotiating Meetings – 75-76, Union Negotiations, 6 June 1975.

⁵²Minutes from negotiating meetings after 6 June 1975 are not present in the SMUFUOF.

⁵³The lingering problem of the university's mortgage required more and more reliance upon the provincial government to provide funds to cover the payments. If the assistance was not forthcoming the university's ability to pay the salary increases demanded by the union diminished greatly. The SMUFU regarded this as serious enough to communicate its support for provincial government assistance to the university. See SMUFUOF, Correspondence – 75-76, Minutes: SMUFU Executive Committee Meeting, 10

a conciliation officer.⁵⁴ Negotiations had broken off on 22. SMUFU's President, Pendse, created a list of ten separate outstanding articles and clauses for submission to the conciliator.⁵⁵ It would take some time for the Department of Labour to process the request.⁵⁶ Meanwhile, SMUFU members expressed support for their negotiating team.⁵⁷

On 9 July, Pendse wrote an explanatory letter to the members of the BOG on the issues that caused SMUFU to request conciliation.⁵⁸ The content of the letter is of particular importance because it did not accurately reflect the scope or breadth of the impasse in negotiations. Pendse identified three areas of the process that were at the root of the impasse. The first was the issue of salary and parity with Maritime universities. "Since the faculty of Saint Mary's has the highest proportion of earned doctorates among all undergraduate universities in the Maritimes," the "goal of having comparable salaries at Saint Mary's is not unreasonable."⁵⁹ The BOG's negotiating team's proposed salary

June 1975; and SMUFUOF, Correspondence – Breakdown Between Union and Administration – June 75, Secretary to the Minister of Education to Shripad Pendse, 10 July 1975.

⁵⁴SMUFUOF, Correspondence – Breakdown Between Union and Administration – June 75, Gerald J. McConnell (SMUFU Counsel) to The Honourable Walter Fitzgerald (Minister of Labour, NS), 26 June 1975.

⁵⁵SMUFUOF, Salary and Articles Negotiated – 75, Shripad Pendse, List of Issues on Which Conciliation Officer's Assistance is Required, 25 June 1975.

⁵⁶SMUFUOF, Correspondence – Breakdown Between Union and Administration – June 75, Walter R. Fitzgerald to Gerald J. McConnell, 3 July 1975.

⁵⁷SMUA, AMF, Board of Governors Series (BOGS), 199923C, 3.15, Board of Governors, 1975-76, Minutes: SMUFU General Meeting, 2 July 1975.

⁵⁸SMUA, AMF, BOGS, 1999.23D, 3.15, Board of Governors, 1975-76, Shripad Pendse to Members of the Board of Governors, 9 July 1975.

⁵⁹The list of universities that Pendse included in this section of the letter as having higher salaries than SMU were Acadia, St. Francis Xavier, UNB, Moncton, Dalhousie, and UPEI. It is unclear, therefore, which universities in the Maritimes were outside of the "undergraduate universities" category used by Pendse.

structure "does not even approach parity with Maritime universities."⁶⁰ Pendse stressed that the disparity between salaries existed for all four academic ranks at SMU. The salary issue was notably the most important bone of contention. In describing the non-monetary issues that were still unresolved, Pendse's example was the provision of a fair and equitable process in the granting of leaves. SMUFU believed that their proposed changes were "in keeping with practices in most other universities, and will cost the University very little, if anything."⁶¹ This reference to other universities reflects the participation of the CAUT advisors in providing comparative data to the SMUFU negotiating team.

The third and final issue raised by Pendse reflected the disturbing trend of Durnford acting as the chief negotiator in place of Carrigan. According to SMUFU, Durnford's presence at the negotiating table was troubling to the union for several reasons. For starters, he had "no experience in academic matters, and this tends to reduce his effectiveness as a negotiator." SMUFU believed that the problem was simply that he did not understand how a university operated. His strict application of a traditional labour/industrial-relations model to SMU was not compatible with a university. Pendse informed the BOG that the SMUFU negotiating team had indicated "that negotiations were going fairly smoothly and co-operatively until Durnford appeared on the scene." Of the first six meetings for which minutes are available, Durnford attended the opening

⁶⁰It is important to note that the issue of parity had at least been broached in April 1975; there is some evidence that suggests that those discussions were finalized then. Also, evidence exists that suggests agreement did not take place until 23 October. SMUFUOF, Minutes of Salary Committee, April 75 - 75-76, Minutes: Meeting of University-Union Salary Committee, 8 April 1975; and SMUFUOF, Minutes From Negotiating Meetings - 75-76, Letter of Intent: Maritime Parity, 23 October 1975.

⁶¹Pendse to Members of the Board of Governors, 9 July 1975.

meeting (29 May) and the fifth meeting (5 June). This suggests that afterward he became not only a regular attendee but the new lead negotiator. In a veiled attempt to discredit the BOG's negotiating team, Pendse indicated that the SMUFU negotiating team had not been using its attorney for negotiations; indeed, this suggests that the university was behaving improperly. While this suggestion was true, the SMUFU decision not to include its attorney was not based on a commitment to an altruistic negotiating model but because of the cost. Again, this was a backhanded message to the university: paying for an attorney was an expensive proposition, especially when the university was claiming it could not afford salary parity with the other Maritime universities.⁶² Its negotiating team confirmed the position taken by SMUFU on the use of Durnford: "The Union negotiating team was told on several occasions that Carrigan did not voluntarily relinquish his position as spokesman for the Board in its negotiations with the faculty."⁶³ SMUFU's allegation suggested that the BOG's decision to remove Carrigan was unnecessary and had, in fact, contributed to the deadlock.

There were few negotiating sessions during the rest of July. There is an indication that some negotiations may have taken place in the report of the "University's negotiator" to the executive committee of the BOG.⁶⁴ An important reason for this diminished activity was the ongoing bitter and acrimonious negotiations between the university and the

⁶²*Ibid.*

⁶³SMUFUOF, Salary and Articles Negotiated - 75, Urhan S. Merdsoy to the Board of Governors, 1 August 1975.

⁶⁴SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee of the Board of Governors, 6 August 1975.

SMUFU Librarians Unit, which had begun ten months earlier. The failure of the two sides to reach an agreement was not necessarily the result of a lack of meetings or discussion.⁶⁵ According to many external observers, the root of the problem was that the university did not recognize the academic status of librarians. Both the Canadian Library Association and the Atlantic Provinces Library Association condemned the university for its failure to reach an agreement and to recognize the academic status of librarians as other universities in the region had.⁶⁶ Similar to their professorial counterparts, the SMUFU Librarians Unit sought conciliation, and the five members of the unit hoped that the sessions would prove fruitful.⁶⁷ Construction of the new library had commenced during the summer of 1974, and the optimism that accompanied the addition of a first-rate library solidified the university's academic standards and facilities.⁶⁸ For new faculty members and students, the new library also represented a commitment to the ideals of research and serious academic study. New faculty members had, partially, been hired based on their ability to contribute to the research capacity and output of the university. Academic excellence was ensured through the preferential hiring of candidates who held a doctorate.⁶⁹ Serious study would be possible in the new library for all members of the SMU community. One of the proposed features of the new facility that was highly attractive was that it would be equipped with

⁶⁵SMUFUOF, Minutes: 75-76, Minutes: Joint Meeting of the Executive and Librarians, 16 July 1975.

⁶⁶SMUFUOF, Librarians Negotiations - 75-76, Resolution #7, 1 June 1975; and Condemned By Canadian Library Association, 25 July 1975.

⁶⁷"SMU Librarians Hope For Early Settlement," *Chronicle Herald*, 26 July 1975.

⁶⁸D. Owen Carrigan, "From the President," *The Journal*, 9 September 1974.

⁶⁹Stefan Jensen, Interview with Dr. John Chamard, 28 April 2005.

air conditioning.⁷⁰ The excitement surrounding the new University Library was important for a growing university that was expanding its physical plant.⁷¹ Although there was a great deal of anticipation on campus, the greatest anticipation became apparent the following summer when it appeared that the architect and contractors would complete construction on time. The new library was set to open its doors on 15 August 1975 to be ready for the fall semester.⁷²

Correspondence between SMUFU and the BOG during August 1975 reveals the depth and breadth of the division between the two sides. Neither was willing to accept responsibility for the current impasse. The simultaneous impasse between the BOG and SMUFU and the BOG and the Librarians created even greater tension on campus. With the academic year set to begin in a month, the pressure exerted by the unionized employees at SMU increased. An exchange of letters highlighted the month of August. This suggests, in subtle ways, that both sides appeared willing to wait for the conciliation officer to arrive and that both appeared willing to wait until September and the return of students before resuming serious negotiations. Posturing by both sides focused on the seriousness of the process and the need to respect proper procedures, which peppered their exchanges of

⁷⁰SMUA, AMF, BOGS, 3.9, 1999.23C, Board of Governors – 1972-73, Proposed New Library: Estimated Annual Maintenance Costs.

⁷¹The title University Library would formally remain until a ceremony held 10 June 1976, at which the name was officially changed to the Patrick Power Library by the Board of Governors. SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors – 1975-76, Notice: Naming of Library.

⁷²The cost estimates were also within the acceptable deviations. Cost over-runs did take place, but the BOG appears to have anticipated this and had secured the proper funding from the provincial government, as well as from private foundation donations. SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors – 1975-76, Report on Construction of New Library Building, July 1975; SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors – 1975-76, Report on Construction of New Library Building, August 1975.

correspondence. On 1 August, acting SMUFU President Urhan Merdsoy wrote to the chair of the BOG, Austen Hayes, that:

The Union entered both sets of negotiations in a co-operative spirit. Unfortunately, the Board's negotiator's [sic] evidently failed to reciprocate and so the appointment of conciliators has been called for. While the Union is still ready to resolve both disputes co-operatively, it is our view that the conciliation process will not be fruitful given the present attitudes of the Board's negotiating teams.⁷³

SMUFU suggested that a meeting between the two executive committees should take place to discuss matters, although Professor Merdsoy was at pains to point out that these should not be considered as the resumption of negotiations.

Both the BOG and SMUFU suggested that they had the best interests of the university in mind as they attempted to negotiate and that each had as their paramount goal "an early and satisfactory conclusion" to the process.⁷⁴ One problem for the BOG during this summer was that it met infrequently at best.⁷⁵ The executive committee of the BOG rejected the offer to meet with the SMUFU executive and presented an alternative to the SMUFU executive:

I (A.E. Hayes) did discuss your invitation with other members of the Board Executive Committee trust you will agree with our decision that this is not the time for Executive Committees to be meeting while negotiating teams representing each of the bodies remain charged with the duty to bring both

⁷³SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors - 1975-76, Urhan S. Merdsoy to Austin E. Hayes, 1 August 1975.

⁷⁴SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors - 1975-76, A.E. Hayes to Urhan S. Merdsoy, 8 August 1975.

⁷⁵The BOG met in full on 13 May 1975 and not again until 20 October 1975. The executive committee of the BOG met 5 May, 6 August, 18 September, 6 October, and 27 November in 1975.

sides together in mutual agreement. This is our objective, as I believe it is yours.⁷⁶

The BOG generally rejected informal meetings with SMUFU, including at the executive level, during these years. The primary reason was that it believed the discussions would be taken literally and, not as intended, informally. This constituted a serious problem because the BOG members present at such meetings would not have the authority to reach agreements. Also, neither party wanted to be ambushed by the other into an impromptu negotiation session.

The need for SMUFU to communicate its position to the BOG members in terms that they could relate to was paramount to their efforts to pressure the BOG into responding more favourably to its contractual positions. In an attempt to persuade BOG members that the faculty was behaving reasonably, SMUFU sent information letters to them. Achieving this goal was particularly important in the case of Dr. Monahan who served on the BOG in 1975-76 after an *in absentia* election. His nomination and election took place despite declining further university service two years earlier in 1973, because he did not believe he "could be of further service to the University at either Senate or Board of Governors level." Monahan's statement was melodramatic. He believed that SMU was a special institution, with which he had an equally special relationship:

A contest is taking place at Saint Mary's, but it is not the protagonists in this struggle who will be the ultimate winners or losers. The University itself, its educational activities and, most importantly, its students are the

⁷⁶Hayes to Merdsoy, 8 August 1975. Parenthesis added.

entities most affected; and all of them can only be losers. Indeed, they are losing now, and have been for some time.⁷⁷

This line of argument was extremely important to Monahan as he believed in the larger, public purpose of the university. He conceived the university as a unique institution based upon the community of scholars model. While he had been an active supporter and organizer for SMUFU, he expressed his opposition to the administration as a defense against an attack on his university.

Monahan understood that his relationship with SMU was special and that all might not necessarily share it; indeed, his willingness to continue participating in the affairs of the university indicates that he was still committed to the SMU community. A Canada Council grant took him away from the university for the academic year 1974-1975 to study fourteenth-century political philosophy.⁷⁸ His absence from campus was a welcome respite because he had arrived at a conclusion in 1973 that he could not be "of further service to the University at either Senate or Board of Governors level." He based this assessment more on his understanding of the push toward certification; however, it is also plausible that he had been worn down after several intense years at SMU. His response to Merdsoy reflected his continuing commitment to the university:

In my absence from the University and without an opportunity to decline nomination, I now find myself again elected to the Board of Governors. I have accepted this election; but I am not prepared to be a party on either side to a needless dispute which will permanently damage if not ultimately destroy my university. Such an assessment may seem melodramatic to

⁷⁷SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors - 1975-76, Arthur P. Monahan to Prof. Urban S. Merdsoy, 7 August 1975. A.E. Hayes received a carbon copy of this letter as well.

⁷⁸"Canada Council Grant to Monahan," *The Times*, February 1974, 5.

some, but not to me. I am prepared, however, to do all I can to achieve a reasonable resolution of the present impasse. I offer the final comment that such a resolution can and should be achieved during the summer months, to avoid a seriously damaging confrontation when students return to their studies in September.⁷⁹

His somewhat nostalgic view of the university contradicted his actions as a SMUFU organizer. While the thought of the union negatively affecting students was a reasonable objection for a faculty member to have, the thought that a strike could destroy the university was a position that a union organizer should not have held, especially so soon after certification.

The Chair of the BOG wrote to the BOG members updating them on the current state of negotiations. This update was quite important for BOG members, who had not attended a meeting since 13 May. Monahan's copy of the letter includes handwritten notes. His notations suggest that the flow of information to BOG members was not necessarily accurate or reflective of the state of negotiations. For example, A.E. Hayes informed the BOG that: "The negotiating team representing the University Board remains intact and prepared to resume discussions with the Faculty and Librarian teams. Unfortunately, both Union teams have broken off talks. *Vacations are a problem too.*" Monahan's succinct marginal notation was that the statement was "ridiculous!" Hayes alleged that the academic sides of a new contract (presumably for the faculty) were "reasonably productive," but that there was "a wide difference in our monetary positions." Hayes made five separate points on the state of negotiations, concluding with: "At this point our team advises that in their opinion we are *at the proper point* at this stage of

⁷⁹Monahan to Merdsoy, 7 August 1975.

negotiations.” Suggesting that the faculty members on the BOG may have wondered what the time line was for the BOG’s negotiating team is reasonable. Many BOG members may have been confused about an impasse that was taking place according to schedule. To assure the governors that they would not ignore or keep them out of the loop, Hayes ended his informative letter: “You will be advised of any significant changes that should occur before the next meeting of the Board.” Monahan’s marginal note about the concluding statement was: “No further info – any ‘significant’ changes?” Monahan, however, wrote that notation on 15 October 1975, which indicates that A.E. Hayes had either failed to keep the governors informed or that no “significant” changes had taken place.⁸⁰

The lack of information flowing from the BOG’s negotiating team to the rest of the BOG was a problem that the SMUFU executive committee was concerned about and willing to exploit in an attempt to provoke the BOG into instructing its team to negotiate a settlement. Another aspect of this problem that the SMUFU executive committee identified was that the members of the BOG were, of course, unable to devote large amounts of time to the day-to-day operation of the BOG. As constituency groups within the SMU community filled many of the positions on the BOG, the SMUFU executive wrote to each member of the BOG’s constituency groups to provide an update on negotiations. It included three suggestions for how each group could ensure the orderly and efficient operation of the BOG. Also, it included suggestions for the prevention of adverse publicity due to a hostile and uncooperative BOG negotiating team.

⁸⁰SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors – 1975-76, A.E. Hayes to Members of Board of Governors, 8 August 1975. Underlining in original, added by Dr. Monahan.

The Board's bargaining position is not established by the Board itself as a whole, which is content with assurances that all is well given to it by its leading members. But all is not well. It is not clear exactly how the policies advanced in the name of the Board are determined, but there is something gravely wrong with the process.⁸¹

These statements had a single purpose and message: the members appointed/elected to the BOG were not participating to the fullest extent because a smaller group of individuals was controlling the negotiating process. Individual members of the BOG relied upon the information provided to them; however, for these members there would not have been reasonable grounds to doubt the information or the individuals who provided it.⁸² The members of the BOG were capable of participating and determining the positions that the negotiating team negotiated. In his letter to the groups, Merdsoy indicated that the "well-being of the University and of the community in which it serves are very much at stake."⁸³

At the end of August 1975 the SMUFU executive decided that giving the membership a comprehensive update on the state of the contract negotiations was imperative. This was of particular importance as the new semester was imminent. Professors needed to receive the information with enough time to digest it before students arrived for classes. In summarizing the summer's negotiations the SMUFU executive indicated that it had called for conciliation, but that neither it nor its negotiating team was

⁸¹SMUA, AMF, BOGS, 3.15. 1999.23C, Board of Governors - 1975-76, Professor U.S. Merdsoy (Acting SMUFU President) to Organizations Appointing Members to the Board of Governors of SMU, 18 August 1975.

⁸²Dr. Monahan, however, was more aware of the state of negotiations and had serious questions and reservations about the information provided by the A.E. Hayes to the members of the BOG. Hayes to Members of Board of Governors, 8 August 1975.

⁸³Merdsoy to Organizations, 18 August 1975.

optimistic. It alleged that the current impasse was "based on the hard-line attitude of the Executive of the Board of Governors" toward SMUFU and because "the administration's lawyer was on vacation" during the summer.⁸⁴ This was an intentional reference to the union's displeasure with the BOG's negotiating team being dominated by Durnford instead of Carrigan, who the union believed was a more amicable negotiator.⁸⁵ This was an attempt to convince the faculty that the university was operating in a way that prevented serious progress in negotiating a new agreement. In particular, the executive noted, it was not the entire BOG that was the problem; indeed, it was the BOG executive committee, which controlled the situation.⁸⁶

Salary parity was the most important outstanding issue that the SMUFU executive addressed in its letter. The necessity of salary parity with the other universities in the Maritimes was an issue that resonated with faculty. A simple table was presented to the membership that demonstrated that the average salary for SMU faculty was, in fact, less than the means at the College of Cape Breton or other universities in the Maritimes, or indeed what the predicted averages would be for the 1975-1976 academic year.

Table 6.1 Comparison Average Salaries.⁸⁷

⁸⁴SMUFUOF, Minutes – 75-76, SMUFU Executive Committee to Members, 29 August 1975.

⁸⁵Pendse to Members of the Board of Governors, 9 July 1975; and Interview with Catano.

⁸⁶Executive Committee to Members, 29 August 1975.

⁸⁷This table is reproduced from *Ibid.*

Rank	SMU	College of Cape Breton	Maritime Average, 1974-75	Projected Maritime Average, 1975-76 (+15%)
Lecturer	12,002	12,532	12,556	14,484
Assistant	14,400	15,849	15,142	17,571
Associate	17,823	18,958	19,026	21,856
Full Professor	23,014	24,000	24,725	28,774

The purpose of this information was straightforward: the faculty at SMU was underpaid and, indirectly, the salary situation was even more abhorrent when it was recognized that a colleague at the College of Cape Breton earned more per year. The SMUFU executive suggested to the membership that the average increase needed for the SMU faculty to achieve the projected 1975-1976 parity levels was twenty-seven percent. Detecting how the executive calculated the percentages is difficult since it did not provide the statistical information, but the proposed increase would have placed SMU faculty above the Maritime average. The offer from the BOG's negotiating team compounded the disparity in salaries with an average increase of less than fourteen percent. This was unacceptable in comparison with the nineteen percent increase in the university's provincial grant for the upcoming year; SMUFU suggested that claims of the inability to pay was a ludicrous position for the university to take on this issue.⁸⁸

⁸⁸ *Ibid.*

The union executive maintained its position in its letter to the membership. It expanded upon its displeasure with the BOG's negotiating team and the BOG's executive committee:

The Union Executive has informed the entire Board of Governors of the actions taken by the Board's Executive and Board's Negotiating Teams. In response, we have received expressions of support for the Union position from non-faculty Board members.⁸⁹ Our demands, including salary, have been characterized by Board members as being reasonable and they see no reason for the Board's Executive to have opposed them.⁹⁰

They identified the two entities of the BOG as the root cause of the problems experienced by the faculty. They also noted that the BOG wanted to have the right to engage in discrimination and to treat faculty unfairly and inequitably as employees. It informed the membership of the situation to establish the context for the next step in negotiations. If conciliation was successful, the SMUFU executive pledged to bring a motion to accept to the members; however, it was unlikely that the conciliation process would work and even more unlikely that the university would be willing to "submit the dispute to arbitration." The outcome, therefore, led the SMUFU executive to inform members that there were five escalating options available to the union: publicity, work to rule, study sessions, rotating strikes, and a full strike. If faculty members were unsure of the situation, the SMUFU executive was anxious to convey it was not negotiating disingenuously.

The union had sought conciliation in an attempt to bring about a resolution to the impasse in collective bargaining. The ability of the conciliation officer to bring about such

⁸⁹No copy of correspondence from BOG members to the SMUFU executive are in the SMUFUOF.

⁹⁰Executive Committee to Members, 29 August 1975.

a resolution required good-faith bargaining by both negotiating teams. At the first official meeting on 5 September, the conciliation officer made a simple request to both teams: narrow down the issues still outstanding.⁹¹ SMUFU identified ten separate issues that it believed were central to the impasse.⁹² The necessity of this exercise suggests that the conciliator had not received a satisfactory response from the university or the union on the issues.⁹³ The first nine issues in the list compiled by the SMUFU executive were non-monetary and the last simply read: "SALARY." The outstanding issues included some that were articulated in a new manner. For example, the second issue listed dealt with the appointment of part-time faculty members. SMUFU asked "should part-time appointments be approved by the departments or simply hired by the Director of Continuing Education?" This was a section of the contract that departments were eager to have rewritten because they believed that any individual teaching one of their courses should require their approval.⁹⁴

At a 9 September meeting, the SMUFU executive discussed what the union should do if the conciliation officer was unable to produce substantial movement toward a new collective agreement. According to the minutes, the executive presented five possible

⁹¹SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors - 1975-76, Minutes: SMUFU Executive Committee Meeting, 9 September 1975.

⁹²The list compiled on 25 June 1975 listed thirteen separate issues, although they fell under ten different clauses. Pendse, List of Issues on Which Conciliation Officer's Assistance is Required, 25 June 1975.

⁹³This must be recognized as a possibility as the SMUFU requested the conciliation officer. It is most likely, however, that it was the university that had not presented a useable list to the conciliation officer.

⁹⁴Minutes: SMUFU Executive Committee Meeting, 9 September 1975.

actions to the membership for contemplation: "publicity campaign, work to rule, refusal to grade students, rotating strikes, full strike."⁹⁵ The executive took no position on these actions, although the list was apparently also a list of stages through which the union could progress, beginning with publicity and, if they did not settle the impasse, ending with a full strike. Several other important issues were discussed at this meeting. These included requesting all faculty members to review their contracts to ensure they met the standards of the first collective agreement, especially those on one-year contracts.⁹⁶ At this meeting one resolution was adopted unanimously: the establishment of a subcommittee to investigate "the possibility and desirability" of three goals: a merger with Dalhousie University, a systemic change in administration to that of direct provincial government control similar to that in Québec, or "some similar move."⁹⁷ This singular motion did not produce action; indeed, they formed no subcommittee and did not study the future of SMU. It is most plausible that they passed this motion in an attempt to express the utter dissatisfaction with how the current SMU administration/BOG was negotiating the collective agreement.

Negotiating the Second Agreement: The Fall Semester

SMUFU began to energize its membership in September for what might be contract negotiations without an immediate end in sight. It was crucial that the faculty members on the BOG were united. These six faculty members met on 9 September to

⁹⁵*Ibid.*

⁹⁶SMUFUOF, Salary and Articles Negotiated – 75, SMUFU Executive to All Faculty Members, 11 September 1975.

⁹⁷Minutes: SMUFU Executive Committee Meeting, 9 September 1975.

ascertain how they felt about the current state of negotiations. The group concluded that it did not agree with Hayes' 8 August letter to BOG members that negotiations were at a reasonable point. The group wrote to Hayes on 10 September with a stark assessment of the situation: "The faculty is seriously alienated, and becoming increasingly restive with the apparently intransigent position taken in the name of the university on a number of substantive issues."⁹⁸ While the group wrote to Hayes, it suggested that the BOG executive committee should use Monahan as the conduit for correspondence. The group wanted to meet with the BOG's executive committee at its next meeting to discuss its interpretation of the current state of negotiations.

The BOG received the letter, but A.E. Hayes was reluctant to grant the request for a meeting. Despite the fact that the request emanated from members of the BOG, the strategic necessity of ensuring a common message from the BOG's executive committee was paramount. A meeting between the two groups would suggest to the university community that the BOG was divided; however, that the community might believe that the faculty members on the BOG were united with the rest of the BOG was left to speculation. A.E. Hayes wrote to Monahan to indicate that meeting with the executive committee at its next meeting on 18 September meeting was impossible. He wrote that the two hours scheduled for the meeting was "all the time most of our members have and our agenda will likely use all the time available." In order to appear willing to listen to the position of the

⁹⁸SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors - 1975-76, BOG Faculty Members to A.E. Hayes, 10 September 1975. The letter was signed by all six members of the BOG: Dr. Cyril Byrne, Dr. J.K. Chadwick-Jones, Professor R.H. Crowther, Dr. A.P. Monahan, Professor Dermot Mulrooney, and Reverend Dr. William A. Stewart, SJ

faculty members, he offered to have the faculty member on the executive committee "brief" the executive at its meeting "on what you see as particular problems of the faculty."⁹⁹ Monahan, as the faculty member on the executive, was thrust into the position of advocating for SMUFU. The primary justification for this non-concession was that the province had appointed the conciliation officer and needed the two teams to be able to negotiate properly. To do so required the absence of a separate lobbying effort or agreements reached outside the formal collective bargaining arena.

During the certification process in 1973-1974, the students' union had formally denounced faculty unionization by filing an intervention with the NSLRB in an attempt to have the certification process voided. Despite the student union's objections, certification went through. Student unions elsewhere, particularly the one at Simon Fraser University, denounced this attempt. But one year later, the students appeared to have shifted their support to the union rather than the administration. Student opinion was crucial for both the BOG and SMUFU. Both needed to maintain any momentum already built. A faculty strike was the greatest fear for students because of the potential to lose their tuition, a semester or even a year, and, therefore to delay their graduation. The negative impact of a strike was great enough that SMUFU understood the necessity of proving that no alternative existed but to strike. The BOG's goal, on the other hand, was to portray SMUFU as unreasonable and, if possible, greedy, uncaring, and callous toward the university and its students. The methods employed by SMUFU to win over the student

⁹⁹SMUA, AMF, BOGS, 3.15, 1999.23C, Board of Governors – 1975-76, A.E. Hayes to Dr. Arthur P. Monahan, 15 September 1975.

body required more than just posters or correspondence with SMUSA. To convince students of the severity of the situation and the recalcitrance of the administration, SMUFU contemplated using study sessions either around classes or to replace them.¹⁰⁰ The SMUFU executive committee decided that it should make contact with SMUSA and with the student staff at *The Journal* to begin the information process.¹⁰¹ This decision was a necessary first step if SMUFU had any hope of maintaining a positive relationship with the student body. To favour one of those two groups at the perceived expense of the other would have alienated a group of students. SMUFU hoped both SMUSA and *The Journal* would act as conduits to convey their messages in as unfiltered a fashion as possible to the students. Unfortunately for SMUFU, *The Journal* did not publish its first issue of the autumn semester until 17 October.

SMUFU began to increase pressure on the university and the BOG in September 1975. While it was necessary to indicate the flaws and shortcomings of the BOG's negotiating strategy, SMUFU also recognized the greater necessity of demonstrating to its membership that it was not the cause of the impasse and that it was working diligently toward a resolution. By 12 September, SMUFU and the BOG negotiating team had each exchanged two salary proposals; SMUFU presented two salary proposals designed to achieve parity with other Maritime universities over either a sixteen or twenty-four-month

¹⁰⁰Interview with Catano. During this interview, Catano mused retrospectively that these sessions may have been illegal but that the administration did not press the issue.

¹⁰¹Executive Committee to Members, 29 August 1975.

contract.¹⁰² These proposals were in response to the stance adopted by the BOG's negotiating team that parity could not be achieved in the one-year contract being negotiated. The union's attempt to have the university commit to Maritime parity was more important than achieving an extended contract; indeed, its advocacy of an extended contract was designed to pressure the university into formally committing to the 8 April letter of intent on Maritime parity.¹⁰³

Negotiations between the BOG and SMUFU continued in the latter half of September on a wide range of substantive issues.¹⁰⁴ Attendance at these meetings was minimal; however, for the five sessions that have minutes available, the university was represented by Carrigan and Durnford at three and only Carrigan at two. SMUFU was represented at each meeting by Dr. Ansell and Catano, with Professor Chamard at two and for the first portion of two other negotiating sessions. At the 16 September session, they discussed the issue of sabbatical leaves in some detail. Substantively, the main amendments included clauses that allowed consideration of the application and programme of study in determining which of two professors from a single department who simultaneously applied for sabbatical leave would have his/her application granted. The final decision from the employer would emanate from the Academic Vice President,

¹⁰²SMUFUOF, Correspondence - Breakdown Between Union and Administration -June 75, Victor Catano to Bill McCallum, 12 September 1975.

¹⁰³SMUFUOF, Minutes of Salary Committee, April 75 - 75-76, Minutes: Meeting of University-Union Salary Committee, 8 April 1975.

¹⁰⁴The negotiating meeting minutes collection resumes with 16 September through to 25 September 1975 for a total of five sessions; on 16 September the two sides met in the morning and afternoon. It is not possible to discern if the minutes found in the SMUFUOF represent the complete negotiating minutes; indeed, it is near certainty that they are not.

although the department and appropriate dean would make the recommendation.¹⁰⁵ They discussed other leaves in the afternoon negotiating session on 16 September. During the afternoon session SMUFU withdrew its clause on jury duty and presented a proposal for maternity leave. The university's negotiating team agreed to a clause that allowed for the granting of partial or full credit for professors who took a leave to pursue other work; however, the university retained the right to determine what employment qualified. At this meeting they declared an impasse on the fair and equitable treatment clause, although they provided no reason.¹⁰⁶

Two days later the two sides sat at the negotiating table again. At this meeting they discussed various clauses contained in Article 10: Appointments and Article 11: Renewal, Promotion, and Tenure. SMUFU rejected the university's attempt to allow departmental chairs to submit an independent opinion to the dean following a departmental decision on appointment recommendations. The reason SMUFU objected to this clause was that it struck at their understanding of the chair as *primus inter pares*. For the university, this would have allowed it to put forward the argument that chairs were no longer in the bargaining unit as they would have granted them independent managerial authority. During this session the BOG's negotiating team agreed that the President of the SMUFU was "exempt from the normal committee assignments at the departmental level and at the university level." This removed the normal service component from the individual's list of

¹⁰⁵SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, Union Negotiations: 10:00am, 16 September 1975.

¹⁰⁶SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, Union Negotiations: 2:00pm, 16 September 1975.

duties, but the union was still seeking a course remission for the President. In the article on clauses SMUFU argued that part-time appointments needed to fall under regular appointment procedures that granted the dean and the relevant departmental chair conduct the processes. This was an important clause for SMUFU because the Division of Continuing Education under the First Collective Agreement had appointed instructors for courses offered under its auspices.¹⁰⁷

Yet these two negotiating meetings made headway toward the resolution of the collective agreement. The 23 September negotiating session, however, revealed some deeper divisions between the two teams. Articles 10 and 11 were again the main areas of negotiation. While the 18 September meeting appeared to produce substantive discussion on the issue of the Division of Continuing Education, the BOG's negotiating team desired to maintain the *status quo* on the appointment of instructors. The addition on which it was willing to concede was not acceptable to the union: "Dr. Carrigan agreed to send a memorandum to the Director of Continuing Education informing him that it is assumed that development of the Continuing Education Division will include full consultation with the Departments."¹⁰⁸ The problems associated with this Division were greater than sole control over appointments. SMUFU members were concerned that Carrigan was treating the Division of Continuing Education as a separate entity from the university itself; indeed, they alleged in October 1975 that Carrigan began non-degree programmes within the

¹⁰⁷ SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, Union Negotiations, 18 September 1975.

¹⁰⁸ SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, Union Negotiations, 23 September 1975.

