



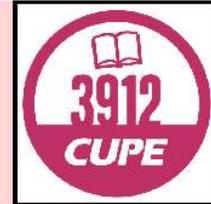
THE INSTRUCTOR

September 2016

Editor: Karen Harper, Communications Officer

Contact: communications.cupe3912@gmail.com

Welcome to the newsletter for CUPE 3912, **The Instructor!** I am your Communications Officer. We are approaching a critical time for us. We are starting a new term – watch out for orientation events and especially our Meet and Greets – and we soon begin our next round of COLLECTIVE BARGAINING. 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? We have now hosted two workshops on Collective Bargaining, and Communications and Media Relations by CAUT (Canadian Association of University Teachers), who can also assist us throughout the process. We also have enthusiastic, hard-working negotiation teams of executive and regular members preparing for bargaining. Read the newsletter to find out more and how YOU can be involved!



CUPE 3912 Meet and Greets

MSVU noon Sept 23 Vinnie's

SMU noon Oct 6 tbd

Dal 2:30 Oct 13 Univ Club

Truro 3:00 Oct 18 Riverview

Refreshments served

INTRODUCING THE CURRENT CUPE 3912 EXECUTIVE

Elections are held for all CUPE 3912 positions at the Annual General Meeting in April. However, we are currently seeking to fill the positions of Treasurer and Vice-president Dalhousie Studley Campus Teaching Assistants. Please contact us if you would like more information about either of these positions.

Steve Cloutier, President

One of my major initiatives as President of CUPE 3912 has been to increase communication with members. Historically, there has been very little communication between the Executive and its membership. It was a situation that did not benefit either group. The membership was not engaged with its union and often felt that decisions were made behind closed doors. Neither was it good for the Executive. Because there was little or no communication with members, past executives could never be sure that they had the support of the membership in discussions with the employers. Any strength we have as an executive ultimately comes from knowing that our membership is fully behind any actions we take. It was, in fact, this lack of communication that motivated me to get involved in the union. With the help of the Executive, I have implemented new positions and

procedures to help improve communication. Karen Harper, the Communications Officer, has formed a committee whose sole focus is to facilitate this communication. We have a Facebook page which has proven to be valuable for us, and we are in the process of reviving our Twitter account. The executive has been slow in creating a social media profile, but, by doing this, it is my hope that we can provide information to members more easily especially when contract negotiations begin. At a membership meeting, we also created the position of part-time liaison, a position designed to be the "boots on the ground" for the Executive and help to arrange meetings between the members and the vice-presidents of the various universities. These efforts are obviously ongoing as the Executive finds more effective ways to engage the membership. We have already seen our initial efforts bear early fruit. We have seen an increase in the number of members who have contacted us, and earlier in the summer we sent around a survey in preparation for the upcoming negotiations and the response rate was higher than any other survey we have done in the past. I am aware that we still have a long way to go in establishing lines of communication between the Executive and the members. We still need to find a way to use the liaison more effectively to create an engaged membership. The current state of affairs plays into the hands of the employers. The only way for our to truly create better working conditions for ourselves is to create stronger ties between the Executive and the membership. The idea that there is strength in number may sound like a cliché, but it is true. To effect concrete change, we must work together, and it is the responsibility of the Executive to ensure that members have ample means to connect with the Executive and each other.

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

On August 4th, CUPE 3912 SMU TLC was very happy to host an "Awesome Colleagues" Meet and Greet at the Gorsebrook Lounge to acknowledge and celebrate the contribution that 5 of our senior teachers have made at the Saint Mary's University Language Center over many years. Between them these great teachers have contributed almost 75 years of outstanding service to the Language Center. At the event, I was honoured to speak for teachers past and present in expressing our deep gratitude for the solidarity these teachers have shown to their many colleagues and co-workers over the years and for the tremendous impact they have had on the lives of countless students. These truly are awesome teachers!



