



THE INSTRUCTOR

April 2016

Editor: Karen Harper, Communications Officer

Welcome to the newsletter for CUPE 3912, **The Instructor!** I am your new Communications Officer. This newsletter comes at a critical time for us. This week is our Annual General Meeting on April 8, an important one before our next round of COLLECTIVE BARGAINING, which starts in late summer. Although we always try to negotiate for increased pay and benefits, this time we are pushing for **much** greater pay, benefits and compensation for research activities – EQUAL PAY for EQUAL WORK. Why do we think we can make a difference this time? In addition to support from CUPE and the Labour Council, we will now have support from CAUT (Canadian Association of University Teachers) and we are planning a coordinated approach. Read the newsletter to find out more and how YOU can be involved!

INTRODUCING THE CURRENT CUPE 3912 EXECUTIVE

Elections will be held for all CUPE 3912 positions at the Annual General Meeting on April 8. Please contact us if you would like more information about any of our positions.

Steve Cloutier, President

The job of the President is essentially that of a coordinator. The President is a member of and chair of all Executive committees including the grievance committee. The President ensures the smooth running of the union local. He or she ensures that all meetings are orderly and run according to the rules of order (for example, making certain that motions are submitted and properly moved on the floor). As chair, the President manages the discussions in the meeting, setting the speakers list and guarantee that



**CUPE 3912
General Meeting
Friday 8 April
2 pm**

**Saint Mary's University
Sobey Bldg.
Room 255**

**Elections:
All Exec Council Positions**

CUPE 3912 represents all part-time faculty employed at Dalhousie, Saint Marys and Mount Saint Vincent Universities, teaching assistants employed at Dalhousie University and Teaching English as a Second Language Instructors at SMU. You are a member if you have been employed in one of these categories anytime in the last three years.

every members is given a chance to speak and that all issues are fully and fairly debated so that members can make an informed decision. It is also the President's job to act as liaison between the local and the CUPE Regional Office in Burnside, CUPE National in Ottawa, and the CUPE staff rep assigned to the local by the CUPE Regional Office. All information between the local and the union at large flows through the President. The President also makes sure that the local, its Executive, its members, and all meetings comply with the policies and the constitution of CUPE. Thus, not only does the President act as the local's representative within the union as a whole the President also acts as the national union's representative within the union. It is the President's responsibility to make certain that all other executive members are doing their jobs and to step in and temporarily stand-in for other executive members if they are unable to attend meetings or

fulfill their responsibilities for any reason. An effective President needs to be aware of everything that is going on within the local and advise on the most effective response to each situation that arises.

Rory Leitch, Vice President Saint Mary's University Language Centre

CUPE 3912 SMU/TLC (formerly CUPE 4406) is comprised of 30-40 teachers of English as an Additional Language, all of whom work at the Saint Mary's University Language Center (980 Tower Road). I have been teaching at the Language Center for the past 10 years; I also teach graduate classes in Curriculum and Instruction in the M.Ed program in TESL that is jointly offered by SMU and MSVU. I have been the VP of our bargaining unit for the past 6 years. In that time, I have been an active member of the CUPE executive, have worked with my colleagues to formulate effective strategies and proposals for collective bargaining and, on a day-to-day basis, have helped TLC teaching staff to understand their rights and obligations under our collective agreement. Our current collective agreement was negotiated last August and will continue until 2018. As is the case with many other 3912 members, the biggest challenge faced by TLC teachers is to meet our own high standards of teaching effectiveness while dealing with the realities of precarious employment. While most of us have 10 or more years of full time service at SMU, we are still regarded as temporary workers and must reapply for our jobs every 8 weeks. While we have in the past negotiated successfully in terms of hiring policy, pay rates, and sick leave, the benefits we receive for the work we do is still woefully out-of-line with Canadian standards. Similarly, like many other 3912 teachers, we find ourselves increasingly excluded from discussions about the way our institution operates. Such is life in the modern university, dominated as it is by the perverse and exploitative logic of corporate educational dogma and neoliberalism. As VP, my goal is to try, where, when, and however possible, to act in concert with my fellow teachers to be a coherent counter-voice.