Division and without the approval of the Senate, which contravened the SMU Act.¹⁰⁹ This infringed upon the prerogatives of Senate and departments to plan, staff, and, in the extreme, participate formally in the affairs of the Division of Continuing Education. They argued that they should be the deciding group because it was the department's courses that comprised the non-degree programmes. One of the few areas formally agreed during this session was a clause requiring departmental chairs to explore the possibility of having a visiting professor, funded externally from SMU, to replace faculty members on leave.¹¹⁰

The two sides agreed to minor revisions at the 25 September meeting, such as those clauses dealing with renewal dates and length of contracts for new appointees. They agreed to two new clauses during this negotiating session relating to the classroom. One clause laid out a procedure by which a faculty member who was unable to meet a class would notify the chair, who would instruct the departmental secretary to post a notice of cancellation in the classroom. The other clause agreed to was a general one covering two aspects of in-classroom activities:

Faculty members, in keeping with the general commitment to promote the welfare of Saint Mary's University, are obligated to enforce university regulations in areas under their jurisdiction. Specifically, prohibitions against smoking and taking food and/or beverages into the classroom are to be strictly enforced by faculty members in their own classrooms.¹¹¹

¹⁰⁹SMUA, AMF, Faculty Association Series (FAS), 4.10, 1999.23D, SMUFU – 1975-76. Assessment of the Current Dispute Between SMU and Its Faculty: Study Session All Day Monday in the Multi-Purpose Room, 10 October 1975. The handout was authorized on 10 October, but the study session did not take place until 20 October.

¹¹⁰SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, No title, 23 September 1975.

¹¹¹SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, Union Negotiations, 25 September 1975.

The prohibition against smoking in the classroom was most likely as inconvenient for faculty as for students. Also, at this negotiating session Carrigan undertook a rare delegation of authority; he deemed that the Academic Vice President could negotiate a clause regarding part-time appointments. They made no progress, however, on the clauses dealing with fair and equitable treatment; indeed, this would be ongoing, with proposals exchanged and language reviewed by both negotiating teams upon receipt.

Without a collective agreement, it became more apparent to SMUFU that it needed to present a united front to the university. As the weeks passed, the SMUFU executive became increasingly aware that it needed to reassert itself as a consensus-driven body.¹¹² A perceived split in the ranks of the executive was to be avoided at all costs. While this strategy was straightforward and perhaps redundant for an organization to express, some members of SMUFU and its executive grew frustrated with the negotiations and the lack of adequate explanations. The conciliation officer worked with the two negotiating teams through the end of September and into October. The SMUFU secretary, Young, resigned in protest over the decision to propose an increase to the dues collected by the union from its membership. Ansell, the Treasurer, particularly displeased Young. Young alleged that "the Treasurer wants to fix the dues before the legal costs mentioned above are known in order to get a good take regardless of what may be financially necessary."¹¹³ He also raised

¹¹²SMUFUOF, Minutes – 75-76, Minutes: SMUFU Executive Committee Meeting, 16 September 1975.

¹¹³SMUA, AMF, FAS, 4.10 1999.23D, SMUFU – 1975-76, George F.W. Young to Dr. Shripad Pendse, 24 September 1975. Underlining in original. This letter of resignation noted that it was done within the limitations of the constitution of the SMUFU, which Young was committed to upholding. This letter was addressed solely to Pendse; however, Young concluded with a notation that it was an open letter.

concerns about the lack of detailed financial information presented to the membership in sufficient time for the annual general meeting, which Young suggested placed SMUFU in a very negative position. He was particularly concerned that the SMUFU executive could emerge as too powerful without an informed membership to check it.

Less than one week after his written resignation, Young wrote an open letter to the membership in which his allegations increased in intensity. He was clearly frustrated with the lack of transparency and accountability on the issue of financial reporting by the Treasurer to the membership. He provided an analysis of the increase in revenue that the dues would generate for the union. His cautionary tale was that more money in union coffers would lead to more arbitration cases than it could handle through negotiations and informal means. This does not suggest that Young was opposed to arbitration or grievance procedures, but that the union must present a reason for increasing its revenue. He concluded his rant against SMUFU and its Treasurer by making an outlandish accusation: "Perhaps the Executive prefers, rather, a TWENTY THOUSAND DOLLAR slush fund!"¹¹⁴

The SMUFU executive circulated an agenda for the 2 October annual general meeting that included a breakdown of finances and an explanation of the necessity to increase dues. There was no difference between the numbers presented by Young and the SMUFU executive; indeed, one of the reasons for raising fees was that SMUFU would need to pay for arbitration services now and in the future. Ansell was correct to refer to

¹¹⁴SMUA, AMF, FAS, 4.10 1999.23D, SMUFU – 1975-76, G.F.W. Young to All Faculty, 30 September 1975. Capitalization in original.

the attention of the membership the impact of inflation on union expenses. There appeared to be two other justifications for increasing dues revenue. The first was that SMUFU would be required to pay legal costs from this fiscal year forward as CAUT would no longer be subsidizing it as it had during the certification process. With negotiations continuing without a discernable end in sight, the possibility of extra legal expenses was a legitimate concern. The second reason presented to the membership was that an organization should always have extra money in its accounts to allow it to deal with unbudgeted events and problems.¹¹⁵

October 1975 represented for SMUFU one of the most hectic and stressful times in the young union's history.¹¹⁶ The executive committee recognized the value of having a detailed plan of action if negotiations failed. At the 30 September executive meeting a seven-stage strategy was approved for consideration by the membership at the annual general meeting:

- a. lobbying with the board with respect to the conduct of its negotiating team
- b. publicity
- c. withholding of marks
- d. work to rule
- e. strike vote
- f. seek a new framework of employment

¹¹⁵SMUFUOF, General Meetings November 1975, Agenda: 2 October Meeting.

¹¹⁶On 30 September the SMUFU executive committee had met with the executive committee of the SMU Alumni Association and the Alumni members of the BOG. They invited the faculty members of the BOG and the Senate as well, in order to answer questions and provide a diverse group of faculty for the Alumni Association executive to query. SMUA, AMF, FAS, 4.10 1999.23D, SMUFU - 1975-76, Shripad Pendse to Faculty Members of the Board and Senate, 26 September.

g. refusal to teach overload.¹¹⁷

At the 2 October meeting this course of action was adopted by a wide margin: forty-seven yes, two no, and three abstentions. The annual general meeting explicitly required the negotiating team to continue on the current tact.¹¹⁸ SMUFU had already undertaken the first two items on its list, but would now intensify its efforts. The third item on the list was a technical reading of the non-requirement of professors to supply in-course grades to students before the writing of final examinations or not submitting final grades to the Registrar. The last item was a difficult one for faculty members currently engaged in overload teaching, but SMUFU hoped that faculty members would soon cease this practice altogether. The penultimate recommendation was exploratory at best and no alternative arrangement was proposed during the meeting. The fourth and fifth action items were the most important and had the greatest potential power behind them.

A work-to-rule campaign was an intriguing option for SMUFU because it was a genuine compromise for faculty members who supported the union but were reluctant to engage in serious or extra-collective agreement activity. In order for SMUFU to move forward on this it was necessary for the executive to establish a system of information distribution through liaison officers in each academic unit.¹¹⁹ Each member of the executive was responsible for at least one liaison person and upward of three faculty

¹¹⁷ SMUA, AMF, FAS, 4.10 1999.23D, SMUFU – 1975-76, Executive Motions: SMUFU Annual General Meeting, 2 October 1975.

¹¹⁸ Minutes: Annual General Meeting, 2 October 1975. The membership reaffirmed that it wanted Maritime parity, non-discrimination, and departmental chairs as *primus inter pares*.

¹¹⁹ SMUFUOF, Minutes – 75-76, Minutes: 7 October 1975 SMUFU Executive Committee Meeting.

members.¹²⁰ Each member of the union was assigned to a different liaison officer.¹²¹ A work-to-rule campaign had the advantage of being reasonably safe and secure; indeed, discovering who was engaged in the action would be impossible. The importance of the work-to-rule campaign was more than just as a stepping stone toward a strike vote. For SMUFU's more confrontational members, this job-action had the added attraction of demonstrating to students the seriousness of the situation without necessarily withholding services. It was a step that revealed the intransigence of the BOG. Adopting a formal work-to-rule campaign was insufficient and, however, and it became readily apparent that the most useful additional tactic would be to engage in study sessions with students and faculty members.

Conciliation talks between the negotiating teams failed to settle the outstanding issues. On 9 October, SMUFU announced publicly that talks had broken off and that in two weeks it would be in a legal strike position. The union listed three areas that remained unresolved.¹²² Departmental participation in the hiring of deans and part-time faculty was a battle between SMUFU and Carrigan. SMUFU also cited salary disparity with the other Maritime universities and referred to the need to conduct the activities of the university within the collective agreement based upon professional and academic foundations.¹²³ An

¹²⁰SMUFUOF, Minutes – 75-76, Executive Committee to the Saint Mary's University Faculty Union, 14 October 1975.

¹²¹SMUFUOF, Salary and Articles Negotiated – 75, Liaison Structure, 15 October 1975.

¹²²SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, For Immediate News Release, 9 October 1975.

¹²³“SMU, Faculty Talks Break Off: Position to Strike in Two Weeks,” *The Chronicle Herald*, 10 October 1975.

undated and unsigned circular listing eight different occupations and their salaries was released to all faculty members:

1. History teacher at Q.E.H., 33 years old, with M.A. and 10 years teaching experience earned \$17,800 in 1974-75; the union will ask for 40% next year.
2. Ontario High School teachers with 10 years teaching experience in 1974-75 earned from 18,000 to \$23,000.
3. Halifax harbor pilots this year: from \$28,000 to \$32,000.
4. Maritime Tel & Tel: employees on strike asking 58%.
5. Canadian Postal employees asking 71% and 30 hour week.
6. Montreal constable with 3 years experience earns \$18,000.
7. Rookie cop in San Francisco just out of high school: \$18,000.
8. Sobey's meat cutters this year earn \$12,000.¹²⁴

According to SMUFU, the university's offer for an incoming lecturer was \$11,300. The point was that an individual with an M.A. and possibly near completion of a doctorate would make less than a meat cutter. University professors were underpaid in relation to other occupations and professions that did not require the same level of education. The offer relating to salaries for full professors was only comparable to harbour pilots, some of whom earned more than this group of faculty members. Perhaps most insulting for professors was the salary earned by high school teachers in Halifax; however, the fictional high school teacher did hold an M.A. degree, which was not the normal educational attainment level for this group in Halifax. The necessity of bringing SMU faculty salaries up to Maritime parity was clearly demonstrable.

¹²⁴SMUFUOF, Breakdown of Contract Negotiations Between SMUFU and SMU, To All Faculty Members, re: To put your salary in perspective consider the following, no date. The origin of this circular was most likely the SMUFU executive committee, who issued the 9 October press release that reference the meat cutters at Sobey's.

With negotiations once again declared to be at an impasse and no resolution in sight, the SMUFU's executive motions took effect. The first large-scale action undertaken by the SMUFU was a variation on the publicity theme: the study session.¹²⁵ SMUFU organized a study session for 10 October which would cover five large themes relating to the current impasse.¹²⁶ The all-day study session informed students about the problems of the bargaining process, salary issues, part-time appointments, continuing education, and the vague "wider dispute." The first four issues were generally straightforward and more easily understood by the students; indeed, faculty members could identify with those issues quite readily. The wider dispute referred to was:

[T]he current dispute is a manifestation of the continuous struggle between the Faculty and the Employer, or chiefly, Dr. Carrigan, who constantly wishes to expand his power at the expense of traditional university practices. He pushes this to the point where e.g. he claims that he or his administration should appoint a geologist with consulting any geologists. To defend such positions, Dr. Carrigan needs to convince the Board that the Faculty is incompetent or it is not responsible. At the same time he claims to the Faculty that he is speaking for the Board, which has either taken no position on the issues in question, or has taken positions in the past which are nearer to the positions of the faculty. In this way, relations between the Faculty and Board are unnecessarily confused and soured.¹²⁷

This was not the first instance in which faculty members alleged that Carrigan was a problem. This was, however, the first time that the faculty publicly criticized the President

¹²⁵ Formal acceptance by the SMUFU general membership of the study session was taken at the 14 October 1975 general meeting. SMUFUOF, General Meeting – November 1975, Minutes: 14 October 1975 General Meeting, Saint Mary's University Faculty Union.

¹²⁶ In retrospect, Catano suggested that this type of study session may have been illegal, but that it was extremely effective in demonstrating that the students were supportive of the faculty position. That the SMUFU was able to achieve public relations success as a result of this action is plausible; however, since the BOG did not initiate this type of action, it is completely realistic that the SMUFU's message successfully reached more students than the BOG's. Interview with Catano, 20 April 2005.

¹²⁷ Assessment of the Current Dispute Between SMU and Its Faculty.

and the BOG. It is impossible to determine how well attended this study session was or which faculty members participated or protested it.

The SMUFU executive planned a study session for a work-to-rule campaign: the main theme would be communication. At the SMUFU general meeting on 14 October the membership formally instructed the union to engage in a work-to-rule campaign.¹²⁸ The executive motion placed before the general membership on this issue had a three-pronged approach to the work-to-rule campaign. The first was identification of the 1974-1975 agreement as the basis for the rules. The second was that the faculty would undertake no committee or bureaucratic work at all. The third was more contentious: if a professor taught three courses as part of the normal load, they would hold only nine hours of normal classroom time per week; however, if that professor were also teaching an overload course, each class would be two and one-quarter hours per week.¹²⁹ The only amendment to the executive motion was that the campaign would cease when the university accepted binding arbitration.¹³⁰

The second half of October witnessed a public relations battle between SMUFU and the university. The union had greater success in pushing its message outside the campus. One of the primary reasons for the ability of the union to achieve its goals was the ability to use ideas such as Maritime parity to describe the salary inequalities, academic excellence, and competence in relation to the authority of Carrigan. In an article that

¹²⁸Minutes, 14 October 1975.

¹²⁹SMUFUOF, Minutes – 75-76, Executive Committee to Saint Mary's University Faculty Union, 14 October 1975.

¹³⁰Minutes, 14 October 1975.

heavily favoured the union's position, Catano was the main faculty source; Carrigan was unavailable, so the writer quoted A.E. Hayes plus some unnamed sources. The author of *The 4th Estate* piece argued that the BOG believed that the threat of a strike was over money, while it portrayed SMUFU as primarily concerned with the behaviour of Carrigan. While much of the article was a simple recounting of the preceding months of negotiations, Catano proffered a new allegation for salary disparity, which the article paraphrased: "Catano, a 30-year-old psychology professor, says one reason Saint Mary's professors are lagging behind may be that so much of the university budget is going into athletics – although the faculty cannot find out how much is actually spent on sports."¹³¹ SMUFU was also alleging that Carrigan arrived at SMU with ambition to consolidate power and to carry out an aggressive reform plan.

The work-to-rule campaign commenced on 15 October in order to pressure the university into concluding the negotiations. While *The 4th Estate* article was decidedly pro-union and perhaps could be overlooked because it did not appear in a mainstream publication, it was less possible to ignore *The Chronicle Herald*. In a manner similar to *The 4th Estate* article, Carrigan declined to comment. The article that appeared, therefore, was largely from the perspective of the union, which was the only provider of information and allegations. The language was fairly tame in comparison. Perhaps the most inflammatory, statement was that the "faculty is claiming that the administration has bargained in bad faith. As an example, they point out that the university invited the union

¹³¹ Ralph Surrette, "Faculty Union Threatens Strike at St. Mary's: Power of President Carrigan Threatened," *The 4th Estate*, 15 October 1975. This publication was based out of Halifax and published by NIF publishing Ltd.; a copy of this article can be found in SMUA, AMF, FAS, 4.10, SMUFU – 1975-76.

to submit a two-year contract proposal through a conciliator, and then refused to consider any contract beyond a year in length."¹³² The BOG was not eager to engage in a battle in the press because it saw little value in such a tactic; however, its silence was not encouraging for those who may have been supportive of its position.

When the first issue of *The Journal* appeared on 17 October, the work-to-rule campaign was in its second full day of action. A comprehensive, full-page article appeared on page one to inform students of the status of contract negotiations between the two sides. The ability of SMUFU to convey its message to the public was again evident, particularly in the reception of its 9 October press release. SMUFU countered the claims that professorial retention problems in the Faculty of Commerce were due to lower-than-average salaries. Professor Chamard's participation on the SMUFU negotiating team, coupled with the SMUFU president, Pendse, allowed the union to have Commerce members advocate for the union's position on part-time appointments and the appointment of deans. They repeated many of the themes from the 9 October press release; however, a new slant was placed on the events and behaviour of the BOG's negotiating team: "The administration's view seems to be that this is a labor-management problem, in which the management is attempting to keep its power intact, and the labor is attempting to share in this power beyond its rights."¹³³ In an editorial in the same issue, this theme was repeated: "The Administration seems to be treating the Faculty Union like a labour union involved

¹³²—SMU Faculty Begins Work To Rule Campaign: Wage Parity At Issue," *The Chronicle Herald*, 16 October 1975.

¹³³Sara Gordon, "Prof's Work To Rule at SMU: Who Really Rules the Roost?" *The Journal*, 17 October 1975.

in the production of an object, rather than a union of professionals trying to teach their fields and be recompensed fairly for it."¹³⁴ This attitude toward SMUFU reflects the influence of Durnford on the positions and strategies adopted by the BOG. The differentiation between labour and professional unions was also reflected in the quasi-apology offered to the students by SMUFU:

We ask the students to bear with the faculty during changes in class routine during the current work-to-rule campaign. This campaign was unfortunately necessary to make the University take the problem of quality education seriously. For further information please attend the study sessions on Monday, October 20.¹³⁵

SMUFU continued to be far more successful at propagating its message through a variety of media; indeed, *The Journal*, which was supportive of SMUFU, encouraged its readers to pressure the BOG to end the impasse.¹³⁶

SMUFU's positions, arguments, and themes had now been published in three separate media outlets, culminating with the 17 October issue of *The Journal*. That weekend was crucial for the BOG as its members prepared for a Monday meeting at which they would discuss the negotiations. Faculty members also prepared for Monday, which was the day designated for the all-day study session. SMUFU declared that it would speak on future directions to pressure the BOG into recommencing negotiations after the Board's 20 October meeting.¹³⁷ At this meeting the BOG made some important decisions,

¹³⁴ Sara Gordon, "Comment," *The Journal*, 17 October 1975.

¹³⁵ Shripad Pendse, "Notice: Students of Saint Mary's University," *The Journal*, 17 October 1975.

¹³⁶ Gordon, "Comment."

¹³⁷ Dave Marshall, "SMU Work To Rule Campaign Will Be Stepped Up Today," *The Chronicle Herald*, 20 October 1975.

including instructing Durnford and the negotiating team to return to the table "if possible." A motion from Crowther, seconded by Monahan, that sought to have the BOG submit the impasse to binding arbitration was defeated. In a move that was new for the BOG and indicated a willingness to resume negotiations, the members granted the executive committee permission to appoint four new "members to the bargaining team."¹³⁸

At the SMUFU general meeting the following day, the faculty members on the BOG reported on its meeting. While a great deal of what occurred at that meeting did not deviate from the official minutes, they informed the SMUFU membership that Carrigan did not participate or vote on the motion requesting that the BOG commit itself to binding arbitration. Two pieces of information were presented to the BOG's membership, however, that suggested that some members were quite hostile to the union and the faculty. "J. Zatzman had expressed the opinion that neither the down-town community nor the students had any respect for the Saint Mary's Faculty." This piece of information was presented to the membership after representatives from SMUSA had assured SMUFU their support and reported that they were commencing a petition asking the university to commit itself to binding arbitration. For many of the assembled faculty, news that "the Faculty members on the Board had been subjected to considerable abuse during the meeting" was most likely not a new revelation. The most important decision made by the membership at this meeting was to set a strike vote for 28 October; however, if the

¹³⁸SMUA, AMF, BOGS, 3.11 1999.23C, Board of Governors Minutes - 13 May 1975 - 4 October 1979, Minutes: Board of Governors, 20 October 1975. The vote to receive the report from Durnford was recorded, but the defeat of the binding arbitration motion was not to the chagrin of Monahan who noted this omission with a hand-written notation in the margin of his minutes. While Monahan's minutes did not contain a record of the vote, it was reported two days later that the motion was defeated fifteen against and seven in favour. "SMU Strike Vote May Come Friday, *The Chronicle Herald*, 22 October 1975.

negotiations were resolved or if the BOG accepted binding arbitration the vote would be cancelled. It was possible for an agreement to be reached by then because negotiations had resumed before the SMUFU general meeting had convened, although Catano and Ansell reported that the renewed talks had been "devoted entirely to re-establishing the Union's position: no new ground covered."¹³⁹ The following morning, *The Chronicle Herald* reported that the Board had "changed the composition of its negotiating team, removing administration members and replacing them with four members of the board of governors" who had contacted SMUFU to recommence negotiations, which took the form of a four-hour informal session on 21 October.¹⁴⁰

The tension that mounted on 20 and 21 October created substantial momentum in the collective bargaining process and placed a great deal of pressure upon the BOG to resolve the impasse. On 22 October the BOG's negotiating team issued an open letter to all faculty members listing six outstanding issues that "both parties" identified: salary and monetary items, length of the agreement, part-time appointments, appointment of deans, fair and equitable treatment, and the penalty for untimely resignation.¹⁴¹ SMUFU's information provision and study sessions had been extremely successful in reaching the students and winning them over to the union position; indeed, binding arbitration was

¹³⁹SMUA, AMF, FAS, 1999.23D, SMUFU - 1975-76, Minutes: General Meeting of the Saint Mary's University Faculty Union, 21 October 1975. No indication is recorded in the minutes in relation to who comprised the "down-town" community of Halifax that did not respect the faculty at SMU.

¹⁴⁰"SMU Strike Vote May Come Friday."

¹⁴¹SMUFUOF, Correspondence - 75-76, Board of Governors Negotiating Team to Faculty Members, 22 October 1975.

supported by ninety percent of the students polled by *The Journal* on 22 and 23 October.¹⁴² The talks on those six issues were set to commence on 23 October with both negotiating teams preparing for an intense and lengthy session at the bargaining table.¹⁴³ Negotiations began with a great deal of anticipation for both teams as there was tremendous pressure from their respective members to secure the best collective agreement possible from their respective perspectives. They concluded three of the six issues during this session: Maritime parity for salaries as a goal, appointment of deans to include faculty participation and recommendation, and part-time appointments.¹⁴⁴ These three concerns appear to have been solved amicably without either side having to concede a great deal of ground.

Fair and equitable treatment within the confines of the collective agreement was an important goal for both teams. Despite the need for realistic and concrete clauses dealing with this broad and often vague idea, the BOG's negotiating team adopted an aggressive stance at the session. The university's proposal included an amendment to Article 6: No Strikes or Lock-Outs. The BOG's negotiators proposed that the university radically alter the 1974-1975 clause 6.10.¹⁴⁵ The effectiveness of the study-session and the work-to-rule campaign caused the university to propose this amendment, which SMUFU rejected:

¹⁴²Mary Beth Wallace, "Binding Arbitration Supported," *The Journal*, 5 November 1975. While the general student population supported binding arbitration, four of the five BOG student representatives opposed it.

¹⁴³"Faculty-Administration Talks Resume Today," *The Chronicle Herald*, 23 October 1975.

¹⁴⁴SMUFUOF, Minutes From Negotiating Meetings – 75-6, Maritime Parity, Deans, and Part-Time Appointments.

¹⁴⁵The original 6.10 read: "It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the Nova Scotia Trade Union Act, unless all the requirements, conditions and limitations specified in the said Act are adhered to." See Agreement Between Saint Mary's University and the Saint Mary's University Faculty Union, 1 September 1974 to 31 August 1975.

It is agreed by the Union that there shall be no strikes as defined by the Trade Union Act of Nova Scotia, work stoppages of any kind including but without limiting the generality of this phrase, working to rule or study sessions or like activities, concerted quitting of jobs, slowdowns, boycotts, picketing, or any other interference or interruption with the normal operation of the University, particularly relating to the responsibility of faculty members to properly teach and assist the students of the University and the Employer agrees that there will be no lockout as defined by the Trade Union Act of Nova Scotia during the term of this Agreement.¹⁴⁶

This was not the only clause to be rewritten to the advantage of the administration. Many others were to have amendments referring to the duty of faculty members to "conduct themselves with appropriate professional courtesy and due decorum."¹⁴⁷ These proposed amendments did not necessarily contradict the written aspects of the NSTUA, but they specifically tried to reduce and restrict the ability and rights of SMUFU to engage in legitimate and legal job actions.

Over the next three days the two teams reached compromises on the remaining issues and put a tentative agreement in writing, which was signed on 27 October.¹⁴⁸ This tentative agreement did not reflect either side's desired position. Each agreed that the agreement required formal ratification by their respective constituents. For the BOG's negotiating team, this would be a much easier proposition because there were fewer people to convince, and many would sign-off on whatever the negotiating team recommended. SMUFU's representatives noted the need to hold a general meeting to present the tentative

¹⁴⁶SMUFUOF, Minutes From Negotiating Meetings - 75-76, Fair and Equitable Treatment, 23 October 1975.

¹⁴⁷Fair and Equitable Treatment.

¹⁴⁸SMUFUOF, Memorandum of Tentative Agreement - October 27/75 - 75-76, Memorandum of Tentative Agreement, 27 October 1975.

agreement for the general membership to authorize a ratification vote. At this meeting general meeting the union terminated its work-to-rule campaign, cancelled the strike vote, and agreed to put the draft agreement to the membership for ratification. The members also agreed that SMUFU should hold an information session on the new agreement at least three days before the ratification vote.¹⁴⁹ This was essential because a final, fully-written collective agreement for ratification had not been presented to either the SMUFU general membership or the BOG's members. For the faculty, the key issue was that the immediate salary package was insufficient despite the letter of intent on Maritime parity.¹⁵⁰

SMUFU and the BOG had seemingly concluded an agreement. At the BOG's 3 November meeting, the tentative agreement was ratified, albeit with the proviso that the Board would not sign it until it had been ratified by the faculty.¹⁵¹ SMUFU, however, was waiting for printed copies of the agreement to distribute to its membership before formally setting a referendum date. At its 13 November general meeting a qualifying motion was passed: "[A] referendum on the proposed contract be held on Tuesday the twenty-fifth of November provided that the contract between the University and the Librarians be signed prior to that date."¹⁵² This was an important inclusion, although the two sides had reached an agreement and were further along in the ratification process than were SMUFU and the

¹⁴⁹SMUFUOF, General Meeting – November 1975, Minutes: General Meeting, Saint Mary's University Faculty Union, 28 October 1975.

¹⁵⁰Bob McIntyre and Brenda Leahey, "Tentative Agreement Reached," 5 November 1975, *The Journal*.

¹⁵¹SMUA, AMF, BOGS, 3.15, 1999.23C, Minutes: Board of Governors, 3 November 1975.

¹⁵²SMUFUOF, General Meeting – November 1975, Minutes: General Meeting, Saint Mary's University Faculty Union, 13 November 1975.

BOG.¹⁵³ SMUFU's membership was eager to analyze the new collective agreement to determine its merits and deficiencies. They scheduled a meeting for one week later, on 20 November.¹⁵⁴

In addition to the information and discussion provided for at the 20 November meeting, it was announced that SMUFU had concluded its negotiations with the university in relation to the placement of individuals on the new salary scale based on seniority, rank, and length of service in rank. These calculations, which were kept confidential, allowed SMUFU to more accurately calculate how its members stood in relation to Maritime parity. If the membership accepted this salary scale, the faculty at SMU would "be 16.3% higher than the same average in 1974-75, and will fall short of the Maritime all-ranks average by 10.1% and short of the National all-ranks average by 25.2%"¹⁵⁵ Four days later, however, another member of SMUFU's salary committee challenged these numbers, suggesting that the calculations used to compare 1975-1976 salaries at SMU were inappropriate because they still based them upon the 1974-1975 salary differentials and that SMU had relatively fewer faculty members in senior ranks than other universities in the Maritimes.¹⁵⁶ They discussed other aspects of the contract, but none substantive enough to be reflected in the minutes. They passed a motion establishing a referendum for

¹⁵³Minutes: Board of Governors, 20 October 1975; and Minutes: Board of Governors, 3 November 1975.

¹⁵⁴SMUA, AMF, FAS, 4.10 1999.23D, Notice of Meeting: Saint Mary's University Faculty Union, 20 November 1975.

¹⁵⁵SMUFUOF, Salary and Articles Negotiated - 75, K. Vaughan to All Faculty Members, 20 November 1975.

¹⁵⁶SMUFUOF, Salary and Articles Negotiated - 75, C.A. Welch to All Faculty Members, 24 November 1975.

25 November on the proposed contract and a secondary motion that pressed the executive committee to provide reasons to the membership if they rejected the contract. Again, if Librarians did not sign their collective agreement, SMUFU would automatically cancel the referendum. Without providing an attribution, a single sentence under the heading "Proposed Contract" was included: "It was generally agreed that, if the contract is rejected, the Union members must be prepared to go on strike."¹⁵⁷ While this sentiment may have been widely accepted by the membership, to go on strike would require a formal vote be taken of the entire membership.

The referendum on the proposed contract was held without fanfare or openly hostile opposition. The ratification and signing of the collective agreement took place on 4 December 1975.¹⁵⁸ SMUFU notified the BOG's executive committee that the ratification vote by the faculty had been successful, but with no indication of the participation rate or margin of approval.¹⁵⁹ They published no announcement in *The Journal*, and *The Chronicle Herald* carried no story on the formal conclusion to the collective bargaining process. SMUFU did not hold a general meeting in December but only an executive committee meeting at which no mention of the ratification vote was included in the minutes.¹⁶⁰ The new collective agreement came into effect without celebration by either

¹⁵⁷SMUFUOF, General Meeting – November 1975, Minutes: Special Meeting, Saint Mary's University Faculty Union, 20 November 1975.

¹⁵⁸SMUFUOF, Memorandum of Tentative Agreement – October 27/75 – 75-76, Agreement Between Saint Mary's University and The Saint Mary's University Faculty Union.

¹⁵⁹SMUA, AMF, BOGS, 3.12, 1999.23C, B. Of G. Exec. Comm Minutes: Aug. 6/75 – October, '79, Minutes: Executive Committee of the Board of Governors, 27 November 1975.

¹⁶⁰SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Minutes: Executive Committee of the Saint Mary's University Faculty Union, 11 December 1975.

side because both the BOG and SMUFU generally understood that the many unresolved issues would be the foundation for negotiations toward the next collective agreement. Each recognized that the unresolved issues would be back at the table in a few short months when negotiations for the next collective agreement would begin.

Conclusion

The process of collective bargaining between the faculty and university during this period represented a distinct phase in the history of collective bargaining between SMUFU and the BOG. In the earlier years of SMUFA, some collective bargaining had taken place in the form of at least two faculty manuals.¹⁶¹ SMUFU, however, had a great deal of authority behind it as it entered into negotiations with the university in 1974. Its long-term strategy, however, required that several important short-term battles be won if the union was to play a meaningful role in the lives of SMU's professors. The first collective agreement required a great deal of codification of the working place, conditions of employment, and well-articulated and agreed upon processes. While the impetus for a faculty-driven collective agreement was evident, the willingness of the membership to engage in serious pressure tactics during the negotiations was not as evident. SMUFU's leaders recommended acceptance of a collective agreement that had shortcomings and some deficiencies, but it satisfied enough demands that they felt comfortable recommending acceptance. The administration found itself in a similar position.

¹⁶¹There is no extant copy of a *Faculty Manual: Second Edition* available.

The second collective agreement was one that both the university and SMUFU had anxiously looked forward to negotiating. Each side had prepared positions on the issues that most directly affected their constituents. SMUFU recognized that the need for a substantial adjustment in salaries was very important. The gap between SMU and average salaries elsewhere in the Maritimes was great enough that faculty retention was emerging as a legitimate problem. This made reconciling SMUFU's salary demands with other substantive issues more difficult due to the administration's desire to retain authority and decision-making power. While there were many differences between the negotiations for the first and second collective agreements, one of the more incongruous was the role of Carrigan. During the first negotiations he was singled out as the reasonable negotiator on the BOG's team; however, during the second negotiations he was portrayed as the main barrier to resolving the impasse.

Carrigan's tenure at SMU was in its fifth year when the second collective agreement came into effect in December 1975. His office had undergone radical change during these years, which was in equal parts due to Carrigan and the certification and activities of SMUFU. Shortly after signing the second agreement, the university gave notice to SMUFU that it wanted to begin negotiations for the third collective agreement early.¹⁶² As neither side was particularly pleased with the second agreement, it is not surprising that SMUFU was also prepared to begin the process in January 1976. Negotiations for the third collective agreement were set to begin, which showed to the SMU community that this agreement was one that both sides were anxious to have

¹⁶²Minutes, 11 December 1975.

resolved in their favour. The university was interested in aggressively pursuing a contract that placed more control within its purview, and SMUFU wanted exactly the opposite. The financial realities of the university partially motivated the BOG's early positions, especially provincial grants and the resolution of its mortgage situation with the Archdiocese of Halifax that occupied a large part of its annual budget.

Chapter Seven: Testing Resolve

Introduction

Entering the 1976-77 contract negotiations there was a definite change in the attitudes of the two sides toward collective bargaining. The union wanted to negotiate the salary package first so that it could discuss academic issues without the specter of money hanging over the process. This was partially due to the federal government's creation of the Anti-Inflation Board (AIB), which was to review and determine the appropriate level of salary increments in the context of inflation. The university intended the initial proposal to weaken the union severely and to cause its members to question the union's legitimacy. The clauses the university wanted to renegotiate represented the core of the collective agreement, and its position was to revise the processes and procedures that the St. Mary's University Faculty Union (SMUFU) held most dear. Indeed, its proposal included an exponential increase in the areas of non-compliance that could be deemed by the employer to constitute just cause for dismissal. The union's response was both swift and unusual given the context and the university's clear intent. Negotiating team members believed that the document was a dangerous place from which to begin negotiating. What was particularly unusual about their reaction, however, was that their first formal response was to accept the proposal as it stood and to suggest that they take it to the membership for a vote. When they did so, the membership reacted just as their negotiators had hoped: overwhelmingly negative. With a strong mandate to begin the process from scratch, the union's negotiating team hoped to force the university to abandon its "outrageous

demands." SMUFU's tactics displeased the university's negotiators, but it did lead to a total abandonment of their original position. As negotiations neared completion, snags in the process continually arose to prevent the union from being able to present a collective agreement to its members for ratification.