Front row from the left: Sister Mary Tobe, Brother Rory Leitch, Sister Sherri Klein (beside Rory). Holding the CUPE 3912 banner: Sister Hanna Fraser and Sister Joan Bears.

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. This year – for the first time – I am teaching full-time on a limited-term (10-month) contract at Dalhousie. 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, and my objective as Vice President is to improve the working conditions of part-time faculty.

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 contract faculty 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 this goal. As a representative on the executive committee I have taken the bulk of many of CUPE's courses for stewardship in the union, and I 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. I have attended national bargaining conferences, human rights conferences, and both national conventions and regional conventions for the union. I believe it is possible for us to strengthen our membership and strengthen our collective agreements. Our executive committee works 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 and 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.

Leigh-Ann MacFarlane, Vice President Mount Saint Vincent University

It has been a busy summer preparing for a new round of collective bargaining. After attending a CAUT collective bargaining workshop, I have spent the summer working with the umbrella negotiation committee and members to identify matters that are important to part-time instructors at MSVU. We have made great progress and will continue to work to best serve the part-time instructors at MSVU. It will be my focus this year to collect and share information regarding space, facilities, resources and support available to part-time instructors. Please feel free to contact me with any questions or concerns regarding your employment at MSVU. I can help you navigate the university, utilize policy to make the best of your experience at the Mount and build your teaching profile. I would like to welcome all members to join me in celebrating a new academic year at the Mount September 23rd 12 – 2pm at Vinnie's Pub for a union meet and greet event.

Karen Harper, Communications Officer

I have been very busy in my first 8 months as Communications Officer. After attending the CAUT Chief Negotiators Forum in Ottawa, I organized CAUT staff to come to Halifax to conduct the two workshops on negotiations and communications. We had good participation and especially welcomed several regular members, some of whom continue to be involved in CUPE 3912 activities. I have also been chairing the umbrella committee and conducted the survey of our members. I was quite please with the response rate, which was quite high considering it was during summer. Thanks to all of you who participated! I am recruiting members for a communications team (Newsletter and Education Committee) to help me with the many communications activities that could and should be done for our union including this newsletter, our website, Facebook, Twitter, surveys, letters to the editor, participation in Labour Day and May Day activities and much more. There is still so much that can be done to improve outreach to our members and communication with the outside community including the media. Please contact me if you can assist in any way.

Cameron Ells, Vice President Dalhousie University Sexton Campus Teaching Assistants and Markers

CUPE 3912 collective agreements with Dalhousie University cover Teaching Assistants (TA's) and Markers, in addition to those delivering instruction on a part time basis. In the 2015-2016 academic year, I was a Teaching Assistant or Marker for three engineering courses. I was also a student Academic Advisor and guest lecturer. When I started, I did not realize that I was automatically covered by the CUPE 3912 agreement with Dalhousie University, even if I did not make any effort to become a member of the union. If I was being paid as a TA or Marker, I was automatically benefitting from the CUPE 3912 collective agreement with Dalhousie University, and automatically having a small percentage of my pay being deducted as union dues. A copy of the agreement is available on the CUPE 3912 website, as are some useful resources for Teaching Assistants. Markers and TA's are typically short term roles that are relatively minor additions to other activities (e.g. academic, professional). They are useful for their experience and for paying some bills, but in itself they are not typically one's main long term employment, activity or plan. However, for a Marker or TA who is studying most of the time, these modest dollars can be a very significant portion of a modest disposable income. For Markers and TA's, I am interested in the consistent application of our collective agreement. Dalhousie University is a large organization, with a certain amount of new people each year associated with giving various courses. It can happen that a new course instructor is not always aware of the administrative requirements and responsibilities of their relationships with Markers and TA's, or how to get things done administratively. We seek to have the collective agreement consistently applied, without exception. Exceptional circumstances are more likely to happen when Markers and TA's are working with people giving a course for the first time.