Carmel Forde, Vice President Dalhousie University

It has been my privilege to serve on the executive committee at CUPE 3912 for a number of years. Most recently I represent contract faculty members of Dalhousie as VP of 3912, and have served in other roles on the executive committee prior to

taking up this role. I believe our CUPE members ought to be far better compensated for their academic labour, and have served on bargaining committees for quite a few collective agreements, to forward our goals. As a representative on the executive committee I have taken the bulk of many of CUPE's courses for stewardship in the union, have attended a weeklong stewarding school. Briefly I represented 3912 on a regional global justice committee. I have served on the National Environment committee for CUPE for some time and I am now in my second term as co-chair; this entails serving on the Canadian Labour Congress Environment Committee. I was a member of CUPE National's delegation to Paris for COP21 in December 2015 with the National vice-president and other activists from CUPE. My activist work in the wider community is varied. I have attended national bargaining conferences, human rights conferences, and both national conventions and regional conventions for the union. At the moment I belong to the Coalition against austerity in Halifax. I believe it is possible for us to strengthen our membership and strengthen our collective agreements. It is important that we've recently seen changes to our bylaws, such as electronic voting, and I have seen our executive committee work tirelessly to bargain for much higher pay, benefits and improved working conditions for all our members. Some of our fundamental goals have included acquisition of extended health care benefits; dental benefits; pensions; we fight routinely to have long service recognition at CUPE for our members, we bargain to acquire conversion appointments for contingent faculty, and other ways of improving stability for our members. This executive is committed to continuing this fight for improvement of your job working conditions, and the learning conditions for our students, and I am proud to serve on this committee.

Philip Bennett, Vice President Saint Mary's University

As Vice-President of CUPE 3912 at Saint Mary's, let me first say a few words about myself. I teach physics and astronomy at Saint Mary's University, along with a course in statistics at Dalhousie from time to time. My specialty is in stellar astrophysics, in particular, the study of stellar atmospheres and winds. I've spent quite a lot of time gathering relevant observations using the Hubble Space Telescope. I've been teaching part-time at Saint

Mary's for the past nine years. As a part-time instructor, I usually end up with a different course each time, and so by now I've taught a good fraction of the available courses in the physics and astronomy curriculum. I got involved in CUPE 3912 because of my growing frustration with the treatment of contract faculty (called "part-time" faculty here) at the Halifax-area universities. At SMU – and the numbers are similar elsewhere – 75% of our membership has been teaching "part-time" for 5 years or more, and about 50% have been teaching for at least 10 years, yet the Universities treat us as casual labour. There are CUPE 3912 members who have spent their entire academic career teaching part-time, and they still have to apply to teach every course every term, without any guarantee of work or salary, and without any medical, dental or pension benefits. It is time to end this treatment of contract faculty, and my goal as Vice President is to do my best to achieve meaningful change for our members.

Karen Harper, Communications Officer

I am the most recent executive member, appointed just a few months ago after Shiva Nourpanah resigned at the last General Meeting. For the past nine years or so, I have taught courses in Biology, Environmental Science, Resource Management and Geography at all three major universities. I have also held a 50% FTE position at Dalhousie. A decade ago I was a tenure-track professor at Laval University, a position that I left due to family reasons to move to Halifax. So I have extensive experience teaching different types of courses in different kinds of positions at different universities. I also maintain an active research program by holding research grants, writing papers and supervising students. I became interested in becoming more involved with CUPE 3912 for two reasons. First, I want to improve communications to all members. For more than five years I was not even aware that I was part of a union. Communication in a union of temporary workers that often switch employers is a challenge, but it is one that we are improving, starting with a new system of email communication. Second, after years of complaining about poor pay and working conditions, I want to do something about it. I plan to be part of the negotiation teams at two universities, but my main task will be to coordinate negotiation teams among the three universities to ensure we get real change for our members at all three institutions.