During first three years of collective bargaining at SMU, other factors emerged that affected the process. The most important was the creation of the AIB. Inflationary pressures finally forced the federal government to implement a three-year legislative programme to try to reign in wage and salary increases. The programme was unpopular with many groups, but it was especially unpopular in the university community in regions such as Atlantic Canada where faculty members were attempting to reach salary parity with colleagues across the country. This was certainly true at SMU, although from a strict collective bargaining perspective the restrictive legislation removed a great deal of pressure from both sides since a third party would set a maximum award. This system forced the faculty union and the university to focus on non-monetary issues; while such issues were important for both sides, the likelihood of job actions was greatly reduced.

The academic year 1975-76 was extremely busy for the senior administration. For example, the university conducted searches for the positions of Academic Vice President; Deans of Arts, Science; University Librarian; and Director of Continuing Education. These appointments followed the collective agreement, which required faculty input in the decision-making process.¹ Each search was ultimately successful, although the

¹The by-laws of the BOG, however, appear to be the dominate guidelines in the formal process, but faculty input was included. See Saint Mary's University Archives (SMUA), Arthur Monahan Fonds (AMF), Board of Governors Series (BOGS), 1999.23C, 3.12, B. Of G. Exec. Comm. Minutes Aug. 75/ -

appointment of the Dean of Arts, Dr. John Owen, as Academic Vice President triggered a search for his replacement (Father William A. Stewart temporarily filled the post). These appointments coincided with one of the most contentious proposed clauses for the third collective agreement: the (re)-entry of academic administrators into an academic unit.

While the university was occupied with replacing senior academic administrators, SMUFU handled several grievances relating to alleged misapplication of the collective agreement.² Although all cases were dealt with separately, the union executive did not always believe that each one had enough merit to be taken to the fullest extent of the possible appeals procedures under the collective agreement.³ The aggrieved individual did not always win, but the process did not produce hostility or have a detrimental effect on the university.

Oct. 79, Minutes: Executive Committee of the Board of Governors, 15 January 1976; Minutes: Executive Committee of the Board of Governors, 9 February 1976; Minutes: Executive Committee of the Board of Governors, 2 March 1976; Minutes: Executive Committee of the Board of Governors, 12 April 1976; Minutes: Executive Committee of the Board of Governors, 3 May 1976; Minutes: Executive Committee of the Board of Governors," and 8 June 1976.

²Several of the grievances that were filed under the collective agreement took several months to work through the system; however, none progress through to a formal arbitration hearing before the Nova Scotia Labour Relations Board.

³Saint Mary's University Faculty Union Office Files (SMUFUOF), Minutes – 75-76, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 15 January 1976. Prior to the release of the minutes, the SMUFU blacked out names to preserve confidentiality and protect the privacy rights of its members; however, in instances where it is possible to form an accurate identification of the individual, no such identification will take place here unless the case became part of the public domain through other, contemporary, means.

Prelude to An Early Start

The ink on the second agreement, which spanned 1 September 1975-31 August 1976, was barely dry when the university advised the union of its desire to begin the negotiating a new agreement earlier than in the previous rounds of talks. This process began informally because the earliest a formal communication to commence the collective bargaining process could be delivered was 150 days before the expiration of the existing contract (4 April 1976), after which twenty days had to elapse before the first session commenced.⁴ Despite its desire to commence collective bargaining early, the BOG's true intention was to take its time constructing new articles and clauses for its opening bargaining position. The BOG and the academic administration found substantial sections of the previous agreement that required revision. The shifting composition of their negotiating team continued, with more responsibility and authority granted to Eric Durnford. SMUFU, with fewer resources for legal services, opted to solicit input from its membership in formulating its positions for the upcoming negotiations. SMUFU did not ask the Canadian Association of University Teachers (CAUT) for assistance in this round of negotiations because it believed that its experience and knowledge were sufficient. In fact, the union suggested to the BOG that if it were presented with a proposal, they would try to reach an agreement before the 1976-77 academic year commenced.⁵

⁴SMUFUOF, Memorandum of Tentative Agreement – October 27/75 – 75-76, Agreement Between Saint Mary's University and The Saint Mary's University Faculty Union, Article 27.10, 27 October 1975.

⁵SMUFUOF, Notice of Renegotiation – Beginning of Negotiations June 1976, Shripad Pendse to Mr. Austin E. Hayes, 5 February 1976.

Preparing for the new negotiations was a serious matter for the BOG, and its executive committee recognized the need to be as prepared as possible. Dr. Carrigan was instrumental in prodding the committee on this, recommending that at its 15 January 1976 meeting it establish "a Board committee to act in an advisory capacity to the Board's Collective Bargaining Team."⁶ The minutes of this meeting do not reveal the proposed purpose of this committee, but only that it consisted of seven individuals.⁷ The advisory committee, as an *ad hoc* body, was to exist for one year.⁸ Its primary mission was to review the agreement and recommend priorities for negotiations. The lead time granted to this committee was considerable, although it was deemed necessary because its members all had full-time careers outside the university.

SMUFU's anxiousness to begin a new round of contract negotiations equaled that of the BOG. At an executive committee meeting on 20 January 1976, a motion was passed inviting the BOG to submit a "bargaining proposal for the 1976-77 contract at its earliest convenience."⁹ It is unclear whether the executive believed that a proposal was forthcoming or if it believed that it needed to appear receptive to any overture from the

⁶SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee of the Board of Governors, 15 January 1976.

⁷Monsignor Colin Campbell (chair), Mr. K. Butler, Mr. T. Donahoe, Mr. M.A. Eisenhauer, Mr. R. Ferguson, Mr. P. Lynch, and Mr. J. Zatzman. None of these individuals were faculty representatives on the BOG.

⁸The terms of reference for this committee are not set-out in the minutes of the executive committee; however, the one-year life-span is noted in SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee of the Board of Governors, 2 March 1976.

⁹SMUFUOF, Minutes - 75-76, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 20 January 1976.

BOG. Despite the 150-day rule, nothing in the collective agreement precluded earlier informal exchanges, and this motion may have signaled the SMUFU executive's willingness to proceed along these lines. Caution was necessary, however, because the rules governing collective bargaining were not applicable if problems arose.¹⁰ Despite this awkward situation, union leaders appeared hopeful. If the BOG was willing to be more directly involved than in the previous negotiations, perhaps the union could take these overtures seriously.¹¹ The benefits of agreeing to an earlier commencement of negotiations far outweighed the negative reactions to rejecting that offer.

Status of SMU and SMUFU, 1976

After five years of operating as a secularized university, it was apparent to many in the university community that an assessment of where the university stood was necessary. The SMUFU executive was committed to this idea and proposed to the BOG after its 10 February 1976 meeting that the purpose and function of the university needed re-examination. Both parties wanted to avoid further negative publicity stemming from collective bargaining, although SMUFU had no regrets about its actions in securing the previous agreement.¹² While collective agreements at SMU were a recent phenomena,

¹⁰ As discussed in the previous chapter, the BOG reworked its negotiating team in the final weeks of the negotiations in an attempt to assist in the conclusion of the collective agreement for 1975-76.

¹¹ SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 9 February 1976; SMUFUOF, Notice of Renegotiations – Beginning of Negotiations June 1976, D. Hugh Gillis to Shripad Pendse, 12 February 1976.

¹² Stefan Jensen, Interview with Dr. Victor Catano, 20 April 2005.

SMUFU thought that a process of self-examination might alleviate any future friction by promoting a consensus on the purpose and spirit of particular clauses.¹³ Despite a motion instructing him to approach the BOG, Dr. Pendse did not do so because he "felt that we [SMUFU] should canvas Board Members of the Alumni Reception before a letter is sent;" this position received the support of the executive committee.¹⁴ This was a strategic move that had merit, particularly as any investigation into the functioning of the university would require cooperation from the various constituencies represented on the BOG.¹⁵

Despite only negotiating two collective agreements, faculty negotiators from SMUFU developed national reputations as experts in the field. Victor Catano was one such individual. He was "an invited speaker at the Third Canadian Seminar on Collective Bargaining in Higher Education," and the SMUFU executive was willing to help compensate him for attending that conference.¹⁶ At the outset of negotiations, Catano

¹³For example, the union believed that the Academic Vice President could not sit on the University Review Committee, primarily because of the reporting and recommending structure of the committee in relation to the office of the Academic Vice President. SMUFUOF, Minutes – 75-76, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 10 February 1976.

¹⁴SMUFUOF, Minutes – 75-76, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 4 March 1976.

¹⁵"Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union," 18 March 1976, *Minutes – 75-76*, SMUFUOF.

¹⁶The paper he delivered focused on Atlantic Canada with specific reference to SMU. The collective experience in the region with faculty unionization was mixed. Memorial University of Newfoundland, for example, had narrowly rejected unionization by a vote of 310-299. At the University of Prince Edward Island, the faculty association was acting as a collective bargaining agent in most respects, while in New Brunswick no faculty association had formally been certified. The University of New Brunswick, however, held a failed referendum on the issue. Mount Allison University appeared to be leaning toward unionization; at the Université de Moncton a few years of positive informal relations appeared to be over; and at St. Thomas University the certification process was before the labour relations board. In New Brunswick, however, there was a sense that whichever university was the first to have a faculty union would "appeal the decision to the Supreme Court" of New Brunswick on the grounds that the board should not have heard the case because faculty was not covered under the province's labour relations legislation. In Nova Scotia the story was different. While only SMU was certified, Acadia was moving

presented his interpretation of the state of the union and of the successes and shortcomings it had experienced. He provided a brief synopsis of the history and trajectory of the faculty association-turned union. His reference to the tension created by the presence of both the CAUT and the Canadian Union of Public Employees (CUPE) was brief, concise, and wholly accurate. "The presence of CUPE galvanized the anti-union faculty members into supporting the Faculty Union as the lesser of evils." He described the first collective bargaining negotiations and the initial collective agreement as low-key, with the union unsure of how to move forward after the CAUT-CUPE tension. Process and procedures were clarified and based largely upon the unratified faculty manual. The most positive gains were the curtailment of the President's veto power by the faculty-dominated University Review Committee (URC); agreement that departmental chairs were *primus inter pares*; establishment of grievance and arbitration procedures; and the awarding of a modest salary increase. The second agreement, in his view, was the result of a more aggressive stance by the union. Catano suggested that the union had successfully maintained academic quality and rigour in recognizing departmentally generated criteria for promotion, which some had feared would become automatic.¹⁷ He revealed that

rapidly in the same direction. At the College of Cape Breton, the faculty association had received voluntary recognition. Faculty at the Teachers College and Agricultural College were associated with the public servants union. On the other hand, Dalhousie, Mount Saint Vincent, and St. Francis Xavier had yet to begin the certification process. Catano thought that Dalhousie would possibly be the next university in Nova Scotia to begin the process, although he saw this as progressing along lines similar to that of Moncton due to financial exigency which threatened tenured faculty members. SMUFUOF, Minutes - 75-76, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 4 March 1976; Library and Archives Canada (LAC), Canadian Association of University Teachers Fonds (CAUTF), MG28-I208, volume 253, Collective Bargaining Committee, Victor Catano, The Status of Collective Bargaining in Atlantic Canada, paper presented at the Third Canadian Seminar on Collective Bargaining in Higher Education, Toronto, ON, March 1976, 1-2.

¹⁷Catano, The Status of Collective Bargaining in Atlantic Canada, 3-5.

thirteen individuals had applied for promotion, but only four received a positive recommendation from the University Review Committee.¹⁸ He suggested that the dominance of faculty members on the URC toughened the criteria for promotion and tenure rather than relaxing the standards as the nay-sayers had predicted.¹⁹

After discussing the state of collective bargaining in the region and the history of SMUFU, Catano suggested some applicable lessons. His message was blunt: faculty unions needed to act like unions. While he acknowledged that the collegial model should be the foundation for collective agreements, he suggested that faculty needed to be cognizant that labour relations legislation governed their relationship with the university. This was the vernacular that members of the BOG understood; moreover, the tactics available to faculty unions were similar to those employed by traditional labour unions. In concluding, Catano pointed out that the BOG implemented an industrial-relations model, the greater the need for solidarity among faculty members. Despite the experiences that SMUFU negotiators had, the scope of the collective agreement expanded into new areas requiring new contract language. Some issues that had not been a problem at SMU before, emerged as contentious issues as individual faculty members encountered new situations.

The issues of experience and market differentials in setting faculty salaries were essential, if contentious issues. The university wanted the right to use these criteria because of a fear that turnover rates would increase if the practice was curtailed too greatly

¹⁸He does not indicate, however, if all thirteen individual applications made it to the URC for review.

¹⁹Catano, *The Status of Collective Bargaining in Atlantic Canada*, 3-5.

by collective bargaining. The university granted market differentials to some new professors to induce them to leave presumably more lucrative careers.²⁰ According to this notion, individual faculty members could be assigned a higher step/rank within the scale or have an annual amount added to their base salary. Two inherent problems stemmed from this: first, it was not always clear that individual faculty members were truly sacrificing higher salaries elsewhere; and second, it was difficult to agree on whether a monetary figure could be set on the non-monetary benefit of teaching their profession to the next generation of practitioners. But there was general agreement that the university needed some flexibility to hire and retain high-quality faculty. At SMU, the use of market differentials was directed primarily toward members of the Faculty of Commerce and, to a lesser degree, those teaching in Engineering. Professor Dann Milne (Economics) wrote to Pendse about the tension within Commerce:

The majority must overcome their self-interest and recognize the needs of the university for continued existence. The potential for losing a substantial portion of our enrollment to Dalhousie as our reputation fades seems enormous. Possible solutions lie within the union itself. The salary scale that brought up the very low salaried members must now be given enough flexibility to enable the university to pay people closer to their market values. Merit provisions placed in the contract will not eliminate the dysfunctional salary deficiencies of faculties as a whole. They, however, can be used to selectively retain individuals.²¹

This suggestion required the serious attention of the university and the union, if only to prevent any potential decline in enrollment. The sentiments expressed in this letter are

²⁰Michael Hayden, "From Conflict to Crisis: 1959-1974," Chapter 7, *Seeking A Balance: The University of Saskatchewan, 1907-1982* (Vancouver: University British Columbia Press, 1983).

²¹SMUFUOF, Salary Scale - 13 August 1976 - 76-77, Dann Milne to Dr. Shripad Pendse, 17 March 1976.

revealing. It was possible that Milne was leaving SMU for the reasons he outlined, i.e., that another university was willing to pay him a greater salary based upon his market value.²²

The end of the academic year was close when a bombshell exploded over allegations that two professors, including the president of SMUFU, Pendse, had intimidated the student member on the URC. Bob McIntyre made a formal complaint to the Academic Vice President, Dr. Hugh Gillis, who in turn was quoted in the front-page story of *The Journal*: "This is not the first time this sort of situation has occurred ... [and] I regard both of these instances as improper."²³ The incident involving Pendse allegedly took place in a hallway and included intimations that McIntyre might face a formal proceeding of some sort if the URC ruled against Pendse; indeed, according to McIntyre, Pendse alleged that it was improper for a student to be a member of the committee. Healy (English) had told one of his classes that he was being considered for tenure and that a negative decision would have serious, negative consequences for his career at SMU (which was true). Ten of his students confronted McIntyre to inquiry about how he would vote and suggested that if he voted against Healy he would be going against the interests of students. McIntyre was quite affronted by these incidents and vowed to behave ethically, properly, and according to the spirit and purpose of the URC, which included respecting

²²The letter only indicates that he is resigning from SMU and no indication is provided as to where or whom is his next employer.

²³Frank Cassidy, "Student Member Intimidated: On University Review Committee," *The Journal*, 23 March 1976. The other professor revealed in the allegation was Professor Denis Healy of the Department of English. Pendse was being considered for promotion and Healy for tenure, according to *The Journal* story.

the absolute confidentiality of those being considered. Although this story appeared in the 23 March issue of *The Journal*, no formal discussion took place at SMUFU's executive committee meeting on 25 March 1976.²⁴

Allegations of this sort shook the university community and portrayed Pendse in a particularly negative light. Moreover, the SMUFU president was upset that Dr. Gillis' statement about similar incidents contained no evidence. Indeed, because many in the community knew him as a member of the Faculty of Commerce and as the President of SMUFU, he also worried that this article could also negatively affect those two bodies. In response, Pendse wrote an open memo to the university community and distributed it across campus on 7 April in an attempt to clear up confusion and to clear his name. The truth was that his case had already been decided before the alleged incident took place; Pendse therefore had no reason to try to intimidate the student. Indeed, he pointed out that the conversation in the hallway regarding McIntyre's legitimacy on the committee centred on the election process that the students' held in the fall which placed Mr. Brian Cooper on the committee. Pendse suggested that he was merely inquiring about the process by which McIntyre had been placed on the committee and that he and McIntyre left the conversation on positive terms.²⁵

A response from SMUFU about these allegations was merely a matter of time, particularly when its president was one of the alleged perpetrators. The central question

²⁴Minutes: Executive Committee Meeting of SMUFU, 25 March 1976.

²⁵SMUA, AMF, Faculty Association Series (FAS), 1999.23D, 4.10, SMUFU – 1975-76, Shripad Pendse to Members of the SMU Community, 7 April 1976.

was what action the union should take. The SMUFU executive met on 12 April and addressed the article in question.²⁶ It also passed the following ominous motion:

Whereas the Union sees the recent article in the *Journal* to be a serious slander of the President of the Union, it instructs Dr. Pendse and Mr. McConnell (SMUFU attorney) approach the *Journal* to obtain a satisfactory settlement. Failing this, the Executive instructs its lawyers to institute legal proceedings.²⁷

All Pendse appeared to want was an apology. McConnell had tried to engage *The Journal's* attorney, Mr. Cragg, but his six telephone calls went unreturned. Although the union was hesitant to pursue legal action against students, it would support this if Pendse decided that no alternative resolution was possible. Shortly after the receipt of this letter, Mr. Adamson (*The Journal's* editor) and Pendse met and agreed on a settlement.²⁸ This was that *The Journal* would publish an apologetic editorial which would be vetted by Pendse to prevent a potential libel suit.²⁹ This situation was resolved amicably and without resorting to costly legal actions, although an investigation into the allegations was still to be undertaken.³⁰

²⁶SMUFUOF, Minutes – 76-77, Notice: Executive Committee Meeting of the Saint Mary's University Faculty Union, 12 April 1976. No copy of the minutes for this meeting are available.

²⁷SMUFUOF, Employer-Union Committee Meeting Minutes – 76-77, Dr. Shripad Pendse to Mr. Matthew Adamson (Editor, *The Journal*), 20 April 1976.

²⁸SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 22 April 1976.

²⁹SMUFUOF, Minutes – 76-77, Minutes: Joint Executive Committee Meeting of the Saint Mary's University Faculty Union, 28 April 1976.

³⁰SMUFUOF, Minutes – 76-77, Minutes: First Executive Committee Meeting of the Saint Mary's University Faculty Union, 28 April 1976.

When SMUFU held its annual elections in April 1976, Pendse decided not to offer to serve again, and Victor Catano was elected as his successor without opposition.³¹ The new and outgoing executives had a transitional meeting on 28 April, after which the new leadership group held its inaugural meeting to set out its agenda for the coming year.³² This focused on continuing the current activities of the union and preparing for the new round of collective bargaining.³³ One of the projects begun by the outgoing executive was to propose a commission to investigate the functioning of the university. Catano outlined the three main goals of the proposed commission in a letter to Carrigan: better communication within the SMU community; improving SMU; and defining the short- and long-term goals of the university.³⁴ This proposal was reasonably well received by the BOG, which decided that the most efficient manner in which to undertake this study was to ask each constituent group at SMU to submit reports.³⁵

Negotiating the Third Agreement

³¹SMUA, Saint Mary's University Faculty Association Fonds (SMUFAF), 2001.034.01, Series 2-2, Box 1, SMUFU Nominating Committee to All Faculty Members, 12 April 1976. Catano and Colin Howell (Secretary) were declared elected by acclamation when no other candidates were nominated.

³²SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Michael Wiles to Members of the Faculty Union, 29 April 1976.

³³Minutes: Joint Executive Committee Meeting of the Saint Mary's University Faculty Union, 28 April 1976.

³⁴SMUA, AMF, BOGS, 1999.23C, 3.15, Board of Governors, 1975-76, Victor M. Catano to Dr. D. Owen Carrigan, 28 April 1976.

³⁵SMUA, AMF, BOGS, 1999.23C, 3.11, Board of Governors Minutes, 13 May 1975-4 October 1979, Minutes: Board of Governors Meeting, 3 May 1976.

Preparations for the upcoming collective bargaining sessions included the canvassing of the membership for suggestions and priorities.³⁶ One of the issues left unsettled by the first two collective agreements dealt with a myriad of discrimination-related themes, such as maternity leave, family status, fringe benefits, and the consistently masculine language used in the contract. At SMU the leading advocate for a more female-friendly campus and contract was Dr. Linda Christiansen-Ruffman (Sociology).³⁷ During preparations for the contract negotiations, Christiansen-Ruffman presented two pages of clauses that she believed required improvement or examination.³⁸ Fringe benefits and other non-salary, monetary issues appeared to be of special concern because they tended to discriminate against women in the workplace. She was rightly critical of the lack of meaningful language to cover maternity leave and argued for the use of the CAUT policy in the upcoming contract.³⁹

Personal experience or the experience of a colleague often produced recommendations for a particular clause or amendment. Occasionally, the need to include revised contract language was infuriating because it appeared that common sense should have guided the participants. While the impetus for the request is unclear, Father William

³⁶SMUFUOF, Union Executive – 76-77, Michael Wiles (SMUFU Secretary) to Members of the Faculty Union, 29 April 1976.

³⁷In April 1973 Dr. Christiansen-Ruffman had begun organizing the female faculty members of SMU to discuss issues of concern to female professors. SMUA, AMF, FAS, 1999.23D, 4.7, SMUFU – 1975-76, Linda Ruffman to All Faculty, 6 April 1973.

³⁸SMUFUOF, Contract Submissions-Suggestions – 1975-76, Linda Christiansen-Ruffman to Union, 11 May 1976.

³⁹*Ibid.* The CAUT passed its policy on maternity leave in June 1974 and began encouraging universities to adopt it in their faculty agreements or as a part of their policies and procedures.

Lone (Physics) suggested a tentative amendment to Article 15 to protect employees from undue inconvenience arising from the reassignment of office and laboratory space, particularly if the notice was "issued at times other than during legitimate absence."⁴⁰ Professor Philip Street (Psychology) complained, with justification, about the prohibition denying lecturers the opportunity for sabbatical leaves or accumulating and retaining previous years of experience toward receiving a sabbatical. Street fell into this category and declared that he would not support any tentative agreement "unless the three years service credit I once had towards sabbatical, is restored."⁴¹ The personal relationship between an individual faculty member and a desired amendment was apparent in the few written submissions received by the union.

Commencing preparations for the new round of collective bargaining was important for SMUFU. While the BOG had begun serious consideration of its position earlier than the union, the SMUFU executive agreed to produce a ten-point plan to submit to the membership at its 31 May annual general meeting.⁴² The university contacted the union on 25 May with an invitation to exchange proposals the following week. According to Durnford, the university wished to commence negotiations on 7 June.⁴³ Despite an

⁴⁰SMUFUOF, Contract Submissions-Suggestions - 1975-76, W. Lone to SMUFU Executive, 3 May 1976.

⁴¹SMUFUOF, Contract Submissions-Suggestions - 1975-76, P.A. Street to Dr. M. Wiles, 3 May 1976.

⁴²SMUFUOF, Minutes - 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 11 May 1976.

⁴³Eric B. Durnford to Professor Guy Chauvin, 25 May 1976, *Notice of Renegotiation - Beginning of Negotiations June 1976*, SMUFUOF. In this letter the issue of the 150 days was raised, but indicated that 1 June was the earliest date that negotiations could commence.

apparent ignorance of the deadlines in the collective agreement, the BOG's negotiator believed that the process could begin. SMUFU, however, was unwilling to begin negotiations at such an early date or to waive the twenty-day period between notification and commencement. The union was compassionate, however, and was "willing to delay negotiations to take account of Monsignor Campbell's hospitalization" before the twenty-day period commenced.⁴⁴ While agreeing that negotiations should begin as soon as possible, the union recognized that it should at least wait for its annual general meeting and input from its membership.

SMUFU's annual general meeting included a review of the previous year's activities. The executive then recommended nine items for consideration in the upcoming negotiations.⁴⁵ As at several previous general meetings, attendance was quite low; the highest vote count recorded was twenty-one.⁴⁶ While low attendance was not new, it is difficult to identify the reasons in this case.⁴⁷ Nevertheless, those who did attend also heard a lengthy report from Dr. Wiles about the CAUT Council meeting on 12-14 May. In addition, the membership approved the directions to the negotiating team by a vote of twenty in favour and one abstention. Members made additional suggestions from the floor

⁴⁴SMUFUOF, Notice of Renegotiation – Beginning of Negotiations June 1976, Guy Chauvin to Eric B. Durnford, 27 May 1976.

⁴⁵SMUA, SMUFAF, 2001.034.01, Series 2-2, Box 1, Michael Wiles to Members, Information on Negotiations for Members, 31 May 1976.

⁴⁶SMUFUOF, Minutes – Special Meetings and General Meetings – 76-77, Minutes: General Meeting of the Saint Mary's University Faculty Union, 31 May 1976.

⁴⁷The leading reasons found for low attendance during the summer months included faculty physically away from campus, vacations, conferences, or disinterest in the details of planning for negotiations or the inner workings of the union itself.

in relation to other areas, such as fringe benefits, the use of data from Statistics Canada on faculty salaries, and the contentious issue of summer and evening courses.

One pressing issue discussed at the meeting was the procedure to be followed to appoint an acting Dean of Arts to replace Dr. Owen, whom the BOG had appointed Academic Vice President. The problem the union had with the temporary appointment of Father Stewart as Acting Dean was that the BOG's bylaw on decanal appointments did not include a separate section dealing with the position of acting dean. According to the union, the BOG was required by its own bylaws to establish a search committee no matter the length of a decanal appointment.⁴⁸ At its 3 May meeting, the BOG approved Father Stewart's appointment.⁴⁹ The minutes indicated that "because of the time lag in searching for a new Dean of Arts to replace Owen, the Executive Committee had requested the President to nominate an internal candidate." They appointed Father Stewart for a one-year term to commence 1 June 1976.⁵⁰ From the BOG's perspective, filling the position quickly was necessary, in part to facilitate Owen's move and partially to ensure that Arts had an individual in place who possessed sufficient authority to enable the Faculty to operate. At the general meeting, suggestions were put forward to prevent a recurrence of this procedural anomaly. Deans were the purview of the BOG, and little could be done in collective bargaining to alter the situation other than to strengthen clauses about faculty participation in the search process.

⁴⁸Minutes: General Meeting of SMUFU, 31 May 1976.

⁴⁹Father Stewart was a very well-respected member of the SMU community and it was not him that the union was upset with.

⁵⁰Minutes: Board of Governors Meeting, 3 May 1976.

The members at the SMUFU meeting only received information and did not pass a motion or provide a direction for its executive committee.⁵¹ One week later the executive committee met and agreed on an aggressive stance against the BOG on this issue. The consensus was to have Chauvin

[W]rite to the Chairman of the Board of Governors (B.O.G.), to tell him that the Union is proceeding to take out an injunction against the University, but that at the same time the Executive of the S.M.U.F.U. is willing to meet with representatives of the Executive of the B.O.G. in an attempt to resolve this problem.⁵²

This step required input and approval from the union's lawyer to ensure that there was a legal foundation for seeking an injunction. At its 27 June meeting, the executive was informed that the union's lawyer was preparing to seek an "injunction against the University for its failure to carry out its public duty in not using the Search Committee to find a Dean of Arts."⁵³ One month later preparations for the injunction were complete, and the executive received notification that "all documents are completed and they should be served on the University very shortly."⁵⁴ It is unclear from the minutes of these meetings the precise nature of the settlement sought by the SMUFU executive. After months of negotiations and difficulties with the BOG's negotiators, SMUFU filed the injunction

⁵¹Minutes: General Meeting of SMUFU, 31 May 1976.

⁵²SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 7 June 1976.

⁵³SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 27 June 1976.

⁵⁴SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 29 July 1976.

request in October 1976.⁵⁵ But this did not lead to a formal hearing “for political reasons and after consultation with the Union’s lawyer;” indeed, the timing of the notification to the BOG occurred on the same day that negotiations produced a tentative agreement for a contract between the university and the union.⁵⁶

The Not So Charming Third Time

After two years of collective bargaining between the university and the union, the process was well understood by both parties. Moreover, the familiarity that the two sides had developed with each other was important as the next round commenced. This did not, however, necessarily create an environment conducive to a relaxation in protocols or procedures.

Both sides understood collective bargaining in the university context and recognized the importance of dictating the pace and schedule of negotiations.⁵⁷ Professor Chamard indicated to the SMUFU executive that it needed to take the lead in setting negotiations. This was almost as important as not allowing Durnford to control the process.⁵⁸ The union had ample reason to be concerned about Durnford’s tactics. Providing the other side with a list of articles and clauses that it desired to negotiate was the first

⁵⁵SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary’s University Faculty Union, 8 October 1976.

⁵⁶SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary’s University Faculty Union, 29 October 1976.

⁵⁷See Durnford to Chauvin, 25 May 1976; and Chauvin to Durnford, 27 May 1976.

⁵⁸SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary’s University Faculty Union, 7 June 1976.

step; merely informing the other party of a desire to renegotiate the contract was insufficient. Yet Durnford was somewhat confused when the union did not accept his correspondence suggesting an informal start to negotiations as a formal notification:

Regarding the formal notice of re-negotiation, I suggested that we consider this to have been given by both sides and that in the near future each then exchange with the other more specific proposals as has been the practice in the past. You indicated, however, that you would prefer that the University strictly follow the provisions of Article 27.20 and this will be done shortly.⁵⁹

The reference to the conduct of the union and the university in the past about the signal to commence negotiations is somewhat misleading because in the single previous instance when such notification was required, the union gave it. Durnford had interpreted the communication from the union that it was willing to begin negotiating earlier than in the previous year as consent that negotiations could begin and consequently as satisfying Article 27.20.

During the first few days of June, neither party appeared more than mildly interested in commencing negotiations. Perhaps each side wanted extra time to formulate more concrete proposals and to ensure that prospective amendments completely covered its respective areas of concern. More likely, however, was that each side wanted to see what the opening position of the other would be before releasing its position. Both sides indicated a desire for negotiations to be as uninterrupted as possible, utilizing full-day sessions to accomplish this goal.⁶⁰ Durnford recommended to the BOG executive on 8

⁵⁹SMUFUOF, AIB Review of SMUFU Salaries – 1975-76, 1976-77, 1977-78, Eric B. Durnford to Professor Chauvin, 2 June 1976.

⁶⁰SMUFUOF, Notice of Renegotiation – Beginning of Negotiations June 1976, Victor M. Catano to Eric Durnford, 17 June 1976.

June that “an early meeting with the Faculty Union” was desirable.⁶¹ But he proposed no date or time line for this.

At the end of June the two sides appeared ready to exchange proposals and commence negotiations. Written communication, however, was slow and formal. The formality was necessary and the delays understandable given the nature of committee work coupled with the lulls associated with summer. For example, Durnford did not respond to Catano’s letter of 17 June until 29 June. While this delay may be understandable, for SMUFU it required a shift in tactics for the upcoming negotiations.

[N]othing has yet been received from Mr. Durnford on this matter in response to V. Catano’s June 17 letter, in which we show that we are willing to receive the University’s proposed revisions and give our word that should we receive them we will not insist negotiations begin in July; therefore, the list of Articles in the Agreement that we wish to renegotiate will be sent to the University President today or tomorrow, and Mr. Durnford will receive a copy of this list, personally delivered by hand to him by our Union President....⁶²

The requirement imposed informally by the university to stall the commencement of negotiations is unclear; indeed, it does appear that it was the union’s desire to have consecutive days of negotiating that created the impasse. The ability of the university’s team to be available for such a schedule required time to arrange. The formal exchange of

⁶¹SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. ‘79, Minutes: Executive Committee Meeting of the Board of Governors, 8 June 1976.

⁶²SMUFUOF, Minutes – 766-77, Minutes: Executive Committee Meeting of the Saint Mary’s University Faculty Union, 27 June 1976.

proposals took place on 29 June, with the first bargaining sessions verbally agreed to commence during the first week of August.⁶³

As each party had informed the other which articles were to be placed on the agenda, SMUFU decided to attempt to control the process. Despite only two years worth of negotiating experience, both sides had learned a great deal and were prepared to establish any advantage possible. For SMUFU there were certain issues surrounding the negotiating sessions that it could alter for its benefit. SMUFU took the first step by communicating to the university's negotiating team the initial schedule of articles for negotiation: salary package, then grievance and arbitration, and then sabbatical leaves.⁶⁴ The union was also unwilling to meet for negotiations in the BOG's "Board Room" because it was clearly less of a neutral site than any other room on campus. As an alternative, SMUFU proposed two other rooms on campus that could accommodate the two negotiating teams. If the BOG's negotiating team was insistent upon using its board room, the union would be accepting only if each session alternated with a room of its choice. The desire to negotiate the salary package first was a calculated manoeuvre. Two important factors played into this decision: the joint-submission to the AIB and the commitment from the university to Maritime parity in salaries. From a strategic perspective, the settlement of the salary package before September would greatly assist the union's position if an impasse was reached after the students returned to campus. Should

⁶³SMUFUOF, Notice of Renegotiation – Beginning of Negotiations June 1976, Eric B. Durnford to Victor Catano, 29 June 1976; and SMUFUOF, Notice of Renegotiation – Beginning of Negotiations June 1976, Victor M. Catano to Dr. Carrigan, 29 June 1976.