- Are the Marker and TA opportunities an open competition for at least 5 days?
- Are you aware of the hourly rate of pay?
- Are there written expectations of the number of hours involved?
- Are you aware of the scope of work involved with your Marker or TA agreement?
- Are your mid-term and exam marking efforts accounted for in your agreement?
- Are you aware of weeks where more than 14 hours of time for a course is expected?
- Have you (and the Dalhousie course representative) signed the "Teaching Assistant Duties Form" before starting your activities?
- What if your actual workload differs from the contracted number of hours?
- Are there uncertainties about working conditions that are not a good fit for you?
- Are your banking arrangements resulting in timely payments to your account?
- Are you receiving timely Brightspace access for the applicable courses?

This fall, a new round of bargaining begins between CUPE 3912 and Dalhousie University for a new collective agreement. My perception is that the interests and greatest short term issues of potential concern for Markers and TA's at the Dalhousie University Sexton Campus relate to consistently applying the already agreed to collective agreement. In my Marker and TA experience, the spirit, intent and letter of the collective agreement was not always or consistently applied. I also experienced positive problem solving Dalhousie staff when they later became aware of such circumstances. In seeking to improve this situation, I approached CUPE 3912, and now am writing this introduction as a Vice-President. We are interested in your Marker and TA experiences, and that they meet or exceed the reasonable expectations of those involved in these contracted relationships. How are things going? What could be better? Please let us know. Perhaps it is something to include in the upcoming round of collective bargaining. Perhaps it is making sure the current agreement is communicated and consistently applied. Please let us know. Incremental improvements are often the most sustainable or enduring. There may be sometimes fuzzy scopes of work. There may be misplaced or evolving expectations about schedules, budgets and scopes of effort. There may be some accounting to be done for learning curves and the limited available support resources. Good communications, clear agreements and contingencies help to address uncertainties. This may be your experience at Dalhousie now, and later in the contracted, service providing world of professional engineering, architecture, planning, construction, projects and more.

OUR ANNUAL GENERAL MEETING, APRIL 2016

More than 20 members attended our annual general meeting. We had reports from most of the executive members and executive officers were elected, all unanimously. Motions included appointing members to the Negotiating Committee and to the Labour/Management Committee at Saint Mary's University. Other highlights included new emails for executive members, the development of an email distribution list to reach more members, notice of upcoming collective bargaining including announcement of the umbrella committee and joint committees with faculty unions, CUPE 3912 membership in CAUT, notification of various grievances, issues of the Labour/Management Committee including access to computers and updates on Truro members, employment equity and backpay. Please contact us if you would like complete minutes of the meeting.

The new executive committee for the year 2016-2017:

President – Steve Cloutier, president.cupe3912@gmail.com

Secretary Treasurer – Diego Rojas, secretary.treasurer.cupe3912@gmail.com

Recording Secretary – Tatiana Rossolimo, recording.secretary.cupe3912@gmail.com

VP SMU – Phil Bennett, vp.smu.cupe3912@gmail.com

VP MSVU – Leign-Ann MacFarlane, vp.msvu.cupe3912@gmail.com

VP Dalhousie University, Part time instructors – Cameron Forde, vp.dal.cupe3912@gmail.com

VP Dalhousie University TA, Sexton campus – Cameron Ells, vp.dal.ta.sexton.cupe3912@gmail.com

VP Dalhousie University TA Studly campus – Christina Behme, vp.dal.ta.studley.cupe3912@gmail.com

Communications Officer – Karen Harper, communications.cupe3912@gmail.com

St. Mary's Language Centre Representative – Rory Leitch, vp.smu.tesl.cupe3912@gmail.com

Representative for Truro Campus – Daryl Hayes

Trustee, 3 years – Sebastian Labelle

ON PRECEDENCE

Contract faculty accrue precedence at each university, separately. Precedence is “seniority” and is treated as seniority at each of the universities: Dalhousie, Saint Mary's and MSVU.

