"ombudsman"

Tenure — What it is

The Vanek case has revived interest in the question of tenure again, on this campus. Usually there's some confusion about what tenure involves, among faculty as well as students. This year, with a new contract and faculty handbook just being negotiated and interpreted by the Staff Association, the confusion is more pronounced than ever.

Tenure is still, somehow, reputed to be some kind of magical thing: a protective shield better than the deodorant ads can promise you, which makes faculty members immune equally to unjust harassment and justified indignation. Happily or unhappily, depending on whether you want to get rid of incompetents or defend mavericks, it just ain't so.

If you have problems you want the "Ombudsman" to help with, or if you're someone who wants to help solve others' problems, contact Dirk Schaeffer at 439-6486 (in person at 1010 Newton Place, 8515-112 St.) or Kevin Gillese in *Gateway* 432-5178 (Room 282, SUB) or at home, 433-2136.

Tenure, formally, is nothing but a one word expression for "appointment without contract." The idea is that, if you have a contract, it has a termination date. When that date arrives, theoretically, your appointment to the faculty *could* be cancelled by anybody with enough power or pressure to force that issue, for any reason. Since there was a time, once, when outside political interests threatened to force the dismissal of faculty holding "unpopular" beliefs — political, religious, social— faculty and administration banded together to invent the notion of tenure, mostly as a screen the administration could hide behind when threatened with this kind of pressure.

The idea sounds sort of noble, and I suppose most people thought it was (defending academic freedom, and like that), but it was less than wholly honest in the first place and has changed so much in both interpretation and fact in the second place, that it is now open to a whole slew of questions.

First of all, as a screen for the administration it was expedient, but somewhat hypocritical.

Secondly, it was and is terribly paternalistic. Tenure is something the administration *gives* you — lately, with the proviso that you've earned it. It is not something you bargain or negotiate for. It is not something you can refuse. (The case has never arisen, as far as I know, but it *has* teased my mind — what happens if the Dean says, "Okay, Jack, here's tenure," and Jack says back "Thanks, but no thanks, Deano; I don't want it?" There simply has been no thought given to that possibility, as far as I know.) And it is a one-way street: The University cannot sever *its* relationship with *you*, without cause; but you can, at any time, for any reason.

Perhaps because of these basic ethical weaknesses, it quickly became easy to pervert the ideals of tenure. On the faculty end, incompetents became immune. On the administration end, the tenure decision became the arbitrary tool of dismissal.

At most (maybe all) Universities, the procedure ran as follows: new staff was given a "probationary period" of typically, two to five years (at U of A, it has been two plus two, which has now been changed to two plus three). Before the end of that period, which was covered by time-limited, optionally renewably contract, a decision was made as to whether the staff should get tenure. Objective criteria for that decision were, of course, never formulated; often objective *procedures* for making that decision were only sketchily outlined. The result was that you spent your probationary period "being good" and "not rocking the boat" in fear and trembling that you might not get tenure; and after four or five years of ass-kissing, your lips and tongue typically formed habits that you just *knew* were right; besides, now it was your turn to get your ass osculated by the next generation.

And tenure became a magical screen.

But it isn't that any more. Under the new faculty handbook, the following provisions exist:

1. Tenured staff may be dismissed for cause. This provision has always been around: "cause" has never been clearly defined, but it means incompetence or reprehensibility sufficiently severe to convince the committee called to hear your case, as well as the President, Dean, and Chairman of your department.

2. Tenured staff may be dismissed if the University runs out of funds (say, because of government cuts) to pay them. The mechanics of this, the question of *which* staff get laid off in this situation, are apparently still totally unclear.

3. Tenured staff may be reprimanded for cause. "Cause" is in principle the same as for dismissal, only less severe. "Reprimand" can be anything from a letter of censure in the "permanent file" (whatever that is) of the staff members, through cuts in pay, to drop of rank, and on up to suspension without pay for an unspecified (that is, theoretically, unlimited; that is, theoretically, dismissal) period of time.

What these three provisions mean is that the status of "tenured" staff is no different from that of any employee in any working situation covered by a good union contract. On any job, you are typically given a probationary period of months or years, at the endof which you can be let go for "weak" cause. If you survive that, your union guarantees that you can't be fired for anything except due cause (meaning an arbitratable case has to be made against you), or financial reversal to management. That's exactly the rights tenured faculty have. Plus the fact that they, like any other unionized worker, can appeal to various bodies.

Thus, the real, tangible, financial, job-security effects of tenure now are no different from those that characterize any unionized job situation. The psychological effects *are* different though. I'll deal with those in the next column.

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Credit rates are criminal

OTTAWA - The Honourable Anthony C. Abbott, Minister of Consumer and Corporate Affairs, Nov. 1 spoke on second reading of the Borrower's and Depositor's Protection Bill outlining some of the far-reaching reforms contained in this legislation.

Federal legislation in the field of consumer credit has long been overdue. The Interest Act was last amended in 1917. The Small Loans Act has not been amended in 20 years.

Specific statutory ceilings on interest rates, now provided under the Small Loans Act, have proven to be ineffective as a consumer protection measure. Therefore they are not being continued by the Bill and are being replaced by a combination of provisions — uniform methods of calculating and expressing true credit charges, full disclosure of all conditions attached to a credit transaction, the unwarranted rate concept, penalty-free prepayment privileges and the criminal rate concept.

The Minister brought to the attention of the House the fact that loan sharking in Canada has become the second greatest source of income for organized crime — second only to the illicit drug traffic. The concept of a criminal rate of credit charge was introduced into this Bill to deal with this problem. Any person who makes a loan in excess of this rate is subject to criminal prosecution.

The Bill requires that all costs related to a loan be included in the total credit charge, and be clearly disclosed to the consumer in a uniform manner regardless of where he may reside and of the kind of loan that he is undertaking. The Bill bars any lender from charging any borrower a penalty for paying off a non-mortgage loan before the term of the loan has expired.