ONLINE CONTRACT ACADEMIC STAFF – WE'RE FIGHTING FOR YOUR RIGHTS

It seems that the Dalhousie administration is intent upon preventing contract academic staff from acquiring the rights to representation, to grievance processes, to adequate stipends and increases, and to precedence, whenever it is conceivable to contravene the collective agreement between 3912 and Dalhousie.

Currently, Dalhousie has for some time excluded the teaching faculty that teach online, or "off-site" as contract academic staff. These faculty have not been recognized by Dalhousie as teaching in a "degree-granting" program at Dalhousie. Yet, when we peruse the list of courses taught online, none of these courses has any exclusions to add to the regular information – because they are all courses within degree programs at Dal.

For example, Introductory Biology is taught online, and students acquire .3 credit hours once they complete it. So too we can find Basic Human Anatomy, Business Accounting, Health Care Economics, and many upper-level courses, one of which is called Management Capstone course part III. This is a serious issue for contract faculty, who are now teaching approximately 400 online classes for degree programs at Dalhousie.

Apart from the flagrant abuse of ordinary language used by the administration in communications with 3912 (since each of these courses is taught precisely within "degree-granting" programs) the absurd conclusion is drawn by the administration that these faculty members who teach either "off-site" or online would not be teaching courses for degree-granting programs at Dalhousie, when Dalhousie hired them specifically to do that job.

Our union is taking this issue to the arbitrator, to fight for representation of all contract academic staff at Dalhousie.

In solidarity
C. Forde
VP 3912 Dalhousie

FACULTY OF AGRICULTURE – PRECEDENCE AND STIPEND WOES

Within this past year, members of our executive made visits to the campus at Truro to speak to new members of CUPE 3912, the contract faculty who have been teaching at the Faculty of Agriculture. Due to the merger of Agricultural campus with Dalhousie in 2012, a new relationship has been developing, and this relationship is confused, confusing, and to some extent problematic for contract faculty because of the determinations that the Dalhousie administration is making about course credit hours.

Precedence

Because of the negotiations with Dalhousie Administration, the collective agreement with the Faculty of Agriculture specifies that members at the Truro campus begin collecting points for precedence after the agreement was signed. While it may be the case that members who have taught there for many years will receive greater stipends than the basic minimum, it is not the case that the Administration would count previous teaching toward any precedence. Hence, the articles about precedence for 3912 apply to new members. One must teach 3 courses over two years in order to qualify for precedence.

This fact is quite troubling to many who have taught at Truro for some time, and who have taught perhaps 20 courses over that time. However the administration suggests that if they have taught for a long time, their stipends will be on the higher end of our scale.

Postings

Also troubling for members at the Truro campus, is the new set of regulations about posting jobs, and application formulae, the deadlines, and the entire set of new practices for the Faculty of Agriculture. The Dean, Assistant Dean, and the academic staff liaison are in the process of trying to regularize the new cultural techne at Truro, and admit to having made mistakes in the posting of some jobs in the fall of 2015, the mistake being that the pay posted was in their words “too high” and was in their minds wrong.

Contract faculty at Truro campus do not necessarily agree that the pay in those postings was erroneous. Some members argue that the higher pay they received in the fall is the pay they should

receive now, and especially when the faculty involved have created the department and courses themselves.

Stipend woes

The first meeting with the administration over an issue at Truro campus was troubling. The administration attempted to shift responsibility to CUPE 3912 for the changes that Dal was making to the credit course hours and the very stipends that the faculty were to receive at Truro campus. The determination by the administration was false, the argument was made that according to the calendar, course credit hours must be either .3 or .6 – this is blatantly false – as one can have (and calculate) any course credit hour count. A department can make a case for a .5 credit course, and so on. Any of this would be perfectly consistent with CUPE practice, because we have a sliding scale to apply to credit hours.