How to get on the precedence list

Precedence is not automatic. At each university there is a probationary period, often a period of approximately two years, during which an instructor must teach at least several courses successfully, after which one acquires precedence at that university. Precedence, then, is a status and once acquired, it provides the possibility of challenging unjust applications of hiring practices in a given department. Precedence is held throughout the university in which it is acquired, meaning that it is not limited to the department in which one most frequently teaches. It does not apply across universities, however. An instructor with 20 points at MSVU may have only 2 points at Dalhousie and none at SMU. Each university has its own requirements for establishing precedence for a member. Let's take Dalhousie: in the case of Dalhousie's precedence requirements, an instructor may be hired to teach a course (or two courses) during a specific term. If one teaches only two classes over that period, one is not in a position to acquire precedence. The department in question (and the human resources personnel) tracks the work done by a specific instructor and if a department chooses to hire a person for three courses over a period of two years, then that person is placed on the precedence list. At each of the three universities there is a graduated rate of pay that correlates to the amount of precedence points one accrues over the years of teaching assignments until one reaches the cap for that scale. Note that qualifications are always in play in determining the candidates for hiring. If someone with lower precedence is a specialist in material in which you are not a specialist and if the posting singles out this specialty, then qualifications override your points. One must be qualified for a course in order to compete on the precedence points. When two persons are equally qualified, higher precedence counts as the determining feature in making the hiring decision. The union and the administration both want to ensure qualified persons teach courses. Postings specify the qualifications for a position. If a posting says “M.A. and teaching experience at university level”, then many people might be

qualified and precedence will determine who is offered the course. Always check the posting articles and read your collective agreement for the institution in question to determine how precedence is acquired and how it operates.

At Truro Campus

Recently, at the Truro campus, part-time faculty acquired formal collective agreements through which they will begin to acquire precedence. Because no seniority was formally tracked through the years an instructor may have taught, there has been a recognition of length of service for some faculty (that is, they may receive an incrementally higher rate of pay than a new instructor). But without a collective agreement in place, there was no requirement that Dalhousie track the seniority of instructors and track precedence points. In the next year or so, we will see instructors from Truro placed on the precedence lists for that campus.

Does a Teaching Assistant acquire precedence?

Teaching assistants at Dalhousie (only) acquire priority for teaching in a course once they have taught it. However, such priority only lasts for a year beyond the first year of such assistance. Teaching assistants do not acquire precedence points.

Monitoring precedence lists

In recent years at all of our institutions, there have been cases where precedence lists have been ignored or avoided, or contested unjustly. In each case we have challenged such actions, and we have been successful because precedence is one of the considerations that must be taken into account when hirings take place among the part-time faculty at the universities. If you are a member of CUPE 3912 you should check precedence points each year as a matter of course to ensure that the departments in which you teach are applying these points after a course assignment. Every member should also pay close attention to any of the hirings of CUPE members that occur in their workplaces to confirm that each hiring respects precedence, since it is one of the most significant rights we have in CUPE 3912.

Can I lose precedence?

In the past we have seen grievances arise concerning removal of members from precedence lists; for example, some years ago at MSVU two members were removed from the list as a result of claims of unsatisfactory overall performance by the chair of their departments. If a member is removed from a precedence list, they are in effect dismissed since once their precedence points are lost, the applicant now has no seniority. The Union challenged the use of the chair's evaluation form in a grievance and showed that there were no consistent interpretations of categories of meaning in the forms used at that time for the evaluation. There can be quite inconsistent uses made of such forms, and we are reviewing such evaluation forms this coming contractual period as we do routinely. The executive committee also reviews the collective agreements at each university to see how we may recognize long service in other ways beyond precedence and pay scales. Since many of our members teach far beyond the points needed for the top rate of pay, there is no increase for some of our members for years and years of work. This too is a concern for our executive, and we are working to see how we can remedy this in a new agreement.

Does precedence cease at some point?