⁶⁴SMUFUOF, Letter to University Lawyer Re Union Proposal to be Submitted, Victor M. Catano to Eric Durnford, 16 July 1976.

they reach such an impasse over non-monetary issues, the union would be better able to depict the administration as autocratic and dictatorial.

On 3 August 1976 formal negotiations for a new collective agreement began with a formal exchange of proposals.⁶⁵ The initial bargaining sessions produced little in the way of agreement on salaries.⁶⁶ The university's team did not adequately address the issue of the salary package because it determined that the AIB might restrict or restructure any agreement between the two parties. Durnford noted following the 13 August session that the two sides "were unable to reach agreement on the monetary aspects;" consequently, he sought the union's approval to begin negotiations on the academic articles.⁶⁷

The union gave the BOG's negotiating team a salary proposal on 13 August that was based upon an average increment of six percent for all ranks.⁶⁸ The monetary package was to be a key component of negotiations from mid-August as each side grew impatient with the other's stance on this issue. The university desired to deal with the academic matters before settling the monetary package. SMUFU was highly suspicious of this move. Catano sent a clear, blunt message to Durnford on 18 August:

Since you were a party to last year's negotiations you undoubtedly know that attempting to dictate a money settlement would only lead to a break-off in negotiations. In view of your letter of August 16th, this behavior must be

⁶⁵SMUFUOF, Victor's Notes Negotiations – 76-77, Victor Catano, handwritten, Minutes: Negotiating Meeting, 3 August 1976.

⁶⁶SMUFUOF, Victor's Notes Negotiations – 76-77, Victor Catano, handwritten, Minutes: Negotiating Meeting, 4 August 1976; Minutes: Negotiating Meeting, 9 August 1976; and Minutes: Negotiating Meeting, 10 August 1976.

⁶⁷SMUFUOF, Letter From Durnford Re Negotiations – August 16, 76, Eric B. Durnford to Victor Catano, 16 August 1976.

⁶⁸SMUFUOF, Salary Scale – 13 August 76, Salary Scale, 13 August 1976.

viewed as calculated. It is precisely because of the importance of the Academic issues that they cannot become intertwined with money. The academic proposals you have put forward are symptomatic of the cause of dissatisfaction among the faculty. We will not allow the important issues be camouflaged by money.

The aggressive stance by SMUFU was highly risky. Catano's letter concluded with a precise message for the BOG's chief negotiator:

The Union is fully prepared to resume negotiations on monetary issues. We will not be dictated to. If you are willing to negotiate money please let me know, otherwise the Union will present your "final" offer – both monetary and academic – to the faculty for ratification or rejection by the first week of September.⁶⁹

An open yes or no on what was presently before the union's negotiating team was highly risky for several reasons, not least because of the possible loss of confidence in the team. Also, it was at least technically possible that the membership would reject the executive's recommendation and accept the university's opening position. One result of this stance by the union's negotiating team was that no more progress was made on the monetary package as the two sides sent messages back and forth by mail.

The monetary negotiations revealed to the union's team several aspects of the attitude of the university toward collective bargaining. Catano believed that Durnford was the root, but not the sole cause, of the problem. Catano was convinced that the administrators on the university's team were dictating the negotiating position without including the other members in the process. On 18 August he sent a letter to a non-administration representative on the BOG's negotiating team, Msgr. Colin Campbell, in

⁶⁹SMUFUOF, Letter to University Lawyer Re Union Proposal to be Submitted, Victor M. Catano to Eric Durnford, 18 August 1976.

which he attempted to explain the union's position on the monetary package and the current state of negotiations:

Since you were not present at that meeting I would like to explain the Union's version of what happened in the hope that through your influence both sides may return to the bargaining table and forestall a crisis situation that can only adversely affect Saint Mary's.⁷⁰

The evidence presented by Catano demonstrated the intransigent position of the university's team and the willingness of the SMUFU negotiators to settle the monetary package. Catano alleged that Durnford's behaviour during negotiations could be construed as "operating in bad faith"; however, he did not mention pursuing a charge of bad faith negotiating with the NSLRB. Catano referred to the difficulties of the past year's negotiations and attempted to present the union's position as a reasonable attempt to reach an adequate settlement.

Durnford was not prepared to accept the union's interpretation of events. He was, perhaps understandably, taken aback by the content of the union president's letter. In response, he wrote: "While I appreciate your strong position on the current situation, I want to state categorically that all of the allegations contained in your letter are in my view without foundation." In some respects, the possibility of a vigorous exchange between the university's chief negotiator and the SMUFU president would favour the union, although both would galvanize their respective memberships. On the matter of the "final" salary offer of 13 August, Durnford's letter was vaguely supportive of the union's interpretation:

⁷⁰SMUFUOF, Letter to University Lawyer Re Union Proposal to be Submitted, Victor M. Catano to Msgr. Colin Campbell, 18 August 1976.

To repeat somewhat, there appears at this time to be an impasse on the issue of money. My advising your committee on Friday, August 13 that this was the offer of the University I wanted the Union committee to accept or alternatively the only offer I was prepared to recommend to the Board, was in no way designed to be nor in fact was a [sic] dictating to the Union on that issue – it is simply a statement of the reality of the monetary position as I and my committee see it.⁷¹

He was also somewhat appalled by the union's threat to take the university's academic proposals to the membership for a ratification vote. In particular, he argued that to do so was to misrepresent the university's position on academic issues, which he suggested was, like those of the union, negotiable. Noting the position in which Durnford placed himself in relation to the BOG's negotiating team is important. His use of the possessive suggested to the union that the BOG had transformed the negotiations into Durnford versus SMUFU.

Correspondence between Durnford and Catano during the latter half of August took on a somewhat personal and confrontational tone. In his response to Durnford's letter of 20 August, Catano was "at a loss to understand your annoyance at the prospect of the Union submitting your academic proposals to our members for ratification." Catano alleged that the BOG's negotiators were somewhat hesitant to have their "proposals seen by the Employees." He accused Durnford and the negotiating team of "wasting" the union's time "by placing non-serious items" during negotiating sessions. He accused the university of presenting article and clause language that it did not actually want to see in the contract. He rhetorically asked Durnford an insightful question: "Why are you upset at

⁷¹SMUFUOF, Letter to University Lawyer Re Union Proposal to be Submitted, Eric B. Durnford to Victor Catano, 20 August 1976.

the thought of the Union's team accepting everything you've asked for?"⁷² It is plausible that it was not the thought of the package being accepted by the union membership that upset the BOG's negotiating team, but that by presenting the current package to the membership two related outcomes would result. The first was that the time spent up to that point on the proposals would have been for naught. The second was the possibility that the package contained serious positions that the university wanted to achieve. Upsetting this strategy meant that the university's subsequent proposal and strategy would have to be completely new. A new proposal would be far more difficult to construct while still achieving the original goals.

Durnford was most likely both amused and annoyed by this correspondence with the union. He would have been ecstatic if the membership accepted his opening position, but even he recognized this as fantasy. He argued that presenting the academic proposals to the membership for ratification would suggest that the two teams had reached an agreement. This differed from Catano, who would have recommended that the membership reject the agreement; after all, the union's executive was not bound to recommend a tentative agreement. Durnford responded to the 23 August letter from Catano the following day and included his understanding of the current state of negotiations. To clarify any grey areas he outlined three points that he believed were true from the perspective of the university:

- (i) The Union's Negotiating team does not accept the University's offer of August 13, 1976 on the monetary proposals;

⁷²SMUFUOF, Letter to University Lawyer Re Union Proposal to be Submitted, Victor M. Catano to Eric B. Durnford, 23 August 1976.

- (ii) The academic items have been settled between the two negotiating teams by acceptance by the Union's Negotiating team of the University's proposals when the proposals are sent to members of the bargaining unit;
- (iii) All of items (I) and (ii) you propose to present to the Faculty for ratification or rejection in due course.⁷³

In many respects, this was the BOG's manner of calling the union's bluff. The language employed, however, was not airtight, nor could it have been from a legal perspective. The first point, however, was doubtless true, as was the third point, although since it did not necessarily indicate a time line it was meaningless. A tentative agreement still required acceptance by the union's membership; if the majority rejected it the process would have to start over.

The two teams had reached an impasse on 13 August as a result of failing to settle the monetary issue. When the BOG executive met on 30 August it received an update from Durnford on the status of negotiations. The minutes on this presentation are extremely brief:

The Chairman requested the University's negotiator with the Faculty Union, Mr. Eric B. Durnford, to report on negotiations. Mr. Durnford gave a resumé of proceedings to date, and responded to various questions from the committee members. On behalf of the committee, the Chairman accepted Mr. Durnford's report and requested him to continue negotiations.

It is extremely ironic that the last item discussed was the most efficient manner to keep board members informed of university activities, such as negotiations, between meetings. The executive reached no conclusion on this item, but it did suggest that it would meet

⁷³SMUFUOF, Letter to University Lawyer Re Union Proposal to be Submitted, Eric B. Durnford to Victor Catano, 24 August 1976.

again in mid-September, with the full board convening in "early October, unless circumstances dictated otherwise."⁷⁴

To overcome the lack of communication between its negotiating team and the BOG, Durnford drew up an informational memorandum outlining the state of negotiations. This update was brief and focused on the union's position not to negotiate on academic issues. A new salary offer was made Durnford that appeared to demonstrate a willingness to move faculty salaries toward Maritime averages:

From Statistics Canada data, we believe last year's monetary settlement surpassed Maritime parity and from information of settlements known to us, we believe the above proposal will further improve your position relative to faculty at other Maritime universities.⁷⁵

This information contradicted the union's position that the SMU salary package was above the Maritime average. For the governors, however, this information strengthened a growing resolve to support their negotiating team. The information on the salary package suggested to governors that their proposals maintained the commitment to Maritime parity and that it should have satisfied the union's demands.

The BOG's academic package was presented to SMUFU at the start of negotiations on 3 August. Allegations that it contained severely repressive language was communicated to the general members. A closer examination of the package does reveal proposed amendments to curtail or eliminate a great deal of faculty power, granting more authority and managerial flexibility to the administration. Noting that not all of the proposed

⁷⁴SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 30 August 1976.

⁷⁵SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Eric B. Durnford to All Members of the Board Saint Mary's University, 13 September 1976.

amendments were found objectionable by the SMUFU negotiating team and executive committee is important. One of the proposed amendments was an overhaul of Article 6: No Strikes or Lock-Outs. The previous two collective agreements included standard clause language relating to the NSTUA.⁷⁶ The university's proposal expanded from four lines of text to twenty-three. This new clause recognized the NSTUA and then added restrictions to activities in which the faculty could engage:

[T]here shall be no lock-out by the University of faculty members, or any form of strike action, work stoppage, work slow-down, "work to rule", boycott, study session, or any other form of interruption with the normal performance by faculty members of their duties, responsibilities and obligations to the University.

From the SMUFU perspective, this section was specifically in retaliation to tactics employed in the past to pressure the BOG into settling. If, however, a faculty member contemplated or engaged in such activities, the university's proposal included disciplinary language as well:

The Union further agrees that it will take all necessary measures to avoid, discourage, repress and oppose picket lines, information lines, media communication, or any other similar manifestation by faculty members, collectively or individually, which may be or is calculated to cause any disruption of the normal work, services, or deliveries to, from or in any sector or area of the University. In the event that the Union and/or the faculty members are in breach of any of the foregoing provisions hereof, the University may take whatever measures or means are available in law, including general disciplinary measures, to ensure compliance with this Article; in the event that any faculty member is in breach of the provision of this Article, the Union agrees to take all reasonable means or measure to ensure compliance by such faculty member(s).

⁷⁶—It is agreed that there shall be no strike, work stoppage, or lock-out, as defined by the Nova Scotia Trade Union Act, unless all the requirements, conditions and limitations specified in the said Act are adhered to."

Under this proposed clause a variety of behaviour, activity, writing, or conversations that communicated possible disruptions to the University could be met with a host of potential consequences. The vagueness in the reference to the university taking action in law was a direct threat to the academic freedom of members of the faculty; the proposal concluded with the requirement that the "Union agrees to take all reasonable means or measures to ensure compliance by such faculty member(s), regardless of whether such faculty member(s) is or is not a member of the union."⁷⁷ While SMUFU may have been willing to concede that it could regulate some aspects of its members' activities, this proposal was entirely unacceptable, if not illegal.

The university's proposal contained a drastic rewriting of the clause on the recall of departmental chairs. The administration sought the power to recall a chair, just as a department itself could. While no amendment to the appointment of departmental chairs was included in the initial proposal, this amendment would have altered the conditions of employment for chairs, whose authority was derived from a majority vote by department members (the administration could not appoint an individual without departmental approval).⁷⁸ From the union's perspective, however, this was an attempt by the university to gain the authority to recall or even terminate a departmental chair. This was merely the first step in integrating the department chairs into the administration and out of the bargaining unit. While the university sought the power to recall department chairs, the lack

⁷⁷SMUFUOF, 1st Set of Proposals By Univ - 76-77, 1st Set of Proposals by University.

⁷⁸SMUFUOF, Memorandum of Tentative Agreement - October 27/75 - 75-76, Agreement Between Saint Mary's University and The Saint Mary's University Faculty Union.

of an amendment to the appointment procedures meant that a department could recommend and approve the same individual again.⁷⁹ The conflict had the potential to lead to some tense and acrimonious stand-offs between the two parties.

Despite the pressure put on the administration in relation to the Division of Continuing Education, the BOG's opening proposal contained several clauses that reaffirmed and strengthened the internal division of the university. One of the proposed amendments that worried SMUFU was that the university could only schedule classes between 8:30am and 4:30pm for SMUFU members, which left evening classes uncovered by the collective agreement. Non-credit courses and those that were not part of a degree programme likewise fell outside the agreement. These clauses were troublesome for SMUFU because the appointment of instructors for those courses did not include the academic department that listed it and therefore permitted the appointment of individuals who lacked appropriate expertise or academic training.⁸⁰ The BOG's proposal also included a new article that clarified the confusion surrounding the existence of the Division of Continuing Education in relation to the academic programme: "This Agreement does not apply to the Division of Continuing Education, its courses and programmes except where stated in the Agreement." Unless the actual name of the division was included in a clause, the collective agreement had no jurisdiction.

⁷⁹SMUFUOF, 1st Set of Proposals By Univ – 76-77, 1st Set of Proposals by University.

⁸⁰The amendments discussed here are found under Article 15: Working Conditions. SMUFUOF, 1st Set of Proposals By Univ – 76-77, 1st Set of Proposals by University. Also amended in the hours that classes could be taught by employees was the clause that allowed for classes to be taught outside the day-time hours if it was agreeable to the departmental chair; the amendment was that approval also had to come from the Academic Vice President. For the SMUFU and its members this represented a further attack on the authority and legitimacy of departmental chairs.

Durnford's experience as a labour-relations attorney and his familiarity with the industrial-relations model of collective bargaining may have led the BOG to adopt a new article on management rights. The purpose of such a clause was to clarify that the collective agreement covered only some aspects of the working conditions of faculty members. Its essence was to have the union concede that anything not specifically outlined in the agreement was by default a management right. One of the aspects of this proposed new article was the inclusion of disciplinary clauses that would fall outside the agreement:

.20 Without restricting the generality of the foregoing, the Employer, subject to this Agreement, retains its right to establish, maintain and enforce rules and regulations governing the operations of the University; and the Union and the employees agree to obey and enforce such rules and regulations as are required by the Employer to ensure the effective operation of the University.

.30 The Union acknowledges and agrees that to ensure that the employees fulfill their duties, responsibilities and obligations as faculty members of the University as specified by the Agreement, the Employer has the exclusive right, in addition to any specific provisions herein contained, generally to discipline faculty members for their failure to properly discharge and carry out such duties, responsibilities and obligations.⁸¹

These management-rights clauses were particularly worrisome when read in conjunction with the vague language on duties, responsibilities, and obligations. The administration's ability to discipline faculty members for failing to inform a community audience that their opinions were not necessarily representative of the university was a genuine concern.

Alterations to the grievance and arbitration clauses also represented a serious challenge to the rights negotiated in the first two collective agreements. The university's proposal contained amendments designed to reduce the range of grievances, increase the

⁸¹ *Ibid.*

responsibility on the grievor to settle the dispute before filing, and restrict the ability of the Arbitration Board to claim and exercise jurisdiction:

The decision of the Arbitration Board shall be final, binding and enforceable on both parties; provided, however, that the Arbitration Board shall not have the power to alter, add to, modify or amend this Agreement in any respect whatsoever nor shall the Arbitration Board substitute its judgement for that of the Employer where the Agreement calls for the exercise of judgement by the Employer.⁸²

In a direct sense this restriction eliminated the ability of a faculty member to grieve a decision by the Employer. Not all decisions, of course, were made at the BOG level, and in those instances the BOG sought an amendment to ensure that the Arbitration Board could not simply overrule or overturn a decision. If the Arbitration Board found that non-compliance with an article or clause had taken place, its only option would have been to have the decision reconsidered by the appropriate person or body.

The new article that caused the greatest concern to SMUFU was entitled "Entry of Excluded Administrators and Members of the Board of Governors." The theme of this clause was straightforward, yet its intent was decidedly unclear. The BOG did not intend this clause to apply to faculty members who then rose to the decanal level or above, or who were on the BOG as an elected faculty representative. For those individuals who had been regularly appointed to a faculty position, returning to that post was normal. This clause appeared to be directed at academic administrators hired directly by the BOG from another institution. As they were excluded from the bargaining unit, they were consequently excluded from the provisions of the collective agreement. The BOG

⁸² *Ibid.* Underlining in original by the BOG's negotiating team to highlight the amendment to this clause.

designed this “parachute clause” to allow administrators whom they hired directly to assume a faculty position upon the conclusion of their terms as academic administrators. Prior to these collective bargaining sessions SMUFU had been concerned with the academic qualifications of incoming administrators because they had no formal input on their acceptability as potential faculty members. Perhaps the warning that this clause was designed to circumvent normal faculty appointment procedures was found in the fact that it covered academic administrators appointed in the “past, present or future.” One of the vaguest aspects of the clause was the reference to “members of the Board of Governors.”⁸³ It was conceivable under this clause that a community member appointed to the BOG could ask for and receive a faculty appointment without any consideration to the appointment procedures. While that scenario might seem far-fetched, the uncertainty of this clause, when read in conjunction with other clauses, enabled SMUFU to read it this way.

As faculty began to return to campus in September, the union executive committee decided that a general meeting was needed to inform them of the current state of negotiations. The SMUFU executive presented to the membership six motions relating to the state of negotiations and directives for the union to take after the meeting. The first two motions recommended the rejection of the complete offer from the BOG and specified that a referendum be held on the academic and monetary package. The remaining resolutions called for a work-to-rule campaign, which was to include non-participation in registration of students, an activity that some professors had normally participated in on a voluntary

⁸³ *Ibid.*

basis. A study session was proposed, "a strike vote be held as soon as possible," and that all members of the SMU community be made aware of the situation.⁸⁴

Unlike the general meetings held during the summer months, the 13 September special general meeting attracted at least eighty-two members.⁸⁵ For this meeting there was only two agenda items: consideration and approval of the previous general meeting's minutes and the executive's motions. The members made both cosmetic and substantive changes to the six-part executive motion: the referendum became a ratification vote, which was scheduled for the following day. The work-to-rule campaign was to continue until meaningful negotiations recommenced. A strike vote was set for 20 September "after rejection of the Board's proposals" had taken place. The momentum created during this meeting was manifest in two important motions relating to negotiations. The first was to refer the university's proposals to SMUFU's attorney for advice on whether any of them were illegal under the NSTUA. The second motion, which was subsequently tabled, was that the meeting had no confidence in Carrigan.⁸⁶ The entire meeting took more than three and one-half hours to deal with the two items on the agenda. The members, however, left with a greater sense of solidarity with the negotiating team and the executive. Faculty members and "other interested parties" learned of the amended motions passed at the meeting and received an analysis of the meeting from the union's executive committee:

⁸⁴SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors – 76-7, Saint Mary's University Faculty Union: Executive Motion, 13 September 1976.

⁸⁵This is the highest vote total recorded on a motion debated and voted upon at this general meeting.

⁸⁶SMUFUOF, Minutes Special Meetings and General Meetings – 76-77, Minutes: General Meeting of the Saint Mary's University Faculty Union, 13 September 1976.

The Executive wish to point out that the passing of these resolutions by the Special Meeting reflects the firm resolution of the faculty to take meaningful action to meet the serious situation created at this University. This has been created by the adamant [sic] and dictatorial attitude, and desire for repression of the faculty, which has been demonstrated by the Administration and the Board of Governors negotiating team. These resolutions also show the unity which has resulted amongst the faculty by the highly repressive nature of the University's academic proposals to the Union's negotiating team, which show the ideal state of affairs that the Administration would like to have on the campus in their dealings with the faculty.⁸⁷

The union had drawn its line in the sand and challenged the BOG to a show of resolve.

Without negotiating the academic package presented by the BOG's team, the SMUFU executive recognized that the package would likely provoke an antagonistic reaction from the membership.

The chair of the BOG, A.E. Hayes, became increasingly frustrated with the state of negotiations and the public posturing by SMUFU. The ratification vote and the pending study session and strike vote represented petty tactics by SMUFU in the eyes and minds of the governors. Hayes wrote an open letter to the SMU community to make clear his interpretation of the state of negotiations and the seemingly impossible task of satisfying the union. He included in this open letter the average percentage and dollars-per-year that they had offered each rank, which SMUFU had rejected. This strategy was designed to demonstrate to the SMU community that the union was unreasonable; indeed, the subtle theme was that it was greedy. The salary issue was the main stumbling block, according to Hayes, because SMUFU "has taken the position that it will not come back to the

⁸⁷SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors – 76-7, The Executive of the Union to Saint Mary's University Faculty and other interested persons, 13 September 1976.

bargaining table nor will it negotiate non-salary items until the University agrees, in advance, to meet the salary demands of the Union." It is somewhat ironic that the BOG interpreted the situation in this manner, as it is the same interpretation that the union presented, albeit with the roles reversed. In this letter Hayes did not refer to the salary offer as open for negotiation. Although he was clear that the outstanding issues were open for negotiation, Durnford's communication to the union on the salary offer suggests that the openness of negotiable items excluded the salary package. In concluding his letter, Hayes encouraged "all interested parties to support the normal collective bargaining process" and suggested that with a return to the table the normal functioning of the university could resume.⁸⁸ His desire to see the university return to normal was in response to the union's recommendation that faculty members not volunteer to assist with registration.

As the academic year commenced, the return of students required the BOG chair to address the effects that SMUFU's actions could have upon the student body. Creating a sense of student resentment toward the faculty was crucial for the BOG. The argument put forward was that SMUFU was attempting to withhold faculty services from students. This would negatively affect students with the ultimate goal of convincing students that it was the BOG that forced SMUFU to engage in such tactics.

The Board very much regrets that the current situation has developed. Its particular concern is for the welfare and interests of the students, more especially since the costs of education are already high and continuing to

⁸⁸SMUA, Board of Governors Fonds (BOGF), 1999.26, Information From the Board of Governors 1976, A.E. Hayes, Information From the Board of Governors Saint Mary's University, 17 September 1976.

rise. In view of this, it is regrettable that the student body seems to be unreasonably caught in the middle of union bargaining.⁸⁹

It was made clear to the students that SMUFU was using them in the bargaining process. The implication was that SMUFU was asking the university for higher salaries, which the students would have to pay for through tuition increases. The BOG hoped that students would make this link between an unreasonable faculty union and their bank accounts.

Reaching the student body was much easier for SMUFU members than for the BOG. To reach the student body ethically and legally, however, required a precise understanding of what constituted an appropriate method to distribute information to students. SMUFU scheduled a study session day for 20 September. In preparing for this, the SMUFU executive distributed instructions and information to all its members, asking each to volunteer to announce prior to or after class that a study session was planned and to suggest that students attend. A list of analogies that each subject could use to introduce the subject of union-university negotiations was presented humourously. SMUFU reminded faculty members that the decision to engage their classes in the subject of union-university negotiations was their prerogative under the existing collective bargaining agreement, which protected the content of courses as the exclusive domain of the professor.⁹⁰ Utilizing this method of informing students about how to gain more information on the state of negotiations by attending a study session did not equate to a

⁸⁹ *Ibid.*

⁹⁰ SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors 76-7, SMUFU Executive, Information on the Study Session Scheduled for September 20, no date. While there is no date on this circular, it is safe to suggest that it was distributed no later than Friday, 17 September in order for faculty members to receive it, digest it, and ensure they had not announced class cancellations.

faculty member failing to perform his or her contractual duties; indeed, SMUFU reminded faculty members that they were to hold classes as regularly scheduled. This method, however, had the distinct advantage of reaching a far greater percentage of the student body than the BOG's open letter.

Non-participation by faculty members in registration as a tactic to force the BOG back to the negotiating table was successful. Registration was a monumental task and was dependent upon voluntary faculty participation. Over the weekend of 17-19 September, the two negotiating teams met at the table. At the BOG's executive committee meeting of 21 September, Monsignor Campbell and Owen reported "that tentative agreement had been reached with the Faculty Union's negotiators on financial matters, grievance and arbitration procedures, and sabbatical leave."⁹¹ Due to this substantial progress, SMUFU called off the study session and the strike vote as a gesture of good will.⁹² There was only one outstanding issue following this weekend of negotiations: the new clause relating to the reentry of academic administrators into academic departments following the conclusion of their terms. In response to the negotiation session that failed to reach a conclusion to the collective bargaining impasse on the evening of 20 September, the SMUFU executive recommended that a special general meeting be held on 27 September to discuss the new stalemate.⁹³ The failure of the two teams to reach a tentative agreement

⁹¹SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee Meeting of the BOG, 21 September 1976.

⁹²Matt Adamson, "Editorial," *The Journal*, 5 October 1976.

⁹³SMUFUOF, Minutes - 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 21 September 1976. The 27th was the soonest that a general meeting could be held due to the constitutional requirement of one week's advance notice.

during that session disturbed SMUFU's negotiating team because it believed it had "effected a settlement;" however, Durnford informed the SMUFU team that the BOG's language on reentry was non-negotiable.⁹⁴

This new development required clarification for the membership. The union's position on this particular clause was important because the administration was unwilling to provide assurances that the use of this clause would not affect faculty allotments. The amendments sought by the union were presented to the membership as being eminently reasonable: the most junior faculty member in a department could lose his/her position if an academic administrator were to enter the department. According to the circular from the union's executive, Durnford informed SMUFU negotiators that to achieve this clause the university was willing to "lock-out" the faculty.⁹⁵ Secondary to the assurance that complements would not be negatively affected by this clause was the necessity of ensuring that those individuals hired from outside the university met the scholarly and academic qualifications and standards of the department they would join. At the 27 September special general meeting, SMUFU informed members of the minimal progress in negotiations since 20 September and the principles that the union's negotiating team was incorporating into its position on re-entry. The general members unanimously endorsed the negotiating team's position that the version of the clause presented by the BOG's

⁹⁴SMUA, AMF, BOGS, 1999.23C, 3.12, Board of Governors, 76-7, SMUFU Executive to the Faculty, 22 September 1976.

⁹⁵SMUFU Executive to the Faculty, 22 September 1976.

negotiating team was unacceptable unless modified to allow academic quality-control and to assuage faculty complement concerns.

After failing to settle on the issue of re-entry of academic administrators, SMUFU recommended that the issue be taken to binding arbitration. The union had advanced two compromise positions, but the BOG was unwilling to move from its original position and rejected completely the prospect of binding arbitration. In a letter to the membership, the SMUFU executive committee summarized its efforts:

The Union proposed that the issue be submitted to binding arbitration to prevent further disruption of the University community. This proposal was rejected by the Board's Team. We then proposed that the Board's Team should take the settlement, as it stands without the entry clause, to the *full* Board for ratification, on the grounds that this is the best that can be achieved in the circumstances. They refused to accept this solution. Finally, we proposed that they take our compromise proposal on the entry question to the *full* Board for ratification. This, also, was rejected.⁹⁶

SMUFU sought conciliation to end the impasse, although the BOG's position had been consistent and unwavering to this point on this clause.

The BOG's position on the appointment of academic administrators and their entry into an academic unit was premised on the belief that SMUFU would use a departmental-approval process to scuttle such appointments. The BOG maintained that hiring academic administrators fell within the purview of hiring managers; therefore, the union had no formal place in the process. A.E. Hayes received letters from Professor Mulrooney and Monahan on this issue.⁹⁷ The former suggested that having academic administrators as

⁹⁶SMUA, AMF, BOGS, 1999.23C, 3.12, Board of Governors, 76-7, SMUFU Executive to the Faculty, 1 October 1976.

⁹⁷Both Mulrooney and Monahan were faculty-elected members of the BOG.

members of an academic unit at the time of appointment was reasonable, as had been the practice at SMU, if it did not affect the complement.⁹⁸ The latter agreed with the substantive points raised by Mulrooney; he was "convinced that the apparently single remaining obstacle to a 'return to normal' can and should be quickly removed."⁹⁹ The negative effects of this stalemate for the SMU community were substantial; indeed, for Monahan the singular cause of the impasse far outweighed the implications of not settling the dispute. Hayes had "some difficulty with the Union position," but was willing to have the contents of Mulrooney's and Monahan's letters discussed at the 7 October meeting of the BOG.¹⁰⁰

Negotiations had again stalled. SMUFU had made the request for a conciliation officer to the NSLRB.¹⁰¹ Part of the problem that the union had with the proposed re-entry clause was the maintenance of academic qualifications. In this regard, several Senators signed a petition for a special meeting of Senate to debate a motion from Pendse that reaffirmed the necessity of academic qualifications of individuals engaged in the academic offerings of the university. In a meeting that lasted just over one hour, Senate passed an

⁹⁸SMUA, AMF, BOGS, 1999.23C, 3.12, Board of Governors, 76-7, Dermot Mulrooney to Mr. Austin E. Hayes, 30 September 1976.

⁹⁹SMUA, AMF, BOGS, 1999.23C, 3.12, Board of Governors, 76-7, Arthur Monahan to Mr. Austin E. Hayes, 1 October 1976.

¹⁰⁰SMUA, AMF, BOGS, 1999.23C, 3.12, Board of Governors, 76-7, A.E. Hayes to Dermot Mulrooney, 4 October 1976. A copy of the letter was sent to Monahan and it is that copy that is found in the SMUA.

¹⁰¹Matt Adamson, "Faculty-Administration Negotiations: Bargaining Grinds to a Halt," *The Journal*, 5 October 1976.

amended motion with twenty-four in favour and one abstention.¹⁰² The motion was only able to convey the authority of Senate in relation to the academic offerings of the university. This motion was next presented to the BOG's meeting of 7 October, where agreement was reached that the resolution also be presented to the BOG's negotiating team. A.E. Hayes "expressed the hope that a settlement would soon be reached" on this issue and that the collective agreement could be finalized.¹⁰³

The SMUFU executive enthusiastically supported the conciliation process because it believed that the university's position was contrary to the NSTUA and that the membership deserved an end to the negotiation process "one way or the other."¹⁰⁴ The basis for this position was straightforward: if the conciliation officer accepted the university's position that any aspects of academic administrators' appointments were completely and solely the BOG's domain, or if the officer accepted the union's position on academic unit appointments, this could end the dispute. The requirement that the union put forward on the entry of academic administrators into an academic unit took on another wrinkle with the formation of a University Manpower Committee, which was to deliberate on faculty allotments in the upcoming year based upon budgetary information provided by the President to whom they would make recommendations. The Academic Vice President

¹⁰²SMUA, Senate, Minutes, Vol. 11 (24 September 1976-13 January 1978), Minutes of the 184th Meeting, 7 October 1976. The original motion called for the two negotiating teams to submit the proposal to binding arbitration.

¹⁰³SMUA, AMF, BOGS, 1999.23C, 3.11, B. Of G, Minutes May 13, 75 – Oct. 79, Minutes: Meeting of the Board of Governors, 7 October 1976.

¹⁰⁴SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 8 October 1976.

chaired this committee with eight additional members from the various faculties.¹⁰⁵ A committee designed to make recommendations based upon departmental requests for new appointments had to include the possibility of integrating the entry or re-entry of academic administrators into their deliberations.

The essential element of the problem put forward to the conciliation officer was the protection of academic qualifications upon appointment at SMU and whether the appointment to an academic unit fell under the collective agreement. The BOG's negotiating team claimed that its position covered the concern about academic qualifications because the bylaw on decanal appointments included a clause that already required the individual appointee to have established himself/herself "as a successful teacher" in his/her field, which included appropriate research and publication contributions.¹⁰⁶ The SMUFU proposal required that any administrator's appointment required the consent of the department and the University Appointments Committee.¹⁰⁷ The issue of how the entry or re-entry of an academic administrator would affect the complement appeared resolved to the extent that SMUFU's negotiating team did not list it as a major concern.

Conciliation did not produce an agreement. According to handwritten notes from the conciliation talks, the BOG's negotiating team claimed that SMUFU was attempting to

¹⁰⁵SMUFUOF, Memo From Owen Carrigan Re: Manpower Committee - Oct 12/76 - 76-77, D. Owen Carrigan to All Members of Faculty, 12 October 1976.

¹⁰⁶SMUFUOF, Why There Is No Agreement With the Faculty Union - 76-77, Statement from the University Board's Negotiating Team, 14 October 1976.