But, the administration seemed to determine that a course that had been .5 credit hours had to become .3 in order to fit Dal’s decisions. They scaled back a course for which they had provide a larger stipend one year, to fit a .3 credit hour course, and then made the pay commensurate. In the process they attempted to shift blame for less pay onto CUPE.

Yet, CUPE 3912 does not set the credit hours, but the university does. We do not, at CUPE 3912, set the pay scale. We negotiate it with the university, and believe me, we fight for much more in the way of increase, than we receive. CUPE 3912 did not ask for the merger with the Truro campus, the university did. The Dalhousie administration and the Senate created the new system under which the contract academic staff appear to fall short of their previous stipends.

The executive at CUPE 3912 is concerned about any such issues that occur at the Faculty of Agriculture. Please contact our office if you have such experience.

In solidarity
C. Forde
VP CUPE 3912

THE PRECARIOUS LIFE OF THE CONTRACT ACADEMIC – IT’S TIME FOR CHANGE!

Contract faculty now teach the majority of courses in some departments. I have compiled some statistics of interest for my own, rather typical, department. In my department, for the five terms (16 months) from Jan 2015 through April 2016, a total of 9 full-time faculty taught 19.0 FCEs (1 FCE equals 1 course running for the entire academic year; a standard single term lecture course is 0.5 FCE), comprised of 25 lecture courses and 26 labs. During this same 16 month period, 10 part-time faculty in my department taught 15.50 FCEs (26 lectures and 10 labs in total). But part-timers tend to teach larger courses, and especially the large, first year introductory courses. When enrollments are factored in, the average part-time faculty effective teaching load in my department was 36% **higher** than that of the full-time faculty, as measured in “student-FCEs” (the number of students enrolled in a course times the number of course FCEs: a measure of overall teaching effort). And they call us “part-time”!

All of this part-time teaching is being done for a fraction of the salary of the full-time faculty. Over this 16-month period, the average salary paid to a full-time faculty member of my department (Astronomy & Physics) to teach 1 FCE was \$73,000. The average salary paid to a part-time faculty member for the same work was \$17,000, just 23% of the full-time amount. On a per student basis, the discrepancy is even worse: the average salary cost for a full-timer to teach one student a 1 FCE course load was \$2400, compared to just \$220 for a part-timer. ***On a per-student basis, the part-time faculty member receives, on average, just 9% of the full-timers salary to teach one student 1 FCE.***

When one considers the university’s operating revenue per student per FCE is \$3900, it is clear that part-time faculty are heavily subsidizing the operation of the university. Even allowing for the fact that full-time faculty have other paid duties (research and service) this salary inequity is completely unreasonable and unjustifiable.

There is nothing particularly unusual about my department. Overall, at Saint Mary’s, part-time faculty teach about 1/3 of the courses, but about 1/2 of all students, at a cost of about 5% of the University’s operating budget. In contrast, full-time faculty salaries make up 60% of the operating budget, and their benefits cost a further 8%. The

enormous inequity of this situation can be summed up in a telling statistic: ***part-time faculty teach about the same number of students as full-timers for just over half the cost of the full-time faculty’s ****benefits** alone!*****

And if this inequity was not enough, part-time faculty carry out their teaching – an integral part of student education training at Saint Mary’s – without benefits, without pension, without private office space, without job security, and without any option of career advancement or path to a permanent job. We have virtually no say in departmental or university governance. Because we are paid so little, universities make money from courses taught by contract faculty – our courses are “profit centres” for the university. In these days of contracting out cheap labour, universities don’t even have to look overseas – their cheap labour is us. A few decades ago, contract faculty were used, sparingly, to fill a genuine need for short-term substitute instructors. But since then, the system has evolved so there is now an entire under-tier of semi-permanent low-paid contract faculty. Our jobs – by the standards of our time – are precarious. This intolerable situation for this day and age that cannot be allowed to continue.