Finally, even if you are not teaching at a university one year, and return after one or two years, your precedence points do not disappear. Whatever points you have acquired are in place and should remain in place for several years. In our collective agreement, we have bargained that precedence remains in place for 3 years even after you have completed your last teaching assignment. This agreement lasts only for three years past your final teaching assignment, so should you fail to return to the institution after those 3 years, your previously accrued precedence points cannot be retrieved and applied at a later date. If you are rehired, you may begin to accrue precedence points once again.

In solidarity, Carmel Forde, VP Dalhousie University

SUMMARY OF RESPONSES TO OUR SURVEY

Thank-you to everyone who completed the survey! Here I provide a brief summary; contact me if you would like a copy of the more detailed summaries of the results of the surveys from part-time instructors and those from TAs (and markers and demonstrators). Respondents to the surveys taught at a variety of departments at all three universities for varying lengths of time. Members of our union appear to be evenly distributed between those who are relatively new to teaching and those who have taught for more than 2, 5, 10 and even 20 years. Many have been both part-time instructors and teaching assistants. Teaching is not the primary source of income for about half of survey respondents; some of whom noted that this is because of the low pay, but others noted that it is important as supplementary income. Many instructors were looking for full-time positions as instructors or tenure-stream professors, but others expected to continue what they are doing now and a small proportion had given up looking for full-time work. Generally TAs expected to still be at university in some capacity, but some expected to be working outside academia. In response to our open-ended request for ideas to bring to the negotiations, the top answers were:

- SALARY
- equal pay for equal work
- benefits (instructors)
- continuing position (instructors)
- health benefits (instructors)
- nothing (TAs)

There were many excellent ideas, so I included ALL responses to this question in an appendix in each of the files. In particular, there were many descriptive ways of saying that we need to be paid more! The answers to our directed question about the importance of different issues for negotiations also showed that salary was by far the most important issue, followed by the option for continuing appointments, compensation for research-related activities, and office space and facilities. Very few respondents had external research funding (other than graduate student funding for TAs) or had supervised students. Responses indicate that this may in part be due to lack of support or funding from the universities. Most respondents are not interested in sitting on committees. However, some indicated that they would be very interested if they were paid. Thank-you again for your input! Please note that we do pay attention to all your ideas. However, sometimes we are not able to include all ideas in negotiations, often because of constraints beyond our control.

BASIC FAIRNESS FOR CONTRACT ACADEMIC STAFF

In the April 2016 edition of *The Instructor*, I outlined the basic unfairness of the “two-tier” system in academia: on a pro-rata per-course basis, regular or full-time faculty get paid several times the amount of part-time or contract faculty (i.e. us!) for teaching exactly the same courses. The full-time faculty also receive generous benefits and job security that our members can only dream of. Another major distinction between the two tiers is that the regular faculty “run the show”; they control and manage the academic agenda of the university – the process of academic governance – via service on the Senate and various university and departmental committees. In contrast, part-time faculty tend to operate in the shadows: they have an ephemeral presence on campus; they come, teach and leave with at most a limited presence in a shared office and they usually have little or no presence on departmental websites. Nevertheless, part-time faculty are often expected to contribute to university service as unpaid labour (e.g., writing student letters of reference). Full-time faculty have a sense of belonging to the institution that part-time faculty never have. When asked to justify this state of affairs, university officials will typically say that this difference reflects the quality of full-time versus part-time faculty. But does it really?