¹⁰⁷SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors 76-7, SMUFU Negotiating Team to the Board's Negotiating Team, 12 October 1976.

get academic administrators into the bargaining unit and that the BOG's negotiating team did not understand the union's compromise position on this clause.¹⁰⁸ The conciliator did not resolve the fundamental problem of the process by which academic administrators would enter an academic unit. Both teams claimed that the other was distorting the other's position on this last outstanding clause.¹⁰⁹

The SMUFU executive called an emergency general meeting for 15 October to discuss the "breakdown in negotiations and end of conciliation." Members would also discuss the "implications of breakdown for lockout and strike action, including a preventative strike action."¹¹⁰ At the emergency meeting the members authorized a strike vote for 19 and 20 October.¹¹¹ Students were again directly in line to be affected. SMUFU had called off the first strike vote, but with conciliation talks failing to produce a settlement, the Students Representative Council needed to take some action. Accordingly, they scheduled an open forum for 2pm on 20 October. "Union president Victor Catano, will represent the faculty while Eric Durnford will represent the university. The debate will be chaired by SRC president, Kevin Whelley."¹¹² SMUFU appealed to the student body in

¹⁰⁸ SMUFUOF, Victor's Notes Negotiations - 76-77, Minutes: Conciliation Talks, 12 October 1976.

¹⁰⁹ SMUFUOF, Why There Is No Agreement With the Faculty Union - 76-77, Eric Durnford, Why Is There No Agreement With the Faculty Union? Statement from the University's Negotiating Team, 18 October 1976.

¹¹⁰ SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors, 1976-7, Notice: Emergency Union Meeting, 15 October 1976.

¹¹¹ SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors, 1976-7, Michael Wiles to Faculty Members, "Strike Vote," no date.

¹¹² "Profs Vote on Strike Today," *The Journal*, 19 October 1976.

a full-page ad in *The Journal*, declaring “that certain individuals on the Board of Governors wish to precipitate a strike in the hope of smashing the Union. Why else have they rejected binding arbitration? Why else have they refused to negotiate meaningfully on this issue?”¹¹³ For SMUFU, however, the allegation that the BOG was not engaged in meaningful negotiations was not mere posturing. SMUFU notified the Minister of Labour, Walter Fitzgerald, on 14 October of its official complaint against the university for failing to make “every reasonable effort to conclude and sign a collective agreement” required of them under the NSTUA.¹¹⁴

The proposed forum was an important event for both negotiating teams. The students represented an important part of the larger SMU community that both recognized as having the potential to sway larger public opinion. Dr. Stiegman (Religious Studies) wrote an impassioned letter to Catano regarding his participation in the forum:

I like the clarity of your presentation of the case. But, Vic, for Christ’s sake, show more compassion for the students in their plight! I thought your handling of that detail was unfortunate at our last Union meeting. If you have not yet clearly conceptualized how our cause is ultimately the students’ cause, then you have a potentially tragic chink in your debating armor.¹¹⁵

While the forum did not necessarily affect negotiations, such events were more crucial for SMUFU than for the BOG because faculty members interacted with the students on a daily

¹¹³“A Message to the University Community from the Executive of Saint Mary’s University Faculty Union,” *The Journal*, 19 October 1976.

¹¹⁴SMUFUOF, Letter to Minister of Labour – Complaint Pursuant to Section 34 – October 76, Gerald J. McConnell to The Honourable Walter Fitzgerald, 14 October 1976.

¹¹⁵SMUFUOF, Correspondence – 76-77, Emero Stiegman to Victor Catano, 18 October 1976. Underlining in original.

basis. For Durnford to participate was an unusual tactic for the BOG, which tended to restrict its public posturing to a minimum, preferring open letters and press releases.

Following the two days of strike votes, the results generally favoured a strike. The outcome was ninety-six in favour and thirty-nine against.¹¹⁶ No single explanation existed for why faculty members voted in favour or against a strike. The possibility of a strike appeared more real than in the past because of the hardline position of the BOG's negotiating team on the re-entry of academic administrators. It is plausible that some faculty members equated voting in favour as indicating that the union should go on strike before attempting new negotiations with the BOG. As well, those same faculty members may have believed that with only one outstanding issue remaining, there should be no need for a strike to resolve the impasse. There may have also been faculty members who did not necessarily disagree with the BOG's position on this issue.

With the strike vote concluded and SMUFU in a stronger position because of the results, negotiations were set to resume on the evening of 21 October. The negotiating session began at 8:15pm on the sole outstanding issue of the re-entry of academic administrators into an academic unit. This session proved an outstanding success, as the two negotiating teams remained at the table well into the night, finally concluding the collective agreement at 7:30am.¹¹⁷ The following afternoon Durnford reported to the BOG

¹¹⁶"Faculty Strike Averted," *The Journal*, 2 November 1976.

¹¹⁷SMUA, AMF, FAS, 1999.23D; 4.11, SMUFU – 1976-7, Minutes: Annual General Meeting of the Saint Mary's University Faculty Union, 22 October 1976.

executive that "a tentative agreement was in sight."¹¹⁸ At the general meeting of SMUFU on 22 October, Catano "announced that a settlement on all issues had been reached by the Negotiating Team."¹¹⁹ He informed those in attendance that it would take approximately ten days before a draft agreement could be put together for circulation before a ratification vote.

The BOG's management of the university had been one area over which SMUFU had great concerns. This criticism of the BOG was not necessarily out of line with the faculty or students during this period, but the response from the union was somewhat different. It recognized that the BOG did not meet frequently and that most of its decisions were based on motions put forward by its executive. The faculty members on the BOG, therefore, felt that their ability to influence the BOG was greatly diminished because the other members accepted at face value the recommendations of the chair or Carrigan. The alternative for SMUFU was to elect to the BOG individuals from outside the faculty to represent it in the management of the university. In the 1970 SMU Act, the stipulation that six members of the BOG were to be elected *by* the faculty was vastly (and legally) different from the requirement that the six representatives be elected *from* the faculty. Perhaps if the individuals elected by the faculty were people the other governors knew from outside of the university they could have a greater positive influence for the faculty. The SMUFU executive endorsed this position. Catano successfully piqued the interest of

¹¹⁸SMUA, AMF, BOGS, 1999.23C, 3.12, Minutes: Executive Committee Meeting of the Board of Governors, 22 October 1976.

¹¹⁹*Ibid.*

Judge Nathan Green to be one of the six representatives, although he would "act according to his own principles while a Board member and not feel beholden to the faculty" in his voting or expression of views.¹²⁰

In the wake of the tentative settlement, the students' union president, Kevin Whelly, weighed in with a reflection on the negotiations and the disputes. He found the "annual October Collective Bargaining Festival" to be one that "will exist again and again and again." He laid the blame for the current year's impasse on the personalities of the two lead negotiators, Catano and Durnford. These two represented their negotiating teams at the forum on 20 October to present the issues to the students. It was at this meeting that Whelly came to the conclusion that the dispute was more the result of "a large scale dislike and disrespect" that each had toward the other. He lamented that the radical students of the 1960s were now long gone, replaced by students who just wanted on-campus labour peace so that strikes or lock-outs did not threaten their educations and tuition dollars. While he clearly sympathized with the majority of students who merely wanted to have an undisturbed education, he called on "the powers that be at St. Mary's to conduct a study into the management-relationship and determine why the two bodies cannot settle their dispute without involving" the student body. He concluded with an exaggerated warning: "Otherwise this disgusting situation will occur and reoccur until ultimately St. Mary's

¹²⁰SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 29 October 1976. Judge Green, however, would inform the SMUFU that due to his election to the Dalhousie University Board of Governors that he would be unable to accept the nomination for election because he felt he could not devote the required and needed amount of time to the BOG at SMU. SMUFUOF, Board of Governors Appointments – November 1977, Judge Nathan Green to Mr. Victor M. Catano, 24 December 1976.

could collapse."¹²¹ For students, the threat of losing a semester was a strong motivation to encourage a peaceful relationship between SMUFU and the BOG. Here, however, he neither favoured one side nor condemned one more than the other for the current situation.

The editor of *The Journal* did not agree with Mr. Whelley about which side was more at fault. He, too, lamented the approach of both teams:

Why does this keep happening? Is it because the faculty union is full of left wing radicals out to tumble the most available part of the establishment. Or is it because the people who run this university, the Board of Governors, still practice management techniques reminiscent of the 19th century. Either case is fairly extreme but this year really made one wonder.

Ultimately, however, the editor placed more of the blame upon the BOG for prolonging the dispute over the re-entry of academic administrators to the point that the union held a strike vote. His version of the story was straightforward. "The Board of Governors repeatedly and pointedly refused binding arbitration claiming the issue concerned only management and it would set a dangerous precedent for future contracts. The Board then gave away the whole thing at the bargaining table." In the editorial he portrayed the movement of the SMUFU to elect businessmen to the BOG as a reasonable attempt to reform the system so that the university could operate properly.¹²²

Co-operation between the union and the university did exist, and occasionally the exchanges and compromises represented a genuine concern for equitable treatment of faculty members. This was partially due to the newness of the collective agreements, as individual departments and faculties began adjusting their traditional deadlines to conform

¹²¹ Kevin Whelley, "Dispute Reflect," *The Journal*, 2 November 1976.

¹²² Matt Adamson, "Editorial: Who's To Blame?" *The Journal*, 2 November 1976.

with the collective agreement. One of the lingering problems that did not appear to have been resolved was the allocation of teaching responsibilities of SMUFU members within the Division of Continuing Education. Despite an arbitration ruling that departmental approval was required before a union member could be assigned, the director, Mr. Battye, continued this practice. The root cause of the problem had been that members of the academic administration believed that the collective agreement only governed degree programmes and, therefore, excluded the Division of Continuing Education. In August 1976 SMUFU discovered that at least three union members had been assigned to courses without departmental approval. The union was concerned that there were other instances of allocation without departmental approval.¹²³ In the case of two physics courses assigned to Father Lonc, the chair of the department, Professor U.S. Merdsoy, wrote to the Dean of Science to have Father Lonc removed from the assignment since the department had not been contacted.¹²⁴ The Dean of Science, however, did not believe that the agreement had been contravened, even if the arbitration won by the union was originally lodged by a member of the Biology Department.¹²⁵ It is unclear from the brief memo from Dean Bridgeo to Merdsoy on what his understanding of the situation was based.

The improvement in the relationship between the union and the university was largely the result of actions by the Academic Vice President, Dr. John B. Owen. The Office of the Academic Vice President was responsible for a tremendous number of the

¹²³SMUFUOF, Non-Credit Courses – 77-78, Michael Wiles to Mr. J. Battye, 23 August 1976.

¹²⁴SMUFUOF, Non-Credit Courses – 77-78, U.S. Merdsoy to Dr. W.A. Bridgeo, 24 August 1976.

¹²⁵SMUFUOF, Non-Credit Courses – 77-78, Dr. W.A. Bridgeo to Professor U. Merdsoy, 26 August 1976.

university's operations. All academic offerings were the direct responsibility of Owen, which included the Division of Continuing Education. Owen responded to the situation because Battye had left him a copy of the letter from Wiles due to his absence from campus and the need for a speedy response. Contradicting the position adopted by Dean Bridgeo, Owen acknowledged that the university had contravened the current collective agreement with these appointments.

I am therefore asking Mr. Battye to regard *any* teaching allocation which he has arranged for 1976-77, and in which a member of the bargaining unit is involved, as null and void unless and/or until the knowledge and consent of the relevant Department has been obtained.¹²⁶

The explanation provided by Battye for why he had not followed the collective agreement was communicated to SMUFU on 30 August. Carrigan believed that such appointments did not contravene the collective agreement, a position he had maintained since the first agreement came into effect.¹²⁷ Battye explained that he felt he was "in the position of someone who has played the game, only to find that after the final whistle has been blown the rules of the game were changed and the score declared invalid." He did, however, agree to contact the departments of all seven bargaining unit members who had been assigned to courses and that he would conform to Owen's instructions in the future.¹²⁸ Wiles had difficulty with this explanation because Battye had been present at the meetings

¹²⁶SMUFUOF, Non-Credit Courses – 77-78, J.B. Owen to Dr. Michael Wiles, 26 August 1976. Underlining in original.

¹²⁷SMUFUOF, Non-Credit Courses – 77-78, Michael Wiles to Mr. John H. Battye, 2 September 1976.

¹²⁸SMUFUOF, Non-Credit Courses – 77-78, John H. Battye to Dr. Michael Wiles, 30 August 1976.

and hearings since the arbitration case's origins in the September 1975; indeed, faculty members had protested over this issue during the 1974-75 academic year.¹²⁹ The assistance of Owen was crucial in resolving this issue amicably, and it was a potential indicator that there was some room for a more harmonious relationship, especially after Owen was appointed that summer to the full-time decanal position.

During the autumn of 1976 the university discovered a discrepancy in the contractual provision for newly hired faculty members who had not received their doctorate but who were in the process of doing so.¹³⁰ In particular, the deadline for notifying the university of degree completion and, therefore, automatic promotion to the rank of Assistant Professor, was a full month later in the Faculty of Commerce than in the other faculties.¹³¹ Owen responded to the letter in favour of the union's position on establishing a common date for all new faculty members nearing completion of their doctoral degrees.¹³² This decision was a welcome adjustment to the disparate situation.¹³³

¹²⁹Wiles to Battye, 2 September 1976.

¹³⁰SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 5 November 1976.

¹³¹SMUFUOF, Correspondence – 76-77, Victor M. Catano to Dr. John B. Owen, 5 November 1976.

¹³²SMUFUOF, Correspondence – 76-77, J.B. Owen to Dr. V. Catano, 12 November 1976.

¹³³SMUFUOF, Correspondence – 76-77, Victor M. Catano to Dr. John B. Owen, 17 November 1976; J.B. Owen to Dr. V. Catano, 18 November 1976; Victor M. Catano to Dr. J.B. Owen, 23 November 1976; J.B. Owen to Dr. Victor M. Catano, 24 November 1976; Michael Wiles to Saint Mary's University Lecturers, 26 November 1976; Victor M. Catano to Dr. J.B. Owen, 29 November 1976; and SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 3 December 1976.

For SMUFU these two recommendations by the Academic Vice President suggested that the future relationship might be better with the academic administration.

The relationship between the faculty and the administration outside of the SMUFU-BOG relationship was at times more amicable. The ratification of the collective agreement by both parties took an unusual turn following the announcement that a tentative agreement had been reached. On 9 November, the BOG's executive committee recommended "and carried *nem. con.*" a motion to have the tentative agreement ratified by the BOG at its next meeting.¹³⁴ For SMUFU, however, a lingering issue was slowly being resolved, which the union wanted either decided before the agreement was put forward to the members or, at the very least, that the university commit in writing to supporting them in their appeal of the AIB's ruling on the salary settlement for that year's (and the previous year's) contracts, which included a recuperation mechanism.¹³⁵ The rollback set up by the AIB required a system to be carried out with the university. The SMUFU executive explained the situation to faculty members at the 12 November general meeting. The AIB had determined that the salary settlements reached between the BOG and SMUFU exceeded its guidelines and ordered that \$117,458 be recovered "from the Faculty compensation group which existed on August 31, 1975."¹³⁶ Catano and Charmard had

¹³⁴SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 9 November 1976. Underlining in original.

¹³⁵If an appeal was accepted by the review panel that included in the settlement a monetary award, it was necessary for the party required to pay to present a method and schedule of payment. The recuperation mechanism encompassed this process.

¹³⁶SMUA, AMF, FAS, 1999.23D, 4.11, SMUFU - 1976-7, Minutes: General Meeting of the Saint Mary's University Faculty Union, 12 November 1976.

devised a plan that would achieve this recovery. This had been done because they believed that the university and the union had submitted to a review by the AIB jointly.¹³⁷ For the new tentative agreement, the average increment for ranks was to be no more than \$2,400 based upon the 1974-75 agreement salary scale. The solution for the current year proposed by the university was an across-the-board reduction of four percent and five percent for full professors.¹³⁸

An emergency meeting of the SMUFU executive deliberated on the question of determining a new date for a ratification vote due to the rollback in salaries imposed by the Comptroller's Office that had ignored the Catano-Chamard formula and been done without consultation with the union. It abandoned the initial vote date of 17 November and did not set a new date, which they would discuss at a general meeting of the members on 19 November. Moreover, they thought it prudent to delay the vote until after the BOG met on 30 November.¹³⁹ It was an important, risky, yet farsighted decision by the executive to recommend a later date for a ratification vote due to uncertainty over the meaning of the AIB ruling. The emergency general meeting discussed the chronology of the AIB's relationship with SMU and how to satisfy the ruling. The membership learned that it was Owen who convinced the BOG's chair, A.E. Hayes, to reject the union's proposal for the recovery of salaries, which was particularly troublesome. It was, however, at least

¹³⁷SMUFUOF, AIB – Review of SMUFU Salaries – 1975-76, 1976-77, 1977-78, V.M. Catano to Dr. D.O. Carrigan, 4 November 1976; and D. Owen Carrigan to Dr. V. Catano, 5 November 1976.

¹³⁸Minutes: General Meeting of SMUFU, 12 November 1976.

¹³⁹SMUFUOF, Minutes – 76-77, Minutes: Emergency Executive Committee Meeting of the Saint Mary's University Faculty Union, 16 November 1976.

understandable that the November paychecks not include the tentative agreement's salary scale until both sides ratified it. Until the agreement was ratified and the AIB ruling applied, Catano warned the membership that no position was solid or definite. The BOG could reject the SMUFU proposal when it was informed that Owen had also put forward a proposal of a 4.03% across-the-board reduction in salaries.¹⁴⁰

Following the 19 November meeting of SMUFU, the executive clearly needed to convince the BOG and remind Carrigan that the SMUFU-approved scheme be adopted. In a letter to Hayes, Catano presented the nature of the agreement with Carrigan on supporting a "legal and workable" proposal from the union and the motion passed at the 19 November SMUFU meeting urging the BOG to adopt the Catano-Charmard plan.¹⁴¹ Catano also reminded the President of the union's understanding of the current situation regarding the AIB and the agreement reached between the union and Carrigan "in a meeting on October 29, 1976."¹⁴² Also, Catano wrote to Carrigan in a separate letter notifying him that SMUFU needed an AIB review of the decision regarding the 1975-76 collective agreement. SMUFU was in a weaker position on the application of the AIB ruling because it was the responsibility of the employer to ensure compliance. To have a review conducted SMUFU suggested that the university and union co-operate in an

¹⁴⁰SMUA, AMF, FAS, 1999.23D, 4.11, SMUFU - 1976-7, Minutes: Emergency Meeting of the Saint Mary's University Faculty Union, 19 November 1976.

¹⁴¹SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors, 1976-7, Victor M. Catano to Mr. Austen E. Hayes, 23 November 1976; and SMUFUOF, AIB - Review of SMUFU Salaries - 1975-76, 1976-77, 1977-78, D. Owen Carrigan to Dr. V. Catano, 24 November 1976.

¹⁴²Catano to Carrigan, 23 November 1976.

application for review.¹⁴³ The university had committed to helping with the preparation of the application and appointed Mr. Gary Smith, the University Comptroller, to assist.¹⁴⁴

At its 30 November meeting, the BOG, after a length discussion, adopted the Catano-Chamard plan to recover salaries paid out for the 1975-76 contract year. The full BOG adopted the plan after its Finance Committee recommended passage; indeed, Hayes noted for the record that SMUFU had approved this plan unanimously. The full BOG during this meeting also ratified the 1976-77 collective agreement; however, it included the caveat that its ratification "was subject to any holdbacks [sic] in salaries that might be necessary to comply with the regulations of the Anti-Inflation Board."¹⁴⁵ Durnford, in person and in a five-page confidential written summary, had explained the collective agreement to the BOG. In concluding his summary of the main substantive changes to the collective agreement, he Durnford suggested that all was not well at SMU in terms of labour relations:

The Board's negotiating team strongly recommends the immediate establishment of a new committee of the Board or assignment to a present committee, or another appropriate body, to conduct an early in-depth study of the "labour relations" with the University faculty, with a view, among other things, to discovering and solving the present apparent general animosity and confrontation situation surrounding those relations. Without limiting the scope of such study, the Board's negotiating team believes it is possible and extremely necessary for the welfare of the University as a whole that during the Academic Year, the Administration and the Faculty

¹⁴³ *Ibid.*

¹⁴⁴ SMUFUOF, AIB - Review of SMUFU Salaries - 1975-76, 1976-77, 1977-78, D. Owen Carrigan to V. Catano, 24 November 1976.

¹⁴⁵ SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Meeting of the Board of Governors, 30 November 1976.

Union co-operate in settling issues which should not have to become the subject matter of collective bargaining.¹⁴⁶

The BOG's acceptance of Durnford's report was discussed later in the meeting with the tentative understanding that the Employer-Union Committee could be used to facilitate discussions to avoid problems in the future. To make the committee more representative of the relationship between the employer and the union, it granted the executive committee permission to nominate one BOG member to serve on the committee. This meeting covered a great deal of ground; indeed, beyond ratification of the collective agreement and the adoption of the AIB rollback plan, the BOG established a committee to study the university's aims and objectives before concluding the final meeting.¹⁴⁷

SMUFU held its ratification vote on 3 December.¹⁴⁸ The union had already recommended acceptance of the agreement pending the resolution of the AIB recovery scheme. Ratification was successful, and almost immediately the new terms and conditions contained were employed by SMUFU in a grievance filed by a faculty member for the "alleged appropriation of about \$7,000 from his 1975-76 salary."¹⁴⁹ Other items that SMUFU wanted settled included the proper placement of members on the salary scale, and the resolution of the use of student evaluations, which had been scuttled because Senate

¹⁴⁶SMUA, AMF, BOGS, 1999.23C, 3.16, Board of Governors, 1976-7, Eric B. Durnford, Report to Members of the Board of Governors Saint Mary's University, 30 November 1976.

¹⁴⁷"Minutes: Meeting of the Board of Governors," 30 November 1976.

¹⁴⁸SMUA, AMF, FAS, 1999.23D, 4.11, SMUFU - 1976-7, Michael Wiles to the Faculty, Ratification Vote, no date.

¹⁴⁹SMUFUOF, Minutes - 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 3 December 1976.

had failed to follow proper procedures in constructing and administering them.¹⁵⁰ This was a particular problem for many individuals considering application for tenure or promotion, since such evaluations could add to their applications.¹⁵¹

Conclusion

Once again, the end of collective bargaining at SMU produced an eerie calm on the campus. The agreement satisfied neither side, although each proclaimed that it was essentially pleased. Both may have derived their pleasure primarily from the fact that the talks had finally concluded. It may be plausible to suggest that the BOG's negotiating team had moved further from its original position on several issues; however, the team was eventually successful in including in the agreement a clause ensuring that administrators would have an academic unit to enter when their terms ended. Despite reassurances that neither side enjoyed acrimonious negotiations, the future of faculty-administration relations at SMU appeared no more optimistic than before collective bargaining had begun in the summer of 1976.

¹⁵⁰See SMUFUOF, Student Evaluations - 76-77, J.B. Owen to Dr. V. Catano 19 November 1976; Victor M. Catano to Dr. J.B. Owen, 29 November 1976; J.B. Owen to Dr. V. Catano, 30 November 1976; and SMUA, Senate, Minutes, Vol. 11 (24 September 1976-13 January 1978), Minutes of the 184th Meeting, 30 November 1976, Victor M. Catano and J.B. Owen to Mr. K.J. Cleary (Secretary of Senate), 30 November 1976. Due to the non-implementation of the course evaluations, the absence of evaluations was also experienced at the conclusion of the Winter Semester. See SMUFUOF, Student Evaluations - 76-77, Jeanie MacEachern (Secretary of The Biology Society) to Dr. V. Catano, 20 April 1977; C.C. Bigelow (Dean of Science) to Ms. Jeanie MacEachern, 21 April 1977; Victor M. Catano to Ms. Jeanne [sic] MacEachern, 26 April 1977; and B.M. Kapoor (Chair of the Department of Biology) to Ms. Jeanie MacEachern, 28 April 1977.

¹⁵¹Minutes: Executive Committee Meeting of SMUFU, 3 December 1976.

The students at SMU began to realize that the union-administration negotiating process left them on the sidelines. Students were no longer willing to sit idly by; indeed, they disliked the thought that either the union or the administration was using them to force the opposition to concede. From this point onward, the students recognized that if they were not to be pawns they needed to take greater control over the direction they took as a group. Holding information sessions and debates on their own was the best method to achieve this goal. *The Journal* also took a more critical approach on collective bargaining. Articles and editorials encouraged students to become better informed on the issues that both sides proclaimed to be of the utmost importance to the long-term viability of the university. They grounded their arguments in the salient fact that the students were paying tuition, studying hard, and working toward their degrees. This was an important development for the student body; however, it is equally important to note that both the BOG and SMUFU understood the necessity of student support, although each also understood that the student body's position was less important at the bargaining table.

They debated responsibility for the state of affairs at SMU with the faculty. In relation to the faculty union, however, the two individuals that they tended to point to as having the most negative effect upon the university were Durnford and Carrigan. The university employed the former as its legal counsel and chief negotiator. As an employee of the BOG, he merely followed the general directions given to him. He was a formidable negotiator, but pointing to him as a problem outside of that context was not necessarily a viable position because he had little or nothing to do with the day-to-day operation of the university. Still, identifying Durnford as a barrier to achieving a reasonable collective

agreement was logical because he was the individual who brought the proposals to the table for the university and chose the language in which to express those positions. Dr. Carrigan emerged as the individual most associated with the difficulties experienced by the faculty. His leadership would come under fire as autocratic and anti-collegial. It was from this basic position that the faculty union moved into the winter semester of 1977 and the forthcoming 1977-78 bargaining sessions.

Chapter Eight: The Nadir

Introduction

Relations between the Saint Mary's University Faculty Union (SMUFU) and the Board of Governors (BOG) at Saint Mary's University (SMU) reached a nadir during the 1977-78 academic year. This relationship had deteriorated more with each passing academic year. Neither side, however, could pinpoint a single reason or a common narrative to explain the decline. While collective bargaining had solved many of the problems that had contributed to the mistrust, the experience at the negotiating table left discernible marks upon the participants. Unionization had created not only a new atmosphere but also a methodology for resolving grievances and disagreements. Yet the annual process had begun to take an irreversible toll upon the relationship; indeed, both sides began to view the other as the cause of the systemic problems at the university. In the short term it was the individuals who sat at the table who created much of the tension. The union believed that two individuals in particular manifested the BOG's hostile attitude toward the faculty: its attorney, Eric Durnford, and the President, Dr. D. Owen Carrigan. On the other side of the table, the university viewed the union's negotiators and executive committee as contributors to the tension and hostile environment at SMU.

Neither body could cite good will or good intentions as foundational to their relationship. The positive experiences with Owen ended with the conclusion of the winter semester of 1976; indeed the problem of the Division of Continuing Education persisted because SMUFU thought it detected a cavalier attitude toward enforcing the collective agreement. Owen's presence, however, was generally positive for SMUFU, and as 1977

ended his role would become more prominent. Entering the 1977 contract negotiations, the initial proposals from each team did not appear too great to overcome to reach a new collective agreement. One of the primary reasons for this optimism lay outside the proposals themselves. The BOG's negotiating team consisted primarily of Father Stewart (Acting Dean of Arts and Acting Academic Vice President¹) and Dean Bigelow (Dean of Science), both of whom were less abrasive and more responsive to reaching a settlement. The disruption in the contract negotiations revolved around the role that the BOG's Advisory Committee played in the background of the negotiations.

Two significant events took place following the end of the 1976-77 academic year at SMU. Negotiations had begun again in earnest, although this set of talks appeared to move at a healthy, if not optimistic, pace. The BOG's negotiating team dashed this feeling in late May and early June when it demanded that certain clauses that had been agreed to at the table be brought back for further negotiation. SMUFU in turn filed a charge of bad-faith bargaining against the university. The cessation of bargaining due to this charge created an air of greater tension; although such charges were often made during collective bargaining, some faculty members questioned the legitimacy of both parties' public position. While the BOG would defeat the charge, the clarion moment during the hearing was the testimony of Father William A. Stewart, chair of the BOG negotiating team, which swayed the faculty to unite against the administration. For those faculty members who may have doubted the interpretations from either SMUFU or the BOG, few, if any, doubted the

¹Dr. Owen, Academic Vice President became ill during the spring of 1977 and the BOG appointed Father Stewart to this position until Owen returned.

testimony of Father Stewart.² The reality of this long-serving Jesuit faculty member/academic administrator was two-fold: he had the best interests of his university in mind and would not place an administration position above his commitment to his faith and sworn oath at the hearing.

The second event that dominated this academic year was the future of Dr. Carrigan as university president. His initial six-year appointment was nearing its conclusion. An announcement of his application for renewal or a formal indication that he would not seek reappointment was not yet public.³ Adding to the confusion surrounding Carrigan's position was the lack of a BOG bylaw to deal with the appointment of the President (they had promulgated no bylaw for the Academic Vice-President, either). SMUFU and its members at various points in the past had suggested that Durnford and Carrigan contributed greatly to the tension between the two parties during negotiations. In the autumn of 1977, however, SMUFU and individual professors began to call for Carrigan's resignation. A voluntary resignation was not forthcoming, which SMUFU most likely knew would be the case. Carrigan responded predictably, but SMUFU began to negotiate with the BOG for a reduction in the duties and authority of the President to restore a more

²Father Stewart's service at SMU was that of filling in for senior academic administrators when called upon. Due to his presence the university had one of the more unique and successful back-up academic administrators in the country who did not seek full-time academic administrator posts outside of his terms at SMU.

³The information on the contractual relationship between Carrigan and SMU was unclear for much of this period. His renewal had been made known, but the details of that contract extension was not completely known to the university community. When revealed at in the autumn of 1977, it would be made known that his renewal was on an annual basis until either party indicated a desire to end the relationship.

harmonious relationship with the faculty and thereby enhance and promote the reputation of the university.

Students, however, began to side in greater numbers with the faculty and its union as *The Journal* revealed ever more details about the relationship between the faculty and the administration. The editorial policy at the student newspaper was to encourage students to become more involved, and it admonished those students who appeared apathetic to the current climate on campus. The union, on the other hand, did not believe that the Students' Representative Council (SRC) was supportive. With their past collective experience as observers of faculty-administration relations and contract negotiations, the students began to assert themselves more vigorously. Their main concern stemmed from the realization that both the administration and union viewed them as a group to be used as leverage in negotiations. Although both the SRC and the writers at *The Journal* argued for greater student participation, both realized that the union and the university could limit this.

A New Hope for Collective Bargaining?

Annual collective bargaining at SMU was a process with which both SMUFU and the BOG had three years experience before the 1977-78 negotiations. Yet the negotiating process had barely created a more harmonious relationship between the parties; indeed, as each year passed there was more tension during negotiations. The potential for this year's collective bargaining process to follow this trend was present, but both parties earnestly hoped that the upcoming negotiations would not be protracted. As in the past, preparation for the next collective agreement began shortly after the two sides officially ratified the

last one. Both parties understood the importance of being properly prepared for the negotiating table. The SMUFU executive grew more confident in its ability to direct the debate to focus on the administration's inept managerial abilities and hostility toward the collective agreement, as well as the rights of faculty members.

One of the contentious issues in past negotiations that did not (and could not) arise in the new negotiations was salaries because of the continued existence of the Anti-Inflation Board (AIB) and in decision about the 1976-77 collective agreement. The decision to place a hard cap on the dollar increase in salaries was still in force, and the union and the university were aware that the same \$2,400 cap on increases would likely be in place for the 1977-78 negotiations.⁴

Without the pressure to negotiate a salary package, the two teams were free to focus on the academic aspects of the collective agreement. The pressure upon the university came from the provincial government, which announced that its grant would remain the same for 1977-78. This decision meant that cost-saving measures had to be implemented to prevent the university from running a deficit. This created some trepidation for SMUFU as its members speculated about larger classes, potential reductions in the size of the faculty, and the possibility of programme closures. The implications of the rumors were tremendous, as uncertainty reigned and the most junior faculty members felt particularly vulnerable. SMUFU sought clarification from Carrigan:

⁴Following the ratification of the 1977-78 collective agreement, the "Compensation Branch of the Anti-Inflation Program" informed the university and the union that the salary increase conformed "to the spirit and intent of the legislation" and was not slated for amendment. Saint Mary's University Faculty Union Office Files (SMUFUOF), Correspondence - 77-78, V.M. Catano to Members of Bargaining Unit, 1 February 1978.

To assure both the faculty and students that these sacrifices are necessary, I think it imperative that the University make a full and detailed disclosure of the University budget. In each of the past years, the Union has requested this information and the University has refused to provide it. If you are to win the confidence of the students and faculty, you cannot keep this information secret. It is the right of the faculty and students to know how every penny of income at this University is spent. Before you can expect the students to pay more for less academic services and the faculty to accept a reduction in its numbers, it is necessary to convince us that all the fat has been taken out of the budget.⁵

The collective agreement did not require the university to provide budget information to the union, as Article 4.50 only required the disclosure of academic budget information.⁶

The "fat" to which Catano was alluding included athletic programmes and funds used to recruit and promote varsity athletes and teams. This had been a sore point between the university and the union, particularly when Catano alleged that the athletic budget had in the past been buried under the broad heading of "student services."⁷

At the beginning of the winter semester in 1977 *The Journal* published as its lead story a discussion piece with Catano on the negotiating relationship and the administration's ability to manage the university effectively. The event that spurred the article was Catano's invited presence at the last SRC meeting, where he spent two hours discussing the issues affecting faculty-administration relations and took questions from students. The opening line of the article quoted him as follows: "The administration is very poorly run from the Board of Governors on down." His interpretation of the BOG was that its members were largely unaware of the realities of the university because they spent little

⁵SMUFUOF, Correspondence - 76-77, Victor M. Catano to D. Owen Carrigan, 17 March 1977.

⁶Article 4.50 had remained unchanged since the first collective agreement was negotiated.