And the time is right for change: the Collective Agreements at all three bargaining units (Dalhousie, Saint Mary’s, and Mount Saint Vincent) in CUPE 3912 expire at the end of August 2016. I believe we should pursue a coordinated bargaining strategy seeking a common set of reforms at all three universities in the coming months. To this end, we are also looking for interested members to serve on bargaining (and other) committees. Ideally, members should have precedence in the appropriate bargaining unit.

As for bargaining goals, ***I would like to start by working towards five key objectives:***

- ***Pay equity*** with full-time faculty: equal pay for equal work
- ***Medical, dental and pension benefits***
- ***Continuing part-time appointments***, after completion of a teaching threshold
- ***Research stipends*** for supervision of student research
- ***Participation in university governance*** (Senate, BOG) and departmental committees

Philip Bennett, Vice President CUPE 3912 (Saint Mary’s)

COLLECTIVE BARGAINING TIMELINE

2015 – Dalhousie’s previous collective agreement was ratified, CUPE 3912 executive and other members discussed ideas for collective bargaining in 2016, CUPE 3912 joined CAUT January-February 2016 – Some ideas for demands were circulated among executive members, the idea of coordinating negotiation teams was proposed, CUPE 3912 bylaw amendments were passed including one that states that at least two members at large should be on each negotiation team in addition to the CUPE 3912 president and vice-presidents of the bargaining institution, Julie Quinn was appointed as a member at large to the Saint Mary’s University negotiation team

March 2016 – The Communications Officer attended the CAUT Chief Negotiators Forum and got lots of ideas for the negotiations process and received lots of support from CAUT and faculty associations

April 1, 2016 – The negotiation process was discussed at the CUPE 3912 executive meeting; a motion was carried to create an umbrella negotiations committee with the Communications Officer as chair.

April 8, 2016 – At the Annual General Meeting, the negotiations process including ideas for our demands and communications strategies will be discussed, other members at large will be appointed to the negotiation teams

June 2016 – A two-day collective bargaining workshop will be put on by CAUT for the negotiation teams and any other members who are interested!!

Summer 2016 – Preparation for collective bargaining will intensify including meetings for the umbrella committee of all negotiation teams

September 2016 – Collective bargaining – the hard work begins!!

How YOU can get involved

We are developing strategies for more formal ways of reaching out to members – informing members and soliciting their ideas. Here are some ways that you can get involved:

- Become a member of a negotiations team
- Participate in our collective bargaining workshop

- Share your ideas on our demands or communications strategies by contacting any of the executive members at any time!!

OPPORTUNITIES FOR CUPE 3912 MEMBERS

- We need someone with precedence at Saint Mary’s to be on the Labour/Management Committee. This committee is intended to provide a formal vehicle for addressing Union concerns outside the grievance and arbitration procedure. One example of these concerns is the shortage of computers for part-time faculty. Please contact Phil Bennett, Vice-president Saint Mary’s University, for more details.
- The CUPE 3912 Bylaws state that there is an Education and Newsletter Committee; however, it currently does not exist. As communications officer, I would be interested in resurrecting this committee, especially at this crucial time starting the negotiations process when I could use some help. Please contact me (KarenHarper@eastlink.ca) if you would like to be part of this committee!
- CUPE Nova Scotia Higgins Insurance Scholarships are awarded by CUPE Nova Scotia. There are two scholarships valued at \$1,000 each available annually. Individuals planning enrollment at an accredited post-secondary institution in the 2016-17 academic year may apply. Union members or sons, daughters or legal wards of a member are eligible. The basis of awards shall be the applicant’s financial need and current and ongoing volunteerism/social activism in his/her community. Applications are due May 15; forms are available by contacting the CUPE 3912 office at cupe3912@dal.ca.