⁷Catano to Carrigan, 17 March 1977.

time on campus or in contact with the university outside of their commitments as BOG members. The executive committee of the BOG, however, was the real epicenter of authority and control, and its nine members effectively shaped the BOG's position on each issue. According to Catano: "I have never known a motion put forward by a faculty representative to be passed." In response to questions about the ability of the student representative to be an effective participant, he suggested that part of the problem was that his/her term was for only one year; by the time the student figured out the system and how to be an effective participant, the term was over. Catano suggested that a solution to the difficulties in union-student relations was to form a joint committee similar to the Employer-Union Committee. This would allow for differences to be aired and amicable resolutions discussed in a workable forum for the exchange of ideas between the two groups.⁸

During the first meeting of the BOG in 1977, the executive committee suggested that Carrigan should keep it informed about how other Canadian universities dealt with the problems facing SMU. In some respects this was the type of responsibility that some BOG members presumed was already part of the duties of the President. "In this connection he had distributed a report of the recent settlement of the dispute at Laval University which had resulted in a prolonged strike by the Faculty."⁹ The strike at Laval

⁸Matthew Adamson, "Catano Voices Faculty Position," *The Journal*, 18 January 1977. This article contains a great many quotations from Catano relating to the university, the union, and the student body.

⁹Saint Mary's University Archives (SMUA), Arthur Monahan Fonds (AMF), Board of Governors Series (BOGS), 1999.23C, 3.11, Minutes: Meeting of the Board of Governors, 17 February 1977.

had made national news and was hotly debated within the university community.¹⁰ One development that had taken place during the strike was the contributions and support from the Canadian Association of University Teachers (CAUT) and faculty associations across the country.¹¹ The strike marked "the final loss of innocence on the part of faculty unions in Canada." Québec's university administrators discussed collective bargaining with each other and believed that sharing information was crucial to university management in the Canadian context.¹² Through CAUT, the faculty associations/unions shared their experiences and strategies.¹³ CAUT attempted to keep its member associations informed about conditions at Laval and what could be achieved through a concerted effort supported by the CAUT membership.¹⁴

¹⁰SMUFUOF, Loan to Laval Association and Donation – 76-77, Michael Wiles to Joël de la Noüe, 29 November 1976; Joël de la Noüe to Michael Wiles, 29 November 1976; and Library and Archives Canada (LAC), Canadian Association of University Teachers Fonds (CAUTF), MG28-I208, volume 512-15, Université Laval, Syndicat des Professeurs – 1975-1985, Joël de la Noüe to Jill Vickers, 4 January 1977.

¹¹Israel Cinman, "Political Activism Main Subject of Board Discussions: Lobbying, Immigration, Strike at Laval," *CAUT Bulletin*, 24.9 (November 1976), 1.

¹²A fourteen page, classified document was circulated by Joël de la Noüe, which was the product of a working group of the Committee of Vice Rectors that was a part of the Conference of Rectors and Principals of the Universities of Québec (CREPUQ) circulated internally some time in 1975. See LAC, CAUTF, MG28-I208, volume 512-14, Université Laval, Syndicat des Professeurs – 1975-1985, Joël de la Noüe, cover letter, 4 January 1976.

¹³David M. Cameron, *More Than An Academic Question: Universities, Government and Public Policy in Canada* (Halifax: Institute for Research on Public Policy, 1991), 367.

¹⁴LAC, CAUTF, MG28-I208, volume 512-15, Université Laval, Syndicat des Professeurs – 1975-1985, Jill Vickers to Presidents, Local and Provincial Associations, 2 November 1976; LAC, CAUTF, MG28-I208, volume 512-15, Université Laval, Syndicat des Professeurs – 1975-1985, Jill Vickers to Colleagues, 2 November 1976; and LAC, CAUTF, MG28-I208, volume 512-15, Université Laval, Syndicat des Professeurs – 1975-1985, Jill Vickers to Local and Provincial Associations Outside Québec, 2 November 1976.

Faculty associations from across the country were set to descend upon SMU at the beginning of April 1977 for a conference on collective bargaining organized by CAUT. The conference was to build on the momentum created by a pilot training seminar held at the University of Manitoba in November 1976.¹⁵ The representatives from SMUFU (Dr. Catano, Dr. Wiles, and Dr. Chauvin) suggested that the seminar was not worth the time it took nor the resources put into it. In particular, the delegates suggested that the few benefits of the conference, such as the drafting of clause language, were outweighed by CAUT's position on the use of attorneys by faculty unions during arbitration cases.

[T]he negative aspect of the CAUT approach is held to be that of promoting lay advocacy for arbitration cases, a practice fraught with pitfalls and dangers particularly because Universities almost always use legal counsel as advocates; the CAUT approach on this question struck the Union's delegates as a rather childish game-playing exercise in a hazardous playground.¹⁶

SMUFU's position on arbitration hearings was that all prudent means needed to be employed to increase the chances of victory. The university used legal counsel because the procedure through which arbitration was heard virtually necessitated the use of an attorney.

The new SMUFU executive committee met on 7 April 1977 and immediately set about formal preparation for collective bargaining. The negotiating team and the executive planned to exchange proposals with the BOG's team by 1 May 1977. "It was felt that the

¹⁵SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 27 January 1977; Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 4 March 1977; and LAC, CAUTF, MG28-I208, volume 274-7, Lay Advocate Seminar (5-7 Nov.), Ian B. McKenna to Participant, 27 October 1976.

¹⁶SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 6 April 1977.

union must make every effort to support the intention widespread among the faculty to come [to] a contract agreement with the university before the start of the next school year."¹⁷ Less than one week later, the BOG executive met to put together a slate of negotiators to be placed before a full BOG meeting. The BOG's negotiating team included Father Stewart, who at this meeting was asked to be the acting Academic Vice President during Owen's absence due to illness.¹⁸ The SMUFU negotiating team met with the its executive and the previous year's negotiating team to formulate strategy and construct the amendments and bargaining positions for the upcoming contract negotiations.¹⁹

SMUFU initiated the collective bargaining process for 1977-78 on 21 April 1977. Catano submitted a letter to Carrigan listing the articles that the union wanted to negotiate, with proposed clause language to follow. "Most of the changes we will be requesting are minor and of a house-keeping variety."²⁰ The SMUFU negotiating team received the BOG's proposed amendments to the collective agreement, which were contained in a three-page letter.²¹ The university's proposal did not contain controversial language or clauses that appeared to have the potential to create an impasse. Despite the

¹⁷SMUFUOF, Minutes – 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 7 April 1977.

¹⁸SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 13 April 1977.

¹⁹SMUFUOF, SMUFU – 77-78, Burkhard Kiesekamp to Members of the Executive and 1976-77 and 1977-8 Negotiating Teams, no date, for 15 April 1977 meeting.

²⁰SMUFUOF, Notice of Renegotiations April 21/77 – 77-78, Victor M. Catano to D. Owen Carrigan, 21 April 1977.

²¹SMUFUOF, Notice of Renegotiations April 21/77 – 77-78, University Proposals For Collective Bargaining, no date.

best efforts of each team to prepare for the upcoming negotiations adequately, the proposals were subject to change once talks commenced, and proposals that appeared initially to be benign could quickly lead to rancour. The BOG's negotiating team on academic matters consisted of two academic administrators (Father Stewart and Dean Bigelow) and the SRC representative, Glen McInnis.²² The financial aspects of the contract were to be negotiated by the Comptroller and two regular BOG members from outside the university.²³ The 5 May BOG meeting approved the executive's recommended negotiating team.²⁴

Negotiations commenced on 16 May and made rapid progress quickly due mainly to the seemingly non-contentious clause-language proposals by both sides. During the initial sessions, most proposals were either acceptable to the union and university or mutually agreed to be discussed later in the negotiations. Settling the salary package required several exchanges to address concerns over budget implications, proper placement of faculty members on scales, and the myriad of issues surrounding the AIB.

²²The inclusion of the student on the negotiating team was normally not done at this point, if at all, because the student who normally would have been eligible to sit on the committee was not available through the summer. Once the student returned in September the negotiations had progressed to the extent that adding another member to the BOG's negotiating team would not be productive or efficient from that team's perspective.

²³The executive committee of the SMUFU understood that the potential for a more cordial negotiation could take place. For the first time the contract the university entered into to provide a pension plan for faculty members was provided to the SMUFU. With the previous year's collective agreement including the parachute clause, at the Employer-Union committee meeting it was not necessarily surprising that administrators were anxious to have the pension plan further investigated to ensure it provided the best possible pension for the plan members. SMUFUOF, Minutes - 76-77, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 2 May 1977.

²⁴SMUA, AMF, BOGS, 199923C, 3.11, Board of Governors Minutes - 13 May 1975-4 October 1979, Minutes: Meeting of the Board of Governors, 5 May 1977.

While the two sides did not agree upon the salary package by the end of May, the negotiations were proceeding at a pace that was comfortable for both teams.²⁵ On 26 May Father Stewart introduced Article 10.25, which related to but was not "in any [manner] to restrict the right of the Employer to decide an appointment of academic administrators."²⁶ The general purpose of this new clause was to reassure faculty members that academic administrators would have the confidence and support of the bargaining unit members. More specifically, the clause delineated the format and composition of search committees for Deans, the Academic Vice President, and the President. This was a radically new direction for the BOG because it effectively shifted the ability to hire academic administrators to the recommendation of faculty members.²⁷ Not only were faculty members to dominate the search committees, but for deans they also included the Faculty Council in the process. For the Academic Vice President, the seven-person comprised the President of the university and six Senators, of which at least three needed to be faculty members and one a dean. The search committee for the President was to include three non-faculty BOG members, one of whom would be the chair; three Senators, one of whom had to be an academic administrator; and the presidents of SMUFU and the SRC. For the

²⁵SMUFUOF, Vic Catano Notes – 1977-78 Negotiations, Victor Catano, handwritten, Minutes of Negotiating Meetings: 16 May to 26 September 1977.

²⁶SMUFUOF, Notice of Renegotiation – April 21, 19977 – 77-78, WAS, (William A. Stewart), 10.25: Appointment of Academic Administrators.

²⁷By-law IV on Deans was the most faculty friendly; however, in BOG's proposed by-laws on president and academic vice president appointments, would not be faculty friendly nor friendly to the SMUFU.

Academic Vice President and President, the procedure made the files available to all members of the SMU community unless the individual requested they be confidential.²⁸

After the session of 26 May concluded, the SMUFU negotiating team believed that the negotiations were going in its favour. The sessions of 27 and 30 May produced further evidence of the trajectory of negotiations. Indeed, by the end of negotiations on 30 May the two teams had concluded negotiations on the academic package.²⁹ It thus came as a shock to SMUFU's negotiators on 31 May when the BOG's team announced that it was retracting Article 10.25.³⁰ SMUFU's negotiators and the executive committee almost immediately contemplated how this action related to the Nova Scotia Trade Union Act (NSTUA). The BOG's negotiating team returned to the table with instructions to clarify more than just 10.25. This about-face was not the result of a decision by the negotiating team but rather stemmed from the advisory committee to the BOG executive.

The BOG had established an *ad hoc* advisory committee for the previous year's negotiations. Because of this temporary status, the role, or even the existence, of the committee for the 1977-78 negotiations was not necessarily clear. Indeed, the BOG had not specified a precise end-date for the previous year's committee other than the vague one-year reference. It is important to take into consideration that with the conclusion of the 1976-77 collective agreement the *ad hoc* advisory committee's life ended because it had achieved its mandate. For the 1977-78 negotiations the BOG had not formally passed a

²⁸WAS, 10.25: Appointment of Academic Administrators.

²⁹SMUFUOF, University Calls Off Negotiations June 7/77 Letter - 77-78, Victor M. Catano to W.A. Stewart, 9 June 1977.

³⁰Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 31 May 1977.

motion creating another *ad hoc* committee; indeed, it acted under the assumption that the committee continued, even though it was composed of academic administrators.³¹ At the executive meeting of 10 June, Carrigan sought confirmation that the BOG had properly constituted and empowered the advisory committee. Unfortunately, only members' memories indicated a formation; the minutes do not note this.³² Instead, the executive appears to have formed the *ad hoc* committee verbally.³³ It was the advisory committee that had informed the negotiating team that there were articles and clauses that required "clarification," which the negotiating team had misinterpreted as being within its mandate to negotiate. This meeting also answered the question regarding the status of Father Stewart; if negotiations were not concluded by the end of June when his term in office concluded, he would continue to serve on the team.

There were two more sessions after the 31 May meeting, which were spent negotiating the salary scale; although they made progress, no formal agreement was reached at either the 2 or 8 June sessions.³⁴ On 15 June, Catano met with SMUFU's attorney to discuss the legal implications of the change in negotiations. At this meeting he

³¹SMUFUOF, Board of Governors Meeting – April 13, 1977, Minutes: Executive Committee Meeting of the Board of Governors, 13 April 1977; and SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 13 April 1977.

³²SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee of the Board of Governors, 10 June 1977.

³³SMUFUOF, Labour Relations Board Order July 1977 – 77-78, A Partial Transcript of a Labour Relations Board Hearing Held on July 19, 1977 to Investigate a Charge of Bad Faith Bargaining Filed by Saint Mary's University Faculty Union Against Saint Mary's University, (hereafter: A Partial Transcript, 19 July 1977).

³⁴Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 2 June 1977; and Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 8 June 1977.

and Gerald McConnell decided to file a formal charge of bad-faith bargaining with the Nova Scotia Labour Relations Board (NSLRB) and the Minister of Labour.³⁵ SMUFU took stock of the situation at a joint meeting of its executive committee and negotiating team on 17 June. At this meeting, the executive agreed to support the decision by McConnell and Catano.³⁶ The basis for this claim was that the BOG's negotiating team had the power to reach agreements on articles and clauses.

SMUFU wanted to continue negotiations while the charge was pending. The union was willing to keep the previously agreed agenda, including the list of clarifications that the BOG's negotiating team had been instructed to introduce.³⁷ Father Stewart, speaking for BOG's negotiators, responded in a veiled, negative letter. The BOG would only meet on 21 June if SMUFU withdrew the bad-faith negotiating charge. Stewart declared that the university's position was straightforward: "[N]othing is agreed until everything is agreed and I trust you would recognize this as an entirely reasonable position on our part."³⁸ The university adopted the position that negotiations would not continue, which included the financial package that was ostensibly separate from the academic issues.

³⁵SMUFUOF, Labour Relations Board Order July 1977 – 77-78, Gerald McConnell to The Honourable Walter Fitzgerald, 16 June 1977.

³⁶SMUFUOF, Minutes Executive – 1977-78, Union Secretary to Executive Members and Members of the Negotiation Team, 14 June 1977.

³⁷SMUFUOF, Labour Relations Board Order July 1977 – 77-78, Colin D. Howell to W.A. Stewart, SJ, 17 June 1977.

³⁸SMUFUOF, Labour Relations Board Order July 1977 – 77-78, W.A. Stewart, SJ, to Dr. Colin D. Howell, 17 June 1977. This letter is incorrectly dated as 17 June; it was written on 20 June. See SMUFUOF, Labour Relations Board Order July 1977 – 77-78, Colin D. Howell to W.A. Stewart, SJ, 20 June 1977; and W.A. Stewart, SJ, to Colin D. Howell, 20 June 1977.

Father Stewart's long tenure at SMU included several terms of an acting academic administrator. His commitment to the university was his primary concern as a member of the faculty and as an administrator. His belief that SMU was an outstanding university built upon a tradition of commitment and dedication was revealed in his strong belief that the two sides could have concluded negotiations before the end of his term as an acting academic administrator.³⁹ Negative publicity was to be avoided if possible, particularly as it related to the internal workings of the university. The bad-faith bargaining charge had the potential to create such publicity, which the union wanted to avoid as well. To facilitate this avoidance, the union committed to continuing negotiations, which if undertaken would substantially improve the image of SMU even as the bad-faith charge worked its way through the system. The assertion by Father Stewart that anything agreed to during negotiations was not actually agreed to until formally ratified offended the union.⁴⁰ While it was perhaps true technically in that anything agreed to at the table would not come into effect until the new collective agreement did, the union interpreted the BOG's position to mean that even though the two sides had reached an agreement, this could be undone by parties other than those eligible to ratify it.

Negotiations did not resume on 21 June as the university maintained its position that the bad-faith negotiating charge precluded their continuation. While the quasi-impasse continued, SMUFU representative Colin Howell wrote to Father Stewart encouraging him

³⁹Stewart to Howell, 20 June 1977.

⁴⁰Howell to Stewart, 20 June 1977.

to inform his successor that the union was still willing to negotiate.⁴¹ Both the BOG and SMUFU believed that the NSLRB would uphold their respective positions. The outcome of the hearing was in doubt, although both sides recognized the importance of presenting a credible argument to the NSLRB and to the university community. SMUFU had a more difficult task in demonstrating to its membership that the university had acted in bad faith. This was necessary if the general membership was to rally behind the negotiating team and the executive committee.⁴² If the BOG was unsuccessful, it could more easily continue with its strategy without worrying about support from its constituency members.

The bad-faith bargaining charge shut down the negotiation process until the NSLRB handed down a ruling. SMUFU adopted the strategy of confirming its desire to continue negotiating through a weekly letter to the BOG's negotiating team.⁴³ The hearing received documents filed by both SMUFU and the BOG, but the case hinged primarily on the testimony of Father Stewart. As the BOG's chief negotiator his testimony revealed not only the perspective of the BOG but also how the union perceived the BOG's positions. For Stewart, the biggest problem was that the negotiating team had been ill-informed by the BOG before negotiations. The information he provided suggested that the negotiating process was confusing at times, but that the negotiating team was subservient to the Advisory Committee. For the BOG this allowed for a certain type of quality control over

⁴¹SMUFUOF, Labour Relations Board Order July 1977 - 77-78, Colin D. Howell to W.A. Stewart, SJ, 30 June 1977.

⁴²SMUFUOF, Unfiled Documents, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 22 June 1977.

⁴³*Ibid.*

the process and ensured that the negotiators did not compromise its wishes. While the Advisory Committee took on this new and expanded role, SMUFU continued to insist that the negotiating team had the authority to conclude agreements on specific issues or clause and article language at the table.

One of the reasons that these revelations were particularly unnerving to the union was that Father Stewart related that the BOG's negotiating team had informed the SMUFU negotiators that it was empowered to make agreements at the table.⁴⁴ Stewart not only confirmed the union's memory but also indicated that he "talked this over with Dr. Bigelow" and that they "wouldn't go and consult the Advisory Board. We felt we were empowered to negotiate" and that when the entire agreement was concluded it would be "brought back to the Board's Advisory group." He further testified that before negotiations the BOG had given the team a list of the clauses and instructions relating to whether the negotiating team could compromise on each. The controversial Article 10.25, however, was not on the original list, but the BOG had consistently applied each clause that related to the appointment of academic administrators with the "non-acceptable" designation. Father Stewart and Dr. Bigelow, however, believed that they could still negotiate these clauses since they did not appear on the original list; "the President...reminded us" afterward that all related clauses were not meant to be compromised or negotiated.

During the tense period of negotiations it was not unusual for members of the negotiating teams to express their dissatisfaction with the progress or to vent to colleagues about the unreasonable or unconscionable positions taken by the opponents. Most faculty

⁴⁴A Partial Transcript, 19 July 1977.

members and administrators took this as part of the process; it was, of course, a confrontational model. When the two teams negotiated over the summer, most of the professors were away from campus or were otherwise occupied with their own affairs. It is understandable that some faculty members would dismiss out of hand the grumbling of their negotiators or the union's executive committee. Union members could similarly discount updates of negotiations that took place in person. Some believed that the negotiators and executive committee members exaggerated the personal aspects of the confrontational negotiating process. As the 1977-78 contract negotiations did not include Durnford, the only BOG representative who had been a party to each negotiating session was Carrigan. His continuing presence was not necessarily a cause for concern; indeed, he was the President. SMUFU's executive, however, had insisted that he was a cause of the negative environment that its negotiators had experienced. On the stand, Father Stewart indicated that it was Carrigan who reminded him that the Advisory Committee had determined that all clauses relating to academic administrators were non-negotiable. For the faculty this was a clear indication that Carrigan acted independently at times and was at the very least partially responsible for the retraction of clauses. Those faculty members who may have dismissed this claim found it difficult to maintain their position when Stewart testified that Carrigan had not discussed this retraction with the committee, that the committee did not meet with the BOG's negotiating team, and that the only other person to discuss this issue with him had been Owen, who was either not in his position as

Academic Vice President or the discussion took place before Stewart became Acting Academic Vice President, which was unlikely given the chronology.⁴⁵

The bad-faith negotiating charge had several layers. The university successfully argued that it had not bargained in bad faith; the NSLRB dismissed the charge but provided no rationale for its decision.⁴⁶ The transcript from Father Stewart's testimony, however, included an interaction between him and an anonymous member of the Board about the instructions given to him by the Advisory Committee when it twice met with the negotiating team before the commencement of negotiations.⁴⁷ The instructions had been not to negotiate at all on those clauses, which Father Stewart and Bigelow misinterpreted. This is the most likely reason why the NSLRB ruled against SMUFU. For the university this ruling not only vindicated the retraction but also bolstered its opinion that it now had an advantage in the negotiating process. Given that the retractions were acceptable to the NSLRB, the BOG's negotiating team could resume talks from the beginning if it so desired. The recognition that the negotiating team was not necessarily able to reach an agreement on issues at the bargaining table placed the negotiators in a quandary. Was it possible for SMUFU and the BOG's negotiating team to conclude a collective agreement in a timely manner if the compromises reached during the negotiations could be withdrawn by a third party? For the BOG's negotiators, this weakened their position at the bargaining table because their authority to conclude an agreement no longer existed.

⁴⁵ *Ibid.*

⁴⁶ SMUFUOF, Labour Relations Board Order July 1977 – 77-78, K.H. Horne (Acting Chief Executive Officer, NSLRB) to Mr. Gerald J. McConnell, 21 July 1977.

⁴⁷ A Partial Transcript, 19 July 1977.

When negotiations resumed on 29 July the BOG's negotiating team had a different composition.⁴⁸ Father Stewart and Gary Smith were no longer at the table for the BOG.⁴⁹ While SMUFU had previously believed that negotiations could be finalized in one or two more sessions, the resumption of talks following the NSLRB ruling revealed a wider gulf between the two sides than had been apparent previously.⁵⁰ The first negotiating session did not cover a great deal of ground, but a second meeting on 3 August detailed which clauses the BOG's negotiating team retracted. At this meeting the union proposed the use of a tape recorder so that it could reproduce the wording of verbal agreements more accurately. Since the BOG had brought a recording secretary to the 29 July meeting, this suggested that having an accurate record of the meetings was paramount for the union as well.⁵¹ Speaking for the BOG's negotiating team, McInnes objected to the use of a tape recorder during negotiations. The proposal from the union signaled the deepening distrust between the union and the BOG. From the perspective of the BOG's negotiating team, the Advisory Committee, and the executive, the negotiations were continuing without problems or causes for concern.⁵²

⁴⁸SMUFUOF, Labour Relations Board Order July 1977 – 77-78, Victor M. Catano to Hector McInnes, 26 July 1977.

⁴⁹Gary Smith was replaced by Guy Noel following his resignation as Comptroller. Hector McInnes replaced Father Stewart as Chair of the BOG's negotiating team. Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 29 July 1977; and SMUFUOF, Correspondence From University-Union – Re – Conciliation – 1977-78, A.E. Hayes to Sirs, August 1977.

⁵⁰SMUFUOF, Labour Relations Board Order July 1977 – 77-78, Victor M. Catano to Hector McInnes, 22 July 1977.

⁵¹Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 29 July 1977.

⁵²SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 3 August 1977.

SMUFU's executive committee was less than enthusiastic about the new mood of the negotiations following the NSLRB ruling. It believed that the BOG's negotiating team, on behalf of the BOG and the administration, was "intent on destroying the collegial model of university governance which the union has sought to uphold in its contract negotiations." As a result, it instructed its negotiators "not [to] accept retractions from the agreement reached by the negotiating teams on May 30, 1977 and to defend the collegial model of university government."⁵³ Faculty participation in the governance of the university was an ideal that the SMUFU executive committee could not readily recommend abandoning.

Throughout August SMUFU continued to try to achieve a satisfactory resolution to the negotiations. The sessions were infrequent, however, and did not produce substantive headway from the union's perspective. The two outstanding unresolved issues were the salary package and the collegial model of appointing academic administrators. The 9 August negotiating meeting minutes taken by Catano refer to a discrepancy in the figures discussed regarding the salary package.⁵⁴ During this meeting, however, both negotiating teams agreed "to submit to binding arbitration in order to avoid confrontation."⁵⁵ One

⁵³The two options that the executive committee discussed in relation to the retraction of Article 10.25 were defend the collegial model or "turn itself into a closed shop union. The reference to becoming a closed shop union is unclear and was, perhaps, a misuse of the term, as in this context it appears that the union interpreted the alternative to collegiality as a more narrowly defined relationship with the BOG. It appears that this would have entailed, therefore, a strict interpretation of that relationship to cease faculty participation in any joint operational committee. SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 4 August 1977.

⁵⁴Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 9 August 1977.

⁵⁵SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 31 August 1977; and SMUFUOF, Correspondence From University-Union – Re – Conciliation – 1977-78, Victor M. Catano to Hector McInnes, 2 September 1977.

reason for this was that a joint union-BOG committee would construct bylaws to cover the appointment process for vice-presidents and the President. The 25 August meeting of the BOG's executive committee did not discuss, or record in the minutes, the negotiating teams' proposal to go to binding arbitration.⁵⁶ This non-discussion was disappointing for the union, but due to the lack of BOG negotiators at the meeting it was not necessarily surprising.

At the 25 August BOG executive committee meeting a motion was passed regarding the adoption of bylaws governing the appointment of the President and Academic Vice-President.⁵⁷ The differences between the first and second drafts of the bylaw on the appointment of the President reflect an increase in faculty participation, with a corresponding decrease in the original intent of having each constituency on the BOG represented.⁵⁸ The two drafts on the bylaw for the appointment of the Academic Vice-President also differed. The greatest difference, however, was an increase in the size of the committee from eight to ten, reflecting the addition of two more BOG members.⁵⁹ There was one substantive difference between the two bylaws that particularly disturbed Monahan when he read them as a member of the BOG. The concluding term of reference

⁵⁶SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 25 August 1977.

⁵⁷Minutes: Executive Committee Meeting of the Board of Governors, 25 August 1977.

⁵⁸SMUFUOF, Saint Mary's By-Law Committee By-Law VII – Appt. Of President – Aug. 24/77 – 77-78, Draft #1: By-Law VII – Appointment of the President, 10 August 1977; Draft #2: By-Law VII – Appointment of the President, 24 August 1977; and Minutes: Executive Committee Meeting of the Board of Governors, 25 August 1977.

⁵⁹SMUFUOF, Board of Governors Appointments – November 1977 – 77-78, Draft #1: By-Law VIII – Appointment of the Academic Vice President, 12 August 1977; and Minutes: Executive Committee Meeting of the Board of Governors, 25 August 1977.

to the bylaw concerning the appointment of the Academic Vice-President was entitled "Qualification of Candidates:" "Ideally, he should be a scholar who enjoys the confidence and professional respect of students and faculty."⁶⁰ This was a straightforward and faculty-friendly description of the position. But there was a substantive difference between that qualification and the qualification of the President. The general qualification of the President that was adopted read:

The President, has, under the Act, the general supervision of and direction over both the academic and the administrative work of the University. The Search Committee shall in assessing applicants have reference to the objects of the University, the powers and duties of the President and the multiple talents required of a successful University President.

Next to this clause Monahan wrote: "Meaning? Necessity?"⁶¹ This definition was vague and ambiguous from the faculty perspective. Did this bylaw suggest that from the BOG's perspective a non-academic could be seriously considered for the position of President. This was the uncertainty that Monahan was expressing in his comments; indeed, the possibility that the BOG might interpret the role of the President as a Chief Executive Officer could lead it to hire an individual who had considerable experience as a CEO in a large corporation. The likelihood of such a hiring taking place was muted by a sense that the BOG would risk a great deal of academic credibility if it were to hire a non-academic as President.

⁶⁰SMUA, AMF, BOGS, 1999.23C, 3.20, Board of Governors – 77-78, By-Law VIII – Appointment of the Academic Vice President, 25 August 1977.

⁶¹SMUA, AMF, BOGS, 1999.23C, 3.20, By-Law VII – Appointment of the President, 25 August 1977.

At the end of August 1977 two brief, but highly contradictory, articles appeared in *The Mail-Star* about union-university negotiations. The paper quoted Carrigan in a 29 August article as indicating that negotiations had been progressing satisfactorily and that the primary reason that an agreement had not yet been reached was that negotiators were away from campus on holidays.⁶² Two days later, a second article in *The Mail-Star* contradicted the earlier piece featuring an interview with Catano.⁶³ From the perspective of SMUFU, negotiations had only progressed satisfactorily until the end of May when the retractions took place. It was at this point that the SMUFU executive decided to apply for a conciliation officer to help with the negotiations.⁶⁴ The executive held a meeting on 6 September for the sole purpose of calling a general meeting for 13 September.⁶⁵ On 1 September, however, after the articles had both been published, Carrigan wrote Catano to offer an explanation for the original article:

I have been out of town on University business and upon my return, it was brought to my attention that I was misquoted by a newspaper reporter in a recent edition of the Halifax Herald. The reporter called enquiring about the state of negotiations between the Board and the Union. I informed him that negotiations were presently recessed and that the Chairman of the Board's team was out of town for this week. Somehow or other, this was apparently translated in the paper as the head of the Union's Bargaining Team being away on vacation. At no time, during my conversation with the reporter, did I make any reference to the Chairman or the members of the Union's Bargaining Team. While the fault lies totally with the newspaper, I

⁶²"Smooth Negotiating," *The Mail-Star*, 29 August 1977.

⁶³"Negotiations at SMU Face Major Problems," *The Mail-Star*, 29 August 1977.

⁶⁴SMUFUOF, Correspondence From University-Union – Re – Conciliation – 1977-78, Gerald J. McConnell to The Honourable Walter Fitzgerald, 31 August 1977.

⁶⁵SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 31 August 1977.

nevertheless regret any inconvenience or embarrassment that the report may have caused.⁶⁶

This apparent misunderstanding between Carrigan and the newspaper could not have occurred at a more delicate time for either the BOG or SMUFU.

Negotiations in September 1977 took place in a different atmosphere from the previous sessions. The decision to seek a conciliation officer was to address the BOG executive's position of confrontation and not, according to Catano, due to "lost confidence" in McInnes or the BOG's negotiation team; indeed, the SMUFU executive was "sympathetic to the position in which" the BOG's negotiating team found itself.⁶⁷ This was not necessarily a weakening of the resolve of SMUFU's negotiating team but a recognition of the difficult situation that their opposite numbers faced as they attempted to negotiate without having the ability to reach an agreement at the table without oversight and secondary approval. With a conciliation officer requested, however, there was a waiting period before scheduling the next negotiating session.

The first negotiations after the application for a conciliation officer took place on 12 September. Catano made no notation that a conciliation officer was present. The sole indication that a meeting took place, except for attendance, was: "Circumstances not right."⁶⁸ The circumstance that Catano referred to was binding arbitration: the BOG would

⁶⁶SMUFUOF, Correspondence From University From University-Union - Re - Conciliation - 1977-78, D. Owen Carrigan to V.M. Catano, 1 September 1977.

⁶⁷SMUFUOF, Correspondence From University From University-Union - Re - Conciliation - 1977-78, Victor M. Catano to Hector McInnes, 2 September 1977.

⁶⁸Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 12 September 1977.

not agree to it at the moment nor in the future.⁶⁹ At the general meeting of SMUFU on 13 September, Catano informed the members that the BOG's negotiating team had presented a new salary package that was substantially less than the original. The BOG's explanation was that it was all the university could afford; the retractions were again non-negotiable.⁷⁰ The conclusion drawn from the experience of collective bargaining over the past month was that the administration was inexcusably delaying negotiations.⁷¹ The executive committee meeting of 12 September consisted of one motion, which may suggest that it took place after the negotiating session: "That there shall be a referendum on the faculty's confidence in President Carrigan, and that until there is a vote of confidence in the President, the faculty adopt a policy of non-cooperation with his administration."⁷² At the 13 September general meeting, the motion was divided into two parts, with the referendum approved and the non-cooperation motion tabled. The timing of the referendum would be left to the executive committee, but it was made clear from the floor that the members wanted the settlement of the contract made distinct from the removal of Carrigan. In the

⁶⁹SMUFUOF, SMUFU – 77-78, Minutes: General Meeting of the Saint Mary's University Faculty Union, 13 September 1977.

⁷⁰The difference between the two offers was approximately \$107,000, which was approximately the same amount of the shortfall of revenue from student fees due to a decline in full-time student enrollment from 2,500 in 1976-77 to 2,346 in 1977-78. See SMUA, AMF, BOGS, 1999.23C, 3.11, Board of Governors Minutes – 13 May 1975-4 October 1979, Minutes: Meeting of the Board of Governors, 20 September 1977.

⁷¹Minutes: General Meeting of SMUFU, 13 September 1977.

⁷²SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 12 September 1977.

interest of securing his removal, some argued that they should reach a compromise agreement on the outstanding issues.⁷³

Both the BOG and SMUFU were concerned about the possible negative effects of prolonging the impasse. It was likely that both parties considered the students more seriously than in the past. SMUFU recognized the necessity of student support, which reflected the potential fallout of a strike upon the university and the student population. Likewise, the university understood that students' opinions were valuable and that their continued enrollment was necessary; the ramifications of a lost term on the finances of the university were difficult to contemplate. The President of the SRC weighed in on this delicate issue with a recommendation that "another effort be made to resolve the outstanding issues."⁷⁴ Another scheduled negotiation session should take place although the conciliation officer had yet to convene a meeting. Finally, they scheduled a negotiating session for 26 September with the conciliation officer presiding.⁷⁵ Strategically, however, the SMUFU executive viewed the 26 September negotiating meeting as the final session for this collective agreement. It advised the negotiating team to terminate negotiations so that it could take "the university's final offer to the faculty for approval."⁷⁶ Any

⁷³Minutes: General Meeting of SMUFU, 13 September 1977.

⁷⁴SMUFUOF, Correspondence From University From University-Union - Re - Conciliation - 1977-78, Glen McInnis to Dr. D.O. Carrigan, Dr. V.M. Catano, and Mr. Austin Hayes, 19 September 1977.

⁷⁵Minutes: Meeting of the Board of Governors, 20 September 1977.

⁷⁶SMUFUOF, Minutes Executive 1977-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 23 September 1977.

agreements reached on clause language at that meeting would be included in the agreement presented to the faculty for ratification.

There were several reasons for the SMUFU executive committee to make this strategic recommendation. The timing of the negotiating meeting in relation to the referendum on the faculty's confidence in Carrigan was, perhaps, the single most important. With a contract recommended for ratification by the general members, the SMUFU executive could not truly be accused of using the referendum as a leverage tool in negotiations. Those who may have seen this maneuver in that light could point to the knowledge that the ratification vote would not take place for at least four to six weeks, which was the length of time required to produce "a final draft of the new agreement."⁷⁷ It was equally plausible for faculty members to differentiate between the referendum and contract ratification. The executive, however, understood the strategic value in having four to six weeks before the vote took place. With such a long period between the two events, the results of the referendum were to be presented to the BOG, after which the SMUFU executive could determine what position to adopt in relation to ratification. The executive believed that the referendum would reveal a lack of confidence in Carrigan. If the BOG was responsive to an overwhelming result, they would recommend ratification. Should the faculty vote non-confidence and the BOG ignore the mood of the faculty, the union would delay negotiations until January 1978, when it would be in a legal strike position.⁷⁸

⁷⁷Minutes: Executive Committee Meeting of SMUFU, 23 September 1977.

⁷⁸The secondary intent of the discussion to delay negotiations until January 1978 was that the SMUFU would adopt the "closed shop" approach similar to the "civil service unions" in NS. The use of this term is confusing; although, again, in this context it is most likely that the union would adopt an aggressive approach to the enforcement of the collective agreement and cease any and all cooperation with the

The final negotiating session took place on 26 September with the conciliation officer present. After one and one-half hours of discussion, the conciliation officer recognized the impasse and adjourned the meeting.⁷⁹ The BOG's negotiating team reiterated its financial package as non-negotiable due to a lack of financial resources to accommodate the size of the raise sought by the union.⁸⁰ It took less than a day for the conciliation officer to file his report with the Minister of Labour.⁸¹ With the preparation put into this phase of the negotiation process, SMUFU appeared to have the upper hand in terms of dictating the sequence of events without experiencing uncertainty or a surprise in the results of meetings or discussions with the BOG's negotiating team or the administration. The days leading up to the referendum were predictable for the union.

The SMUFU executive committee conducted minimal campaigning in the lead-up to the non-confidence referendum. A low-key approach was preferable for several strategic reasons. If the executive seemed hostile to Carrigan, it could run the risk of repulsing some faculty members. It circulated a twelve-page brief entitled "The University Presidency: The Nature and Function of the Office in University Governance," to faculty members prior to the referendum, which appears to be the most substantial piece of material

administration in any way, shape, or form. Minutes: Executive Committee Meeting of the SMUFU, 23 September 1977.

⁷⁹SMUFUOF, SMUFU – 77-78, Minutes: Special Meeting of the Saint Mary's University Faculty Union, 27 September 1977.

⁸⁰Catano, Minutes of Negotiating Meetings: 16 May to 26 September 1977, 26 September 1977.

⁸¹SMUFUOF, Correspondence From University From University-Union – Re – Conciliation – 1977-78, W.J. McCallum to Mr. Gerald J. McConnell, 27 September 1977.

circulated.⁸² The cover letter introducing the brief is very suggestive of the importance of the referendum.⁸³ While Catano attempted to draft a neutral letter, he clearly supported the non-confidence side. He was adept at focusing faculty members' attention on two key issues concerning the university's reputation: athletics and the academic future of the institution. The administration supported varsity athletics at SMU to the extent that some considered the prominence of athletics to be a detriment to the institution's reputation:

The following anecdote says much about the kind of academic leadership provided by the President of Saint Mary's University. Through the auspices of the Japanese government the Asian Studies group recently invited a visiting professor to teach at Saint Mary's. The scholar, a resident of Japan, contacted the Canadian Embassy in Tokyo for information about Saint Mary's. The only thing which the cultural attaché could assure him was that Saint Mary's "was a jock school."⁸⁴

The accusation that the university's academic reputation was eclipsed by its reputation as a "jock school" was not acceptable; indeed, this accusation suggested that academics were of secondary importance. The brief was presented as "a blueprint for the university's future" and cautioned that it was not a denunciation of Carrigan's tenure, but most readers would not have taken it that way.

Circulating the brief to SMUFU members was an important undertaking.

Moreover, the fact that a group of senior academics wrote the brief lent it greater

⁸²SMUFUOF, Results of Non-Confidence Vote (Oct. 77) – Re – Owen Carrigan – 77-78, The Executive, Saint Mary's University Faculty Union, The University Presidency: The Nature and Function of the Office in University Governance, no date.

⁸³The available documents from the SMUA and the SMUFUOF suggest that this brief and its cover letter were the only two pieces of referendum-specific material circulated. This is in addition to the minutes of meetings and notice of motions circulated by the SMUFU.

⁸⁴SMUFUOF, Results of Non-Confidence Vote (Oct. 77) – Re – Owen Carrigan – 77-78, Victor M. Catano for the SMUFU Executive to University Community, no date.

credibility because the authors clearly had a well-developed sense of the university as a living entity. The theme repeatedly highlighted was that the University President was autonomous and had almost total control of day-to-day administration. Analogies were made to the posts of premier and chief justice; however, the discretionary power of the president was quite even for such posts. The "parachute clause," which granted the president a life-long "faculty position at the highest rank" at the end of his term, made his position even more unique. The BOG had to have a great deal of trust in the individual they hired as president; since the full BOG met rarely it had to make its selection with the greatest care because a "defective choice will seriously damage their institution." The authors divided the brief into two main sections: the first dealing with the nature, scope, and breadth of the authority entrusted to a university president and the second to an in-depth discussion of the activities, responsibilities, and leadership qualities that the president needed in order to have an effective, competent, and successful tenure.⁸⁵

The secondary theme of the brief repeated an older conceptualization of the president as the chief academic advocate. This derived, in part, from an understanding of the critical importance of Senate as a key decision-making body. Reluctantly, however, the brief conceded that because academic and financial issues were inextricably interwoven, the BOG ultimately was the sole authority at the university. While the authors did not suggest that the BOG's role was unnecessary or unwarranted, the authors reiterated that the president's role in relation to the BOG was to interpret and advocate the academic values of the university to a group of individuals who were not from the academic world.

⁸⁵The Executive, The University Presidency.

"In sum, the president must be a careful and honest intermediary between Board and Senate, and he must be able to advocate to each body the views and policies of the other."⁸⁶ Senior faculty members at SMU recalled the late 1960s when the Senate and the university adopted many of the recommendations from the *Duff-Berdahl Report*. Chapter six of the *Duff-Berdahl Report* dealt specifically with the role and nature of the president, which Duff and Berdahl employed as the foundation for their analysis of the Office of the President at SMU.⁸⁷ As the academic advocate for the university, the authors argued that the president was primarily responsible for "providing academic and intellectual leadership for the faculty." This was of paramount importance if the president was to retain the confidence of the faculty. The authors, however, recognized that in a growing university the president had a busy schedule and his/her time was constantly occupied:

The faculty must come to know that he has a lively interest in the life of the mind. If his administrative responsibilities are too heavy from [sic] him to sustain much scholarly publication, he has ample room to demonstrate in conversation with his faculty and in writing and speaking on behalf of the university, that he continues to read widely and reflect deeply.⁸⁸

The president was, in essence, expected to be an individual who understood, supported, encouraged, and engaged in the scholarly pursuit, expression, and dissemination of knowledge and research. The authors' essential conclusion was that the president must have the professional and personal confidence of the faculty. This was most effectively

⁸⁶*Ibid.*

⁸⁷Sir James Duff and Robert O. Berdahl, "The President and His Administrative Group," Chapter Six, *University Government in Canada: Report of a Commission Sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada* (Toronto: University of Toronto Press, 1966), 42-46.

⁸⁸The Executive, The University Presidency.

and efficiently achieved through consultation and cooperation with the faculty; the president should be the exemplar of *primus inter pares*.

SMUFU recognized that the referendum to determine the confidence of the faculty in Carrigan was one that it may have initiated but did not want to be seen to be controlling. To this end, it engaged an outside law firm, Burton and Lynch, to conduct the referendum so that no accusation could be leveled against the union regarding the outcome. With this process in place and an outside, independent agent overseeing the balloting, the two days of voting took place on 29 and 30 September. Representatives from the law firm scrutinized the voting process, which included a sworn declaration that required each eligible voter to confirm his or her eligibility. The firm also received votes by telegram, which in its opinion were valid and deserved to be counted. All ballots were kept under lock and key, with the telegram votes segregated until the final tallying took place. The outcome of the referendum reflected the certainty that the SMUFU executive had about the mood of the faculty. When the final tally was made, 115 faculty members voted that they had no confidence in Carrigan, sixteen retained confidence, and ten eligible faculty members submitted spoiled ballots. The law firm reported that the total number of individuals eligible to vote was between 172 and 176 individuals; this number, according to Catano, included part-time faculty members and those on sabbatical.⁸⁹

With the results of the referendum in hand, the SMUFU executive continued to play a secondary role. At its first meeting after the referendum on 5 October, the executive

⁸⁹Bob McIntyre, "SMU Faculty Votes: No Confidence in Carrigan," *The Journal*, 6 October 1977; and Roy Landry, "Opinion: Faculty-Administration," *The Journal*, 6 October 1977. The report from Burton and Lynch did not include a total number of eligible voters indication.

decided to circulate three decisions to the general membership. It scheduled a general meeting for 21 October, at which a tactics committee would submit recommendations to the members. In the interim, the executive committee would try to persuade individual BOG members that the Board needed to take appropriate action.⁹⁰ The following day, however, was destined to be one of the most eventful in the continuing saga of union-university relations. The first issue of *The Journal* was published, which contained several articles on the non-confidence referendum. In addition, the SMUFU executive circulated its progress report and recommendations in anticipation of the general meeting. In this report, the executive announced the creation of the "Committee to Secure the Removal of Owen Carrigan." Finally, the executive indicated that it intended the announcement of the general meeting to reassure faculty members that they would be deciding the future of the university and the fate of Carrigan.⁹¹

The most significant event on 6 October was the first meeting of Senate for the 1977-78 academic year. Formulating an agenda for Senate meetings was normally the responsibility of an agenda committee, but the committee did not meet before this meeting. The Senate executive committee did meet on 27 September, although not all members attended. Dr. Guy Chauvin was one such individual; he sent a letter of protest to the Secretary of Senate, Kevin Cleary, expressing his frustration with the "usurpation of the Agenda Committee's responsibilities by persons unknown." He knew this because he had

⁹⁰SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 5 October 1977.

⁹¹SMUFUOF, Minutes Executive – 1977-78, SMUFU Executive to Members of Faculty, 6 October 1977.

been chair of that committee, and his successor had similarly not been involved with scheduling the meeting. Chauvin was a member of the executive, which Senate had instructed to continue until the first meeting of the 1977-78 academic year. Chauvin had been invited to an executive committee meeting on 29 August, but he was not afforded the same courtesy for the 27 September conclave. For individuals such as Chauvin, the most pressing problem with the 6 October meeting was that it conflicted with his teaching responsibilities.⁹² It was his recollection that "Friday had been set aside for Senate meetings because of this problem."⁹³ At the 6 October meeting Catano likewise protested the scheduling and read Chauvin's letter into the record. Carrigan informed Senators that the reason for holding the meeting on Thursday rather than Friday was "because of the long weekend and the possible conflict with travelling [sic] plans of faculty members." The explanation for the lack of an agenda committee meeting was that no committees existed until they were established at the first meeting of Senate in each academic year; the executive committee had standing members who filled the void for this meeting.⁹⁴

Cleary recorded that the 6 October meeting of Senate took one-half hour to complete. The agenda that was circulated intended the meeting to deal solely with the formation of Senate committees. He had circulated an order of new business as well: an

⁹² Monahan and Professor Charmard both wrote to Cleary apologizing for the absence due to conflict with class-time and their understanding of the Friday afternoon arrangement. Both letters were circulated to Senators and included in the official minutes of the 6 October meeting of the Senate. A.P. Monahan to Kevin Cleary, 30 September 1977; and SMUA, Senate, Minutes, Vol. 11 (24 September 1976-13 January 1978), Minutes of the 193rd Meeting, 6 October 1977, John Chamard to K.J. Cleary, 30 September 1977.

⁹³ SMUFUOF, SMUFU - 77-78, G. Chauvin to Kevin Cleary, Esq., 30 September 1977.

⁹⁴ Senate, Minutes, 6 October 1977.

open statement to Senate from Dr. John MacCormack was read into the official minutes. This was the only official agenda item that received attention after the agenda had been amended and the meeting called to order. MacCormack called upon Carrigan "to submit his resignation to the Board of Governors." He briefly summarized the tension that at SMU and suggested that the crisis was now different from a mere confrontation between the union and management or the union and Carrigan. MacCormack argued that unless Carrigan resigned, the confrontation would escalate to a crisis between the BOG and the faculty; he stressed that it was not between the BOG and SMUFU, but between the BOG and the Assembly of Faculty and Senate.⁹⁵ A discussion took place on the statement, but Cleary recorded no motion or substance of the discussion; the meeting adjourned shortly thereafter as the result of a motion from Professor Crowther and Catano.⁹⁶ The following day MacCormack wrote to Monahan, enclosing a copy of the statement. He wrote that "Dr. Carrigan's announced [his] intention to continue in office, despite the adverse results of the vote of confidence...[This] creates an extremely serious internal situation which will impede the internal operation of the university, seriously damage its reputation and imperil its future."⁹⁷ Carrigan's determination to remain in office despite the lack of faculty support was offensive to MacCormack.

⁹⁵Senate, Minutes, 6 October, J.R. MacCormack, Statement Prepared to be Read to the Saint Mary's University Senate.

⁹⁶Senate, Minutes, 6 October 1977.

⁹⁷SMUA, AMF, BOGS, 1999.23C, 3.20, Board of Governors - 77-78, John R. MacCormack to A.P. Monahan, 7 October 1977.

The BOG executive committee met on 13 October to discuss several substantive issues. A concise update was presented on negotiations with the union, conciliation and SMUFU's decision to move toward a ratification vote once a clean copy of the draft agreement was available; it was also noted that SMUFU's executive committee had not indicated support for ratification. The BOG covered the most significant item on the agenda under "Other Business." The executive committee discussed the information in the correspondence from Catano and SMUFU, including the results of the referendum.

The Chairman *invited the President* to comment upon these developments. During the course of his remarks Dr. Carrigan pointed out to the Committee that *last Spring he had confidentially advised* the Chairman and Vice-Chairman of the Board that he would not be seeking an extension of his present contract; and, that had the faculty been aware of this, the referendum might not have occurred.⁹⁸

If Carrigan believed that such an announcement would have prevented this seminal event, it begs the question why did he not make such an announcement to the faculty. These remarks mark the first instance of Carrigan expressing his plans except for his informal conversations with the Chair and Vice-Chair.⁹⁹ It is plausible that announcing his plans to the faculty would have prevented SMUFU from initiating the referendum. The executive committee's response to the information and notification that Carrigan would formally announce to the full BOG in December his intention not to seek an extension was the formation of a three-person *ad hoc* committee consisting of A.E. Hayes, J. Zatzman, and

⁹⁸SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79. Minutes: Executive Committee Meeting of the Board of Governors, 13 October 1977. Underlining in original, added by Monahan.

⁹⁹Stefan Jensen, Interview with Dr. D. Owen Carrigan, 19 April 2005.

Monsignor Campbell. Part of the committee's mandate included discussing with SMUFU the meaning and implications of the referendum.¹⁰⁰

Following the instructions he received from the executive committee of the BOG, Owen wrote to Catano to arrange a meeting between the *ad hoc* committee and representatives of SMUFU to discuss the referendum.¹⁰¹ He made no mention in this letter of Carrigan's intention to announce formally in December his decision not to seek an extension of his contract as president. The SMUFU executive met on 14 October to discuss the correspondence from Owen. It appointed a delegation consisting of Catano, Howell, and Chamard to meet with the BOG's committee. Perhaps informed by the faculty representative on the BOG's executive committee, Dr. J.K. Chadwick-Jones (Psychology), the executive discussed Carrigan's intention not to seek a renewal of his contract.¹⁰² Carrigan's official term as president of the university would expire on 30 June 1979, after which he would have a full year of sabbatical leave. The larger question facing SMUFU and its executive committee was the course they should adopt in dealing with Carrigan.

At its 6 October meeting Senate had not completed the agenda or had a substantive discussion on the meaning of the referendum concerning the relationship of Carrigan to Senate.¹⁰³ Ten Senators signed a request to hold another meeting of the Senate

¹⁰⁰Minutes: Executive Committee Meeting of the Board of Governors, 13 October 1977.

¹⁰¹SMUFUOF, SMUFU – 77-78, J.B. Owen to V. Catano, 13 October 1977.

¹⁰²SMUFUOF, Minutes Executive – 1977-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 14 October 1977.

¹⁰³Senate, Minutes, 6 October 1977.

on 14 October “for the purpose of completing the unfinished business from the meeting of October 6, 1977” and “any new business referred to the Secretary of Senate.”¹⁰⁴ The addition of the reference to any new business was important because Dr. W. Mills (Chair, History) had sent a notice of motion to Cleary to amend Senate bylaw 3.101 to read:

The Senate shall annually at its initial meeting of the academic year elect one of its members Chairman of Senate. The outgoing Chairman or, in his/her absence, the Vice-Chairman of Senate shall preside at the election. An incumbent chairman may be re-elected.¹⁰⁵

He designed this motion to remove the President from the position of Chair of Senate. Senate had entrusted the position of Chair to the President ever since its first meeting in 1963. This had not been a statutory requirement under the SMU Act and therefore could only exist under the authority of Senate. The BOG could not impose a chair upon Senate without its consent. The distinction between the intended outcome of this motion and the request made by Mills is important to note as the amendment had been put forward before the meeting and duly circulated to the Senators.

The Senate meeting on 14 October was contentious.¹⁰⁶ During this meeting Carrigan mounted a rigorous defense of his position as Chair of Senate and an attack upon

¹⁰⁴SMUA, Senate, Minutes, Vol. 11 (24 September 1976-13 January 1978), Minutes of the 193rd Meeting, Kevin J. Cleary to All Members of Senate, 12 October 1977; and The Undersigned to Secretary of Senate, no date.

¹⁰⁵SMUA, Senate, Minutes, Vol. 11 (24 September 1976-13 January 1978), Minutes of the 193rd Meeting, Dr. W. Mills to Kevin Cleary, 7 October 1977.

¹⁰⁶SMUA, Senate, Minutes, Vol. 11 (24 September 1976-13 January 1978), Minutes of the 193rd Meeting, 14 October 1977.

those who sought to undermine his position through “dubious procedural means.”¹⁰⁷

Carrigan found the process to be unfair and biased, particularly as it hindered his ability to respond. From the floor Mills requested Carrigan to relinquish the chair as he no longer enjoyed the confidence of the faculty and because the faculty wanted to see Senate function properly.¹⁰⁸

Dr. Carrigan replied that this was the second time in a row that he had been denied previous knowledge of statements that were to be made at the Senate meeting, and thus had no opportunity to prepare a proper defence [sic]. He stated that under the Union contract faculty members had the right to see all documentation of charges against them, and if they were not satisfied with the final decision could request the matter got [sic] to arbitration. He went on to say that the Senate was not the body of the faculty and they had no mandate from the faculty, administrators or students to make such a request. He stated that Dr. MacCormack’s demand for his resignation was a personal attack and that Dr. MacCormack has [sic] confidence in him as President when he resurrected the Institute of Human Values and made Dr. MacCormack chairman. This brought cries of “Shame” and table thumping from the faculty members of Senate.¹⁰⁹

In response to this statement, MacCormack argued that it had been within his rights as a Senator not to make the statement known before the meeting and that he had not, in fact, asked for a response then. Catano clarified that SMUFU members could not appeal every decision to arbitration, such as the exclusive and unlimited presidential power in the realm of appointments, tenure, and promotion. He also replied to the request for

¹⁰⁷Two sets of minutes exist and are included in the official *Senate Minutes*, which differ in their content and scope. The first set of minutes encountered appear in the standard format of the minutes of the Senate and include the complete set of committee formation motions and affirmations. The second set of minutes appear on a different size of paper and without letterhead. The most plausible explanation available might be that the second set was the first draft of the minutes transcribed by Cleary or another individual who submitted them to Cleary. The second set of minutes was comprised of a more inclusive synopsis of the debate on Carrigan’s role as Chair of Senate.

¹⁰⁸Senate, Minutes, 14 October 1977, First Set of Minutes.

¹⁰⁹Senate, Minutes, 14 October 1977, Second Set of Minutes.

documentation of the charges by arguing that he could not comply as no charges existed – only an expression of non-confidence from 115 faculty members. Those who supported the statement were technically correct that they were not making a direct charge nor did they put forward a motion of any kind. This added to Carrigan's frustration because there was nothing specific to which to respond.

That Carrigan felt ambushed by Senators is important because those who confronted him were among the most ardent supporters of the traditional rights of Senate. This suggests that those who were not closely associated with SMUFU could be perceived as carrying more weight in the eyes of their colleagues because they could dissociate themselves from union tactics or as pawns in the strategy of negotiations. The 14 October meeting was the last one that Carrigan chaired. After he gave the notice of motion for an annual election of a Chair, Howell moved that Senate move into a committee of the whole. This move would effectively remove the Chair from controlling the business of Senate, while allowing Senate to debate the business; once Senate moved out of the committee of the whole it could formally pass all motions discussed while in the committee of the whole. Howell suggested that if this motion did not pass a motion of adjournment would be forthcoming. Owen argued against the motion so that "the business of the Senate could be carried on."¹⁰ His basic rationale appears to have been that the remaining agenda items comprised the formation of committees. The motion passed with twelve in favour, five against, and seven abstentions. After passing the motion to move

¹⁰*Ibid.*

into a committee of the whole, "Dr. Carrigan relinquished the chair to Dr. Owen."¹¹¹

There is no indication in either set of minutes whether this was voluntary, if Carrigan remained at the meeting, or what events surrounded this relinquishment.

On 15 October the three-person BOG delegation met with the three-person SMUFU delegation to discuss the implications of the non-confidence vote in Carrigan. This was the initial meeting between the two groups, and the negotiations that took place were meant to begin negotiating a compromise agreement. The BOG was clearly unwilling to terminate Carrigan's contract, but it was willing to learn what was "wrong with the President."¹¹²

Students at SMU during October were represented in the pages of *The Journal*, although an overarching theme of resignation permeated the editorial of the 19 October issue. The editorial summarized the context of the 15 October meeting and the general problems facing the university community:

The obvious gaps between the two sides are where the innuendo, generalizations, rumours and backstabbing gain hold. Carrigan says he will not resign, even though the faculty has voted no confidence in him, because no public charges have been laid against him and he has not done anything wrong. The faculty has not made their charges public to avoid what they feel would be a blood bath, harmful to every participant involved, including the name of the university...The students' role in this is awkward and frustrating. Having the most to lose we have the least options available. If the Board and the faculty can not reach a compromise we may have to cast our hand in an effort to force some kind of solution that will keep this place operating.¹¹³

¹¹¹Senate, Minutes, 14 October 1977.

¹¹²Austin Hayes as quoted in Bob McIntyre, "Carrigan Compromise Discussed: Board and Faculty Meet," *The Journal*, 19 October 1977.

¹¹³"Editorial," *The Journal*, 19 October 1977.

The secondary resignation in this instance was the lack of options for students to play a meaningful role in the current situation. The only two avenues available to them were unlikely to occur: an overwhelming vote of confidence in Carrigan as President or to drop out and enroll at another university. It is highly unlikely that a vote of confidence would be successful, and the potential for SMU students to vote with their feet and enroll at Dalhousie or Mount Saint Vincent, for example, was equally implausible. With few options, students sat on the sidelines as the BOG and SMUFU negotiated a compromise.

Some students pleaded for the SRC to intervene. In an "Ode To SRC," "anon." suggested that the SRC sit down with the BOG and advocate for a peaceful solution to the problem which might keep Carrigan in office.

Tell them Carrigan's been a student's friend
And now we're with him till the end.
Keep him here a few more years
Let the faculty shed their tears.

In Carrigan we have confidence
With Catano and his faculty we're getting tense
SRC tell them loud and clear
If they don't like it, get out of here.¹¹⁴

The concluding refrain was quite revealing about the state of the academic landscape during this period. It begged the question that if SMU were so bad, why were these faculty members not seeking positions at other universities? Many of those involved with this confrontation enjoyed living in Halifax and enjoyed their students and colleagues at SMU. Moreover, seeking employment elsewhere was not necessarily easy in the shrinking job market of the late 1970s.

¹¹⁴ Anon, "Ode To SRC," *The Journal*, 19 October 1977.

The SMUFU executive engaged in a series of strategic decisions during October that it believed would produce a more harmonious relationship between the union and the administration and lead to a more welcoming and hospitable university. We must see the reluctance of the BOG to concede to the full demands of SMUFU in light of A.E. Hayes' position that the vote of non-confidence in Carrigan was a vote of non-confidence in the BOG. While the negotiations for an amicable resolution to the Carrigan situation proceeded, the collective bargaining process slowly moved along as the final, clean draft of the agreement was prepared. Negotiations with the SMUFU delegation on Carrigan's future also continued without agreement.¹¹⁵ The BOG, however, had made a substantial offer to SMUFU for the resolution. The proposal was based upon five action points:

1. That President Carrigan remain in office until his present contract expires in June of 1978
2. That Carrigan not attend Senate meetings.
3. That all of the President's power relating to internal academic matters involving the faculty be delegated to the Academic Vice-President.
4. That these conditions be embodied in a memorandum to be written by Carrigan but in such a way that it meets with the approval of H. McInnes, the university's lawyer, and Vic Catano, president of SMUFU.
5. That a committee be struck no later than January 1, 1978 to commence the search for a new president.¹¹⁶

¹¹⁵SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G, Exec. Comm Minutes: Aug. 6/75 – Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 24 October 1977.

¹¹⁶The term of contract for Carrigan ends in June of 1979. The root cause of this confusion may have been grounded in the unknown aspects of Carrigan's contract with the BOG. According to a circular from A.E. Hayes to the members of the BOG, Carrigan was on contract on an annual basis, which was automatically renewed unless notice was given. If notice of non-renewal was given, one additional academic year in office was assured, as well as a minimum of one-year sabbatical leave. The accrual of additional sabbatical time is unclear. SMUFUOF, Board of Governors Appointments – November 1977 – 77-78, A.E. Hayes to Members of the Board of Governors, 24 November 1977.

The SMUFU executive rejected this proposal during a meeting of 18 October with the BOG. The proposal satisfied the request for the removal of Carrigan from a position of authority over the academic affairs of the university, but it left the university "without executive direction for the twenty months remaining in Carrigan's contract."¹¹⁷ Owen's replacement term would provide basic executive direction, but without holding the full office of President, it was unlikely that Owen could provide leadership beyond that of a lame-duck president.

These meetings were difficult for the SMUFU executive committee because it was aware of the need to be perceived as impartial and its desire that the movement to have Carrigan leave office be perceived as the result of a groundswell from the general membership. It scheduled an annual general meeting for 28 October to discuss Carrigan and the state of collective bargaining.¹¹⁸ At the meeting, the membership received updates

¹¹⁷SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 26 October 1977.

¹¹⁸This members attending this meeting also discussed the deteriorating relationship between SMUFU and CAUT. The executive committee struck a committee to re-evaluate the relationship between the SMUFU and the CAUT. This was due to the decisions taken by the Central Office to close the Atlantic Office, the decision to shift to a weighted system of voting, and the hard-line adopted on the payment of membership fees for faculty members who did not belong to the local association or union. The SMUFU was adamant in its opposition to paying membership fees for non-members. Membership in the CAUT was automatic when an individual joined the CAUT member local. Locals such as the SMUFU, which were unionized, argued that individuals who opted out of the union under the Rand Formula were, therefore, not members of the CAUT as a result; the CAUT disagreed and demanded dues from all. Minutes: Executive Committee Meeting of SMUFU, 26 October 1977.

on the union's activities since the last meeting.¹¹⁹ In relation to Carrigan, the members passed a motion from the floor:

Whereas the faculty of Saint Mary's University have overwhelmingly expressed non-confidence in the presidency of Dr. Carrigan, the Saint Mary's University Faculty Union respectfully suggests to the Saint Mary's University Board of Governors that the President be assigned to sabbatical leave as soon as possible but no later than the end of the present academic year, that an acting president be appointed and that a search committee be struck.¹²⁰

The differences between this motion and the proposal from the BOG's delegation was that the replacement of Carrigan would not be limited solely to the academic affairs of the university and that his sabbatical leave would be extended. The lingering question that does not appear to have been asked during this period related to Carrigan's future employment at SMU; indeed, the previous year's parachute clause guaranteed his tenured appointment with the university. Alternatively, would he seek employment elsewhere as a senior academic administrator?

On 28 October the student newspaper interpreted the mood of faculty differently. Bob McIntyre argued that the "union membership blasted the union executive for failing to take a tougher stand."¹²¹ This editorial reflected the deliberate decision by the SMUFU

¹¹⁹ According to the voting tallies, the attendance for this meeting was never greater than fifty members. While this total was greater than some of the past meetings, it appeared that the general members did not feel compelled to attend either because of support for the executive or due to an apathetic belief that their participation would not affect the outcome of the meeting and the motions presented. It is also plausible that faculty members believed that the referendum was sufficient and that attending another meeting at which the same arguments and calls for justice could not be endured as they had already agreed with them. See Contrite, "Faculty Dissension: Letter to the Editor," *The Journal*, 2 November 1977.

¹²⁰ SMUFUOF, SMUFU – 77-78, Minutes: Annual General Meeting of the Saint Mary's University Faculty Union, 28 October 1977.

¹²¹ Bob McIntyre, "Editorial," *The Journal*, 2 November 1977.

executive to be perceived as less persistent, radical, and strident in its stance on Carrigan. McIntyre also berated the student population for its apathy and reminded those who believed that students were powerless that students were represented on Senate, the BOG, and the URC, among other bodies within the university. This assessment included several inaccuracies regarding the negotiations between the BOG and SMUFU and the future of Carrigan at SMU.¹²² In particular, on the status of the sabbatical leave discussion McIntyre suggested that the BOG offered Carrigan a two-year sabbatical leave which he had rejected "in spite of a situation that can only worsen."¹²³ The decision that the BOG was attempting to make was one that it recognized as too important to be made quickly or without the approval of Carrigan.

Monahan drove home the necessity of arriving at a satisfactory resolution home in a personal letter to A.E. Hayes. He was worried that the current crisis, which had thus far been contained to the campus, could erupt into a "public scandal" that would damage the university's reputation. Monahan's identification with the university and its academic mission is obvious in this letter. He was aware of his position within the university, which had made him reluctant to become formally involved:

I am very sensitive to the possibility that anything I say concerning Saint Mary's will continue to be misconstrued in some quarters as bitter and biased judgments resting on personal pique; and I am uncertain about whether or not I should simply call you rather than take the more formal method of communicating by letter. I am writing in the hope that formality of method will lend weight to my judgment about the seriousness of the situation at Saint Mary's. I have no wish to be melodramatic, and leave it

¹²²"Carrigan Threatens Suit," *The Journal*, 17 November 1977.

¹²³McIntyre, "Editorial."

to your recollection whether or not any of my previous comments concerning the University were significantly lacking in accuracy of judgment.¹²⁴

Monahan suggested he only wanted the best for SMU, which in his opinion was the effective removal of Carrigan from the presidency. This was not a call for the termination of his contract but rather to have the BOG to remove him from having the effective capacity to make decisions affecting the university.

With no agreement with the BOG, the SMUFU executive decided that it should implement a more aggressive policy to secure Carrigan's removal. The annual general meeting on 28 October had provided a firm sense of direction and support from the union's membership. The executive now contemplated a public campaign, and Wiles and Howell were given the mandate to write a "preliminary indictment" against Carrigan to circulate publically. What is most important, however, was that the BOG needed to be convinced of the righteousness of the faculty's position. Without convincing some members of the BOG that Carrigan had to be removed, it was unlikely that any movement would take place. The BOG had consistently maintained that the President was solely its appointee, which equated to his tenure in office being predicated upon his ability to maintain the confidence of the governors more so than the faculty. At the 9 November SMUFU executive committee meeting it was decided to continue the individual lobbying of governors.¹²⁵

¹²⁴SMUA, AMF, BOGS, 199923C, 3.20, Board of Governors – 77-8, Arthur P. Monahan to Mr. Austin Hayes, 7 November 1977.

¹²⁵SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 9 November 1977.

The position of SMUFU on Carrigan's removal did not change greatly during November. The 17 November issue of *The Journal* reported that SMUFU and the BOG had exchanged proposals but that their respective understanding of them was far from similar.¹²⁶ The depth of this disagreement provoked a harsh response from Carrigan in relation to *The Journal's* reporting of the two-year sabbatical leave request. He allegedly threatened legal action against McIntyre, and possibly against *The Journal* as well, for his reporting of the two-year sabbatical offer.¹²⁷ According to an article submitted to *The Journal* by the Chair of the Department of History, Mills, Carrigan undertook an unsavoury attack on McIntyre: "A student journalist, Bob McIntyre, was threatened by Carrigan in his office with serious legal action if he did not retract on the front page one of the statements in an editorial which appeared in the student *Journal* at Saint Mary's on November 2nd."¹²⁸ Mills acknowledged that the BOG executive had only discussed the possibility of a two-year sabbatical with Carrigan and had not requested that he accept the two-year sabbatical. He was uncertain that this incorrect assertion was the foundation for an actual lawsuit. McIntyre's front page article in the 17 November issue was a factual recounting of the events, relying primarily upon information directly from the participants. His writing in this issue was less aggressive than in the past, which may reflect how seriously he took the potential lawsuit from Carrigan.

¹²⁶Bob McIntyre, "Until Board Meets: Carrigan Situation Stalled," *The Journal*, 17 November 1977.

¹²⁷"Carrigan Threatens Suit."

¹²⁸Wallace G. Mills, "Opinion: Carrigan's Approach – Heavy Handed," *The Journal*, 17 November 1977. Bold in original.

The uncertainty of the situation and the tension it created caused a great deal of concern for the majority of faculty members, students, and members of the SMU community. From the faculty perspective it was mostly a matter of time before the BOG came up with a compromise that the faculty could live with. The BOG's hesitation to compromise was partially due to the position adopted by SMUFU relating to the ratification of the collective agreement pending the outcome of the Carrigan situation. The SMUFU executive met on 17 November to discuss the next step in its strategy:

In order to make clear to the Board of Governors that the Union is not prepared to ratify the contract unless Carrigan is effectively removed from campus and from making decisions that effect the academic life of the university, the Executive authorized the union bargaining team to prepare a letter of intent making Carrigan's removal from the University a bargaining issue.¹²⁹

The likelihood that Carrigan's removal could be a legitimate bargaining issue was dubious at best; however, as a public relations tactic it had the potential to pay dividends for the union. This position also reveals the flexibility in the union's position relating to the options it was willing to consider to resolve the situation. The reference to the "academic life of the university," however, was broad and open-ended. It was plausible that some decisions that could be made by the President still had academic implications.

The BOG executive was scheduled to meet on 21 November to discuss a possible resolution to the Carrigan situation. According to the minutes of this meeting, the BOG's delegation and executive committee categorically rejected the two-year sabbatical. The future direction the BOG would take was only vaguely recorded:

¹²⁹SMUFUOF, Minutes Executive - 77-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 17 November 1977.

The Executive Committee also explored, with the President and Academic Vice-President, certain proposals which may be recommended to the Board at its next meeting, having to do with the direction and guidance of the University during the President's final year in office (i.e. 1978-79). It was agreed that these should be presented to the Board in written form.¹³⁰

The following day, the SMUFU executive received an update from Catano, who reported that a settlement had been reached between the BOG and Carrigan to be submitted to SMUFU to settle this crisis. This would make "Carrigan into an off-campus fund raiser. It was also reported that this proposal will be put on paper in the form of a job description."¹³¹ This proposal was not immediately forthcoming; indeed, in an update to BOG members, A.E. Hayes indicated that at "the next meeting of the Board *specific proposals* will be made by the Executive Committee which, it is hoped, will prove acceptable to the Board."¹³² The essence of this proposal was that Carrigan would retain the title of President, but due to his frequent and prolonged absences from campus, Owen would have *de facto* presidential authority. More time was needed before the proposal could come forward and even more time before the collective agreement was ratified. The tension between the two parties continued despite prolonged periods of waiting.

Both the BOG and the SMUFU executives, in conjunction with their respective *ad hoc* committees, prepared for the conclusion of the confrontation that was set for the first

¹³⁰ SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G. Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 21 November 1977. Underlining by Monahan in his personal copy of the minutes.

¹³¹ SMUFUOF, Minutes Executive - 1977-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 22 November 1977.

¹³² SMUA, AMF, BOGS, 1999.23C, 3.20, Board of Governors - 77-8, Austin E. Hayes to Members of the Board of Governors, 24 November 1977.

two weeks of December. The faculty and administration had deeply committed principles at stake during this confrontation. It was important for some faculty members to understand the crisis in the context of their understanding of the university and its purpose and function.¹³³ The vote of non-confidence in the President was not the result of a single exchange or event, although the bad-faith bargaining charge was paramount in the minds of many faculty. The lack of a specific charge against the President resulted in a tremendous amount of pressure on the BOG and the academic administration. This caveat in the non-confidence motion placed Carrigan in a position that was nearly impossible to escape from without causing further damage. In this environment it was paramount for both parties to perceive themselves and to project outwardly that they were leading the compromise and not being dictated to.

The SMUFU executive was anxious for a formal resolution of the crisis. It was crucial that Carrigan's removal be achieved with minimal disruption to the university or its reputation. Catano met with Owen to discuss the recommendation to which the BOG executive and Carrigan had agreed and which would be recommended to the BOG at its 7 December meeting for approval.

[O]n 7 December Carrigan will formally announce that he will not seek an extension of his contract. Suggestions would then be made concerning his further employment at the end of the current academic year, such employment to require his absence from campus. On 1 July Owen would in effect become acting president with an assistant, probably Father Stewart, who would in effect be acting academic vice-president. Carrigan would, however, retain direction over the budget committee. Following considerable discussion it was agreed that Catano would seek confirmation

¹³³ Guy Chauvin, "Faculty Union: Unionization: Collegiality Not Confrontation [sic]," *The Journal*, 1 December 1977.

of these arrangements from John Owen and would him to the meeting of 6 December. Based on John Owen's assurances the Executive would recommend ratification but would announce that it reserved the right to act in an emergency situation as provided for in the Union constitution.¹³⁴

The two options available to the SMUFU executive were to postpone the ratification vote and/or cancel it altogether to reopen negotiations. Although the SMUFU now had the emergency power to postpone the ratification vote at the last minute, no executive member desired to be in a position when that power would need to be exercised. It was unlikely that such a situation would emerge because the BOG executive had discussed this resolution and reached an agreement with Carrigan on the scenario outlined.

On 5 December the BOG executive circulated this plan to the rest of the Board as an agenda item for the 7 December meeting. Since Carrigan was not to be terminated, the executive drafted the motion so that it allowed the BOG to retain its authority without debasing the office of President. The off-campus presidential duties would consume Carrigan, which required him "to delegate to the Academic Vice-President authority which he currently exercises with respect to internal academic matters."¹³⁵ According to the SMUFU executive, the proposal was sufficiently acceptable to recommend ratification of the collective agreement. The general membership of SMUFU was recorded as having the opinion that the proposal was "face saving or cosmetic." Due to the fact that this judgment was made at the 6 December SMUFU special general meeting, the executive felt it prudent to wait until after the 7 December BOG meeting before recommending

¹³⁴SMUFUOF, Minutes Executive – 1977-8, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 2 December 1977.

¹³⁵SMUA, AMF, BOGS, 1999.23C, 3.20, Board of Governors – 77-8, Agendum 7: Memorandum re Minute 77-50 of the Executive Committee's Meetings.

ratification of the collective agreement, which they tentatively set for 9 December.¹³⁶ The biggest concern of SMUFU was that the document circulated to the BOG was vague, which caused it to be wary of the BOG living up to the specific commitments that to date had only been made orally.

The 7 December BOG meeting produced no surprises for either executive committee. The Governors discussed the collective agreement in relation to the crisis that was engulfing the university. "After discussion and consideration of the alternatives open to the Board at this stage, the meeting...voted unanimously to ratify the proposed Agreement." The reporting of the portion of the meeting during which the BOG discussed the resolution to the presidential crisis was mostly mechanical and straightforward with little debate. Carrigan formally announced he would not seek an extension of his contract as had been agreed to previously. A presidential search committee was struck according to BOG By-Law VII, although the filling of the committee would take place at the next meeting. The 5 December memorandum was read and it was agreed to unanimously in order to "best make use of Dr. Carrigan's talents during his final year as President. The BOG was determined to present the decision on the resolution of the presidential crisis in the most positive light possible. In this case, it was framed as a sound managerial decision based upon the notion that Carrigan would best serve SMU through extensive fund-

¹³⁶SMUFUOF, SMUFU – 77-78, Minutes: Executive Committee Special Meeting of the Saint Mary's University Faculty Union, handwritten, 6 December 1977.

raising activities.¹³⁷ The BOG duly ratified the collective agreement on 9 December with little fanfare as it had not been concluded through traditional collective bargaining.¹³⁸

Conclusion

The end of Carrigan's academic presidency began on 1 July 1978 after the union and the university agreed to the wording and collective agreement amendments to reflect the reallocation of presidential duties to the Academic Vice-President and the creation of the post of Assistant Academic Vice-President.¹³⁹ This transfer of authority took place the day after the two negotiating teams had reached a tentative agreement for the 1978-79 collective agreement. This agreement was the last one-year agreement signed between the two parties.¹⁴⁰ Carrigan continued to exercise control over the non-academic aspects of the university and could continue to represent SMU to the external community. Father Stewart was again pressed into service, which was fortunate for SMU as no other individual was as capable of stepping into such a position. It was a convenient blessing for SMU to have such a long period of time for the presidential search committee to do its work. Without as tight a deadline as in 1970, the ability to canvas, interview, and select a

¹³⁷ Bob McIntyre, "Carrigan Becoming SS Chaser," *The Journal*, 12 January 1978.

¹³⁸ SMUA, AMF, BOGS, 1999.23C, 3.12, B. Of G, Exec. Comm Minutes: Aug. 6/75 - Oct. '79, Minutes: Executive Committee Meeting of the Board of Governors, 25 January 1978; and SMUFUOF, Minutes Executive - 1977-78, Minutes: Executive Committee Meeting of the Saint Mary's University Faculty Union, 27 January 1978.

¹³⁹ SMUFUOF, Tentative Outline of Redistribution of Admin Responsibilities - July '78 - 78-79, Tentative Outline of Redistribution of Administrative Responsibilities, no date.

¹⁴⁰ Following this one-year contract, the collective agreements covered two academic years.

candidate for the position could take place without the successful candidate deferring the appointment for a year, as Carrigan had done.

The university and the union had gone through a cathartic process in the autumn of 1977 in concluding the Carrigan crisis. There was a real fear that the university would not survive the crisis of non-confidence due to the uncertainty that surrounded potential solutions and future relationships among faculty, students, and university officials. The BOG had begun to understand that the future of the university required harmonious relations between the academic administrators and the faculty. For the BOG, the negative publicity that the non-confidence produced was too great to ignore without risking the long-term reputation of the university. In the increasingly difficult financial environment in Nova Scotia in the late 1970s, the decision to use Carrigan as a quasi-professional fund-raiser allowed the university to use its most high-profile employee to assist in a positive manner. This is the most optimistic interpretation of the potential consequences of Carrigan's effective removal from the office of President. A secondary benefit was that the BOG could employ the newly minted By-Law VII to strike a search committee with more time than had been envisioned, which would allow for a more thorough search for a new President.

With the successful conclusion of the non-confidence crisis, SMUFU emerged as an effective and organized political entity capable of marshaling its membership efficiently. While the union was certainly optimistic that the university's future would be better without Carrigan as president, a lingering fear remained of a BOG-backed President transgressing against the faculty. There was no simple way to alleviate that fear, however,

because the President remained a BOG appointee. The support of the BOG for the President was the single most important factor in that individual retaining the position. SMUFU, however, believed that with the new search committee structure a more conciliatory individual would be found for the post. Many within the union were likewise hopeful that without Carrigan's involvement in the negotiating process, an upcoming collective agreement could be achieved quickly, quietly, and without the necessity of work-to-rule or strike votes.¹⁴¹

¹⁴¹A tentative agreement on the 1978-79 collective agreement was reached on 30 June 1978, although formal ratification of the agreement did not take place until 24 October. See SMUA, Saint Mary's University Faculty Association Fonds, 2001.034.01, Series 1-6, Box 1, Correspondence - Two Teams Concluded Tentative Agreement - 30 June 1978 - 78-79, Eric B. Durnford to Dr. Victor Catano, 30 June 1978; and SMUA, SMUFAF, 2001.034.01, Series 1-6, Box 1, Agreement Between Saint Mary's University and Saint Mary's University Faculty Union - 1978-79.

CONCLUSION

Saint Mary's University (SMU) underwent physical and organizational transformations during the period 1963-79. The central theme of this dissertation reflects upon one continuously present constituency of the university: the faculty. Their collective relationship with the university represents the critical focus of the thesis, without adopting a labour-relations based analysis. The purpose of this thesis was to explore the collective relationship by examining the values present and not on the structural formation of the union itself. The values and priorities of the SMU professors in concert with those of the university itself, analyzed through the prism of collective relationships, reveals the essential complexity of those varied relationships. The complexities themselves extend beyond the simplistic explanations found in the literature; particularly the extended time period utilized here demonstrates that faculty expectations for their collective relationship with the university had historic foundations. This thesis has added to the underdeveloped, yet slowly growing historical literature on universities, faculty, and higher education in Canada. Throughout the dissertation, an in-depth analysis of the events, individuals, and values present in the collective relationships reveal the overly complex and at times inconsistent foundation upon which the faculty sought to redress their collective grievances and to assert control over their collective academic lives.

This case study appears at an opportune moment that recurs frequently in the history of Canadian universities: a period of uncertainty. Professors are now more organized than in the 1960s and the threat of unionization is no longer as real; the collective bargaining relationship is virtually universal in Canada, while official trade-

union status less so. This dissertation, while focused on a single university and its faculty, does provide illumination for the experiences of professors throughout Canada. Faculty union's across the country encounters with modern management-oriented administrators that tend to equate growth in enrolment as necessary and natural are struggling to protect and enhance the protections they have achieved for their members' work, particularly academic freedom and remuneration in comparison with their colleagues at similar institutions across the country.

Two previous studies that analyze faculty unionization are Axelrod's *Scholars and Dollars* and David Cameron's *More Than an Academic Question*.¹ Both of these studies include discussions of faculty unionization; however, both are primarily concerned with the relationship between the universities and federal and provincial governments. The professors themselves in these two works appear as singular collectives presented without the complex range of relationships, values, and strategies that a case-study such as this dissertation reveals. Those institutional histories that touch upon the period that their university's faculty sought certification tend to reveal the relationship as one solely between the professors and the president/governing body, without the necessary contextual development required to understand the nuances of individual support and values espoused by groups or individuals within the university. Generally, the question posed in these myriad studies is whether unionization was good or bad for the university.

¹Paul Axelrod, *Scholars and Dollars: Politics, Economics, and the Universities of Ontario, 1945-1980* (Toronto: University of Toronto Press, 1982); and David M. Cameron, *More Than An Academic Question: Universities, Government, and Public Policy in Canada* (Halifax: Institute for Research on Public Policy, 1991).

The answer falls within this very general range: faculty certification was good because it created a clear set of guidelines that everyone could see and had generally agreed to, but unionization created a less intimate university environment because it fostered and enabled a more legalistic and confrontational relationship between faculty and the governing board/administration.

The general paucity of engaged studies on the history of faculty-university relations does allow for parallels to be drawn from the SMU experience into pan-Canadian or Atlantic Canadian models. Many parallels can also be in the turbulent relationships between faculty associations and the CAUT in the 1970s. As a case study this thesis illuminates many processes and changes in the academic environment that enabled on-campus conditions to tilt favourably toward the commencement of a trade-union certification. The shifts in the relationships at SMU can be loosely placed in order of importance: disintegration of the relationship between faculty and administration-BOG, installment of a president that produced a presence not conducive to maintaining the positive relationship, enabling legislation for the BOG to assert its authority as never before, change in the intimacy due to increasing enrollment levels and the affect those levels had on faculty complement, and the inconsistencies and difficulties that flowed from the university's financial position.

The greatest area of change that occurred at SMU that push professors toward certification was in their collective expectations and participation in the governance, organization, direction, and spirit of the university. During this period, the university underwent a series of structural and philosophical transitions, in particular adopting a

coeducational admissions policy and the Society of Jesus departing as the contracted administrators of the institution through a legislative secularizing/laicizing process. University governance underwent a transformation in 1963, when the Board of Studies was divided into a Senate and a Board of Governors. Movement from a single-tier to a two-tier system of academic governance reflected both the growing complexity of the university and the general trend in Canada.² This transition was relatively smooth and allowed for the integration of the increasing number of non-Jesuit professors into the administrative hierarchy. Academic governance with substantial faculty participation represented one of the most important developments for faculty in determining the conditions in which they worked. For the faculty, interactive governance and decision-making fit well into the paradigm of shared authority embedded in the *Duff-Berdahl Report*.³ The implementation of the recommendations and spirit of the report assisted SMU in making the transition at the same time as other Canadian universities. These two transitions took place with considerable input, participation, and acquiescence of the professors at SMU through their collective voice: SMUFA. It is crucial to understand their collective participation in order to fully understand their collective behaviour following the 1970 *SMU Act* and the arrival of Dr. Carrigan as the new president in 1971. This contextual treatment differs from previous discussions of faculty certification

²W.M. Sibley, "Modes of University Government," *Canadian Journal of Higher Education*, 6,1 (1976), 19-27.

³Sir James Duff and Robert O. Berdahl, *University Government in Canada: Report of a Commission Sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada* (Toronto: University of Toronto Press, 1966). The University of Toronto, however, was the exception, moving from a two-tier to a one tier governance structure.

because it allows for the inclusion of faculty experiences and expectations to be included in the discussion of the factors that authors cite for the certification of the faculty association as a trade-union.

Faculty expectations at SMU were at a new high following the secularizing/laicizing legislation. The third edition of the *Faculty Manual* was on the verge of becoming a legally binding operational policy document for the university. This was the zenith in faculty-university relations. The BOG, however, did not ratify the *Faculty Manual* as an operational document when it was reconstituted under the 1970 *SMU Act*. For the BOG, the operation of the university was completely under its control, and it felt obligated to act accordingly. With the non-recognition of the *Faculty Manual* came the necessity, according to the BOG, to promulgate bylaws to cover all aspects of academic and non-academic life at the university. The BOG engaged in this process without consulting the faculty in general or SMUFA in particular because they firmly believed that this was how they should govern the university. The latter was especially unfortunate because SMUFA had already firmly established itself as the primary representative body for the faculty. Professors objected to the lack of consultation whenever the BOG constructed and promulgated new bylaws. SMUFA was willing to participate and cooperate with the BOG to ensure adequate regulations, but this offer fell on deaf ears. The BOG was unwilling to alter its approach to governing the university because they felt that abdicating any portion of responsibility could be construed as illegal under the new legislation. Opposition to the process through which bylaws were

promulgated was of paramount importance for the faculty during the first months and years under the 1970 *SMU Act*.

The hiring of Carrigan as the new president is one of the moments that can be viewed in retrospect as critical in the deterioration of the collective relationship between the faculty and the university. It is inappropriate to suggest that Carrigan's hiring created an environment that directly led to faculty unionization. While he certainly played a role in creating such an environment, he was the primary representative of the BOG. Those individuals on the BOG in positions of authority, such as the Chair and Chancellor, believed that Carrigan performed admirably. Their collective support for his presidency during these critical years must be understood as more than simply digging in their collective heels against the faculty; they believed in him and his abilities. Perhaps, if one sought an individual or group of individuals who could potentially be identified as a source of faculty unionization on the BOG's side it would be the lawyers and attorneys that provided the advice on how to fight the certification process. Again, however, this is inappropriate because it is unprovable and most likely untrue because many on the BOG reached the conclusion that opposition to certification was right and necessary without waiting to receive legal advice. One might further ask the question whether Father LaBelle's resignation was the turning point; another what if situation. Had he not resigned could faculty unionization been prevented; again this is unlikely because of the BOG, but it is possible that it might have been put-off for a few more years.

The increased enrollment that accompanied the transition to a co-education admissions policy paid immediate dividends to the university, the growth and increasing

complexity of managing and administering such an institution outpaced the ability of both the Archdiocese and the Society of Jesus to manage and administer it. Again, the constituent groups within the SMU community were consulted and expected to participate in the proposed institutional transformation process. Yet there was no intention for the process to alter radically the character or purpose of the university. Individuals such as Dr. Weeren had been particularly anxious to see the new legislation continue the university's commitment to an education based upon Christian traditions. There were limits, however, because any requirement for a religious test was far too divisive an issue to receive support or consideration from the provincial government as it contemplated a new piece of legislation to govern the university.⁴

Within the Canadian university community, conditions such as a poor academic job market, decreased provincial and federal funding for universities, enrollment plateaus, and new governing legislation that clearly articulated for governing boards broad powers in the administration of their respective universities, helped create environments conducive for faculty to seek the protections and benefits of their province's trade union legislation.⁵ University finances, however, should not be exaggerated as the source of professorial discontent during this period. Job security arose as a serious concern for

⁴Ideas of secularization here are informed by James D. Cameron, "From Intimacy to Detachment: The History of Relations Between St. Francis Xavier University and the Diocese of Antigonish to 1970," *Journal of the Royal Nova Scotia Historical Society* 4 (2001), 70-83; Barry Moody, "Maritime Baptists and Religious Freedom: Acadia University in 1965," Paper presented to the Atlantic Canada Studies Conference, Halifax, NS, Mount Saint Vincent University, 2000; and Barry Moody, "The Secularization of Acadia University," Paper presented to the Religion, Culture, and Society in Atlantic Canada in the 20th Century Conference, Fredericton, NB, University of New Brunswick, 1995.

⁵Axelrod, *Scholars and Dollars*, 205.

individuals, but this often clouded over the more substantive departmental and academic programme level that required retiring faculty members be replaced or additions to the existing complement be made. Without a commitment from the university to such departmental requirements, individuals experienced heavier workloads and less satisfaction in their academic careers, which fueled their anxiety about the future of their university. These general conditions can be found at all of Canada's universities in varying degrees, but intangible factors emerged on campuses that in hindsight pushed faculty to officially consider trade-union status to protect themselves.

One aspect of the faculty experience at SMU that arose is professorial salaries. This area represents one that must be reconsidered in relation to the period in which a faculty sought trade union certification. The annual income earned by faculty members at SMU played an important role in shaping their views on certification and the successes and failures it brought with it. The relative level of faculty remuneration played to professors' sense of professional identity; indeed, they believed their salaries needed to reflect the unique contributions they made to society. This became a sore point for many, particularly when the gap between their salaries and other professions or trades appeared to be dwindling. With the advent of the Anti-Inflation Board and an externally imposed hard cap on annual increases that SMUFU could negotiate the relative weight attached to salary increments during negotiations also lessened for SMU's professors.

Certification should not be seen in retrospect as the inevitable outcome of a disintegrating relationship between the faculty and university. The warning signs were readily apparent to both sides, even if faculty unionization was a relatively new

development in Canada. Each side believed that it gave the other ample opportunity for a fair compromise; however, each side did not believe the offer they received was fair. It is inappropriate to suggest that the BOG could have prevented certification if it had accepted the faculty's demands surrounding the promulgation of bylaws and the *Faculty Manual*. Equally it is inappropriate to suggest that voluntary recognition of SMUFA would have necessarily and permanently ensured the prevention of a trade-union for the faculty. The developments at SMU are similar to other universities that experienced the certification of its faculty. There is, however, no formula that explains the conditions of faculty certification. It is impossible to predict the tipping-point for a faculty to cross-over and seek certification regardless of actions taken by the university.

The steamroller that outgoing SMUFA President Dr. Gordon warned his colleagues about materialized as he predicted.⁶ It is unlikely that Gordon boasted about his ability to see the future in the spring of 1972. While he was ahead of the curve on the necessity of certification for the collective self-protection of the faculty, steamrollers move slowly. Most faculty members in these early years hoped fervently that certification could be avoided without tremendous difficulty. While Gordon had arrived at this position as a result of his perception of faculty-administration relations, not all professors had arrived at the same conclusion at the same moment. Over time, however, a growing number of faculty members found their relative position within the university seriously declining, especially in the realm of shared authority. An investigation into the non-

⁶Saint Mary's University Archives, Donald J. Weeren Fonds, Faculty Association 1970-1974, Dr. G. Gordon, Saint Mary's University Faculty Association. Report of the President, April, 1972.

renewal of contracts by the Canadian Association of University Teachers (CAUT) revealed the intransigence of the BOG. In particular, it showed that the BOG was operating under the premise that any pre-1970 operational procedures and policies were null and void until the BOG acknowledged formally ratified them.

The certification of the professors at SMU represents a key moment in the history of faculty-university relations. Several important instances of convergence appear in this critical period. The Canadian Union of Public Employees (CUPE) battled with the CAUT-backed SMUFA for the right to be the sole collective bargaining agent for the faculty. This represents one of the most serious confrontations that the CAUT engaged in over the course of its existence. Some within the organization feared the consequences of a successful CUPE organizing drive. Two competing national representative bodies could not co-exist according to many within CAUT. The presence of two competing organizations forced professors to think about the issues surrounding unionization with both the short-term and long-term implications of their decision in mind. An analysis of the certification of the professoriate at SMU reveals that some understood that as certification appeared inevitable in the spring of 1974 that they needed to vote according to how the long-term implications could play out. The greatest difference between the two organizations was that CAUT had an advantage in the academic world because of its success with on-campus investigations into violations of academic freedom, which is something that CUPE had very little experience in and that university administrators were at least tacitly willing to allow.

The campaigns waged by SMUFU and CUPE revealed the necessity of a union for the faculty. Eroding shared authority and professorial participation required the faculty to react against the BOG and its attitude toward them and their role in the governance of the university. Without a union, faculty members came to believe that the BOG would continue to act solely in its own interests. The BOG was imposing an industrial relations model of university governance upon them, and both SMUFU and CUPE argued that the only defense against such an intrusion was to form a trade union. SMUFU's success in the Nova Scotia Labour Relations Board (NSLRB) vote was not clear cut, but the final result was a 55% to 45% victory for the SMUFU. The narrowness of the margin of victory reminded SMUFU supporters that they required the support of those who had supported the CUPE local. CAUT's assistance with legal fees in particular was of great benefit to SMUFU, which had limited resources to fight for certification before the NSLRB.

Despite the help of CAUT in achieving certification, SMUFU over time began to rely less upon its advice in negotiating collective agreements. Early success, in particular an initial collective agreement that faculty viewed as friendly, meant that the foundation from which future collective agreements would be negotiated was solid. After ratifying the first agreement, subsequent negotiations were conducted solely by SMUFU members; the union's lawyer read the agreement before ratification to ensure there were no gaps or problems with the clause language. The legal advice that SMUFU required was minimal once its negotiators gained experience and won victories at the bargaining table. Indeed, by the end of the period under discussion, SMUFU launched an internal investigation into whether there were still merits in remaining a member of CAUT. The issue for some

within SMUFU was that their membership was not producing tangible results for the fees they paid. They felt that CAUT was beholden to the Ontario member associations and to placating Québec's associations to the detriment of eastern and western Canada.

The CAUT understood both the short and long-term importance of supporting SMUFA and then SMUFU in their certification activities. While post-certification SMUFU relied less and less upon CAUT, the investment CAUT made in certification in general paid off as CUPE did not last long in the competition for organizing professors. In this regard, CAUT won the battles and ultimately the war with CUPE.⁷ The internal battles that CAUT fought through did not deter it from supporting its member associations that sought certification. The most visible manifestation of this support was in the opening of regional offices in Edmonton and Halifax, which had as their primary mission to support associations considering certification. Despite these offices only lasting five years, they represented a firm commitment to the permanent position of CAUT to support certification. The decision to close the offices came to fruition for two primary reasons. The first was that they cost a fair amount to operate and associations complained that they were paying for the duplication of services since all the information material came from Ottawa and during a certification drive the personnel assistance came from the head office as well. Further, these offices closed because the number of member associations that remained without a certified trade-union dwindled with each passing year. In western Canada, the provincial government made viable overtures to legislatively

⁷CAUT and its member associations, including those that did not seek certification, do not have a consistent or positive record in protecting part-time and contractual faculty members. CUPE, among other traditional trade-unions, filled this void and organized these workers across Canada one local at a time.

prevent faculty from unionizing, the cost of running the offices in relation to potential return on investment had declined too far. The second reason was derived from the first. The larger member associations that did not generally support unionization did not appreciate CAUT's willingness to spend large sums of its revenue on the offices, which made for easy targets. Pressure from multiple sources to close the offices were ultimately successful, but CAUT, through the offices, had achieved its long-term goal of remaining the sole nation-wide representative body for professors.

Carrigan's presidency was one that the faculty of SMU distrusted and disliked with each passing academic year. His presence on the BOG's negotiating team enhanced the decline in faculty support for his presidency because he manifested the difficulties SMUFU had in reaching fair and reasonable collective agreements. This was particularly true when SMUFU negotiated the non-monetary aspects of the collective agreement. The negotiations for the 1977-78 collective agreement revealed the depths to which the university was willing to stoop to achieve its goals when it retracted articles already agreed to at the negotiating table. SMUFU's executive committee declared the retraction to be an example of bad faith bargaining. While the NSLRB ruled against SMUFU, the testimony of Father Stewart struck a resounding chord with the general membership. His testimony revealed that it had been Carrigan who delivered the message that the clauses agreed to at the bargaining table had not been included in the list of articles and clauses on which the BOG's negotiating team was permitted to compromise. Many faculty members began to wonder if Carrigan or the BOG understood their vision of what was in the best interests of the university.

The referendum on faculty confidence in Carrigan in the autumn of 1977 represented the nadir in relations between the faculty, on the one hand, and the President and the BOG on the other. The tactical decision by the SMUFU executive to distance itself as far as possible from the hands-on aspects of the referendum, such as organizing and supervising the actual voting, was an important and wise decision which lent a greater sense of urgency and legitimacy to the process and made it more difficult for the BOG to characterize the results as manipulated. The overwhelming result – 115-16 on the side of non-confidence – reflected how far the faculty-administration relationship had deteriorated. Approximately thirty SMUFU members (out of 172) failed to vote, which made the results even more conclusive, as 82% of those who voted favoured non-confidence. The direct result was that SMUFU had increased its authority and legitimacy within the SMU community. The negotiated end of Carrigan's presidency left him in office but on the road fund-raising. This was deemed to be the best use of his remaining time, particularly since Carrigan intended to enter the Department of History as a regular faculty member. Removing the president from academic affairs was not the same as having him fired, but the faculty had demonstrated their collective will.

By the time Carrigan's presidency ended, and before the BOG's search committee settled on Dr. Kenneth Ozmon as the new President, SMUFU concluded with relative ease another one-year collective agreement. Settling this agreement was something that SMUFU was under tremendous pressure to conclude because it was the first one to be negotiated without Carrigan's involvement. Some within SMUFU believed that this collective agreement needed to be concluded quickly and without acrimony, job actions,

or a strike vote. The absence of Carrigan did not necessarily remove the impediments to reaching an agreement; indeed, the return of Eric Durnford quashing hopes of a quicker settlement. Any disagreements with the substantive academic issues needed to be resolved at the table in the summer if the majority of the general members were to continue supporting SMUFU and its executive committee. That SMUFU's negotiating team was able to achieve that goal was important for the long-term credibility of the union.

The dynamic reality that is a university is revealed through an in-depth discussion and analysis of its life as an institution, the people who form its community, and the way the constituent members interact with each other. In this dissertation the focus has been predominantly on the relationship between the faculty and the administration, particularly the president and the BOG. The importance of the students has not been underestimated, although in the realm of contract negotiations the voice of the student was greatly diminished by circumstances beyond their control. The relationship between the faculty and the university went through a cathartic process in the 1970s that extended beyond this singular relationship. Financial constraints were imposed by external sources, such as the provincial government, student enrollment levels, and the existence of the Anti-Inflation Board. In order for SMU to maintain and enhance its status, the faculty demanded a stable work environment; indeed, this particular ideal was something on which the faculty was unwilling to waver. Through SMUFU in particular, the faculty was able to achieve a greater sense of predictability in how the university operated. While long-term certainty could not be achieved in this type of relationship, the faculty demanded that the university operate in a transparent, accountable, and consultative manner.

It was of paramount importance to the SMU community that the university's administration be perceived as managerially competent. SMUFU was able to negotiate collective agreements that embodied many of the ideals in which the general membership believed strongly, including salary increases in a competitive market without risking the financial position of the university. The dedication of a core group made it possible for the union to achieve these goals. Of particular importance was their collective ability to become proficient negotiators. This was an important contributor to the success of SMUFU, which was not comfortable with any semblance of dependence on an external organization for support, assistance, or collaboration. The relationship with CAUT reflected the ability of that core group; CAUT's expertise was important at the outset but less significant later on. For associations/unions such as SMUFU the most valuable assistance CAUT could provide was financial. SMUFU did not emerge from the Carrigan era as victors or the university as a loser. This was never part of the union's equation; indeed, the goals of the union and the BOG were in many ways quite similar. At bottom, both could claim equally that they had the best interests of the university at heart. The ability of the union to marshal support required that it not adopt radical positions.

Between 1963 and 1979 the university underwent a radical transformation on many levels; the students, faculty, physical plant, organizational structures, and governance models all change significantly. The small all-male, Jesuit-administered, Archdiocese of Halifax-owned university matured in a hurry. The ability of the university and its constituent parts to control and guide this growth revealed the competing, yet symbiotic, positions of the faculty and administration. Both required the support of the

other and the other constituencies, even if this was at times difficult to attain. The union of professors was formed in reaction to the BOG's decision to reject the previous tenets of the relationship between SMUFA and the Jesuit administration. The adoption of a strict interpretation of the SMU Act and the decision to adopt fresh bylaws governing relative aspects of the academic life of the university without consultation or respect for the faculty was perhaps the single greatest cause of unionization. This was neither inevitable nor unavoidable. The presence of two competing unions at the university in 1973-74 greatly increased the likelihood of unionization as both recruited supporters. The final vote between SMUFU and CUPE was close, with the overwhelming majority of faculty members at SMU voted in favour of some type of union. Following that vote, the faculty could act cohesively toward the common goal of a more harmonious relationship within and among the SMU community without risking the academic freedom of its members, security of tenure, or the spirit and mission of a liberal arts university.

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