While it is true that the full-time faculty undergo a more selective hiring procedure, this process tends to focus on the research potential of the new hires. It is usually the research strength of new (full-time) faculty

candidates that determines the final hiring decision. New full-time faculty are rarely hired on the strength of their teaching qualifications alone. This leads to situations where prominent researchers are hired with little teaching experience. Most new (full-time) faculty learn teaching as they go and become quite good teachers as well. Some turn out to be exemplary teachers, but since the dimensions of research and teaching ability are not highly correlated, this is not always the case. There are good researchers who are not very good teachers. On the other hand, there are also some part-time faculty who are very good teachers. In my opinion, when it comes to teaching ability, there is little difference overall in teaching effectiveness, when length of teaching experience is accounted for, between part-time and full-time faculty. There is simply no evidence to support the two-tier system when it comes to teaching effectiveness (which is a difficult quantity to measure accurately in any case). Contract (or per-course) teaching started as a legitimate solution to the need for faculty to teach on a substitute, short-term basis to replace full-time faculty on leave. These substitute faculty were considered to be just “filling-in” for regular faculty on a short-term basis, and therefore received a minimal stipend for their work. But universities everywhere are under financial pressure and have been for decades, and administrators long ago discovered an easy fix to the problem: hire more contract faculty “on the cheap” and save money. Universities also gain “flexibility” because contract faculty come without any long-term salary commitment. If budgets become tight, then fewer contract faculty are hired. Administrators love staff who are “cheap and flexible”, and that is the essence of the problem. Part-time faculty aren’t poorer quality teachers, but they are cheaper, more flexible teachers! This dynamic has led to an inexorable growth in the number of contract faculty across North America over the past three decades. At some universities, contract faculty make up as much as 80% of all academic staff.

The Canadian Association of University Teachers (CAUT), which represents faculty associations across Canada including CUPE 3912, has established a standing committee on Contract Academic Staff (CAS), to address the problems facing contract faculty and overcome what is sometimes simply called “rankism”. This refers to discrimination among faculty solely on the basis of their employment status as part-time or contract faculty. I sit on the CAUT CAS committee as the CUPE 3912 representative, and we have recently been developing a policy document on *Fairness for Contract Academic Staff*. A final version of this document is expected to be forwarded to the main CAUT Council meeting this November for approval, at which time it will become official CAUT policy. The fundamental motivation for this document is, aside from consideration of basic fairness for contract faculty, that it is in the best interests of universities to retain and promote faculty with long records of service to that institution.

CAUT’s *Fairness for Contract Academic Staff* policy includes as its main points:

- Principles of employment equity apply to all Contract Academic Staff.
- Academic freedom extends to all academic staff.
- Contract Academic Staff own the intellectual property they create.
- All academic appointments should recognize that the nature of academic work includes teaching, research and professional activity and participation in service activities. To achieve this end, all short or limited-term contracts should explicitly recognize the research, teaching and service components of the job and define workloads as a percentage of Regular Academic Staff work.
- Contract Academic Staff have a right to fair and timely remuneration commensurate with their experience, performance and responsibilities, which should include compensation and support for teaching, course preparation, research and scholarly activity, service, professional development and student supervision. Compensation for Contract Academic Staff should be pro-rated to the total compensation, including benefits, for a regular academic position having similar responsibilities and requiring similar qualifications.
- The right of contract academic staff to participate in academic governance must be recognized and protected, and service work must be appropriately remunerated.

- Contract Academic Staff should hold the same academic rank as Regular Academic Staff commensurate with their experience and/or responsibilities.
- Contract Academic Staff must have fair and equitable access to professional development opportunities at a level proportionate to Regular Academic Staff.
- All hiring, review, promotion and tenure procedures must provide for full academic peer participation, including the participation of Contract Academic Staff.
- Academic staff should receive their appointment sufficiently early to allow time to prepare courses. The duration of the appointment should allow sufficient time for pre-preparation for the course, grading, distribution of exams and accrued vacation.
- Seniority must be recognized for all academic staff at the institutional level.
- Employers must provide Contract Academic Staff with the resources and equipment needed to perform their professional duties at the same level as Regular Academic Staff.
- Contract Academic Staff must have access to continuing appointments and be considered for tenure in their position.

As full members of CAUT, we need to enshrine these aspirational goals into practice through their inclusion in Collective Agreements. The Collective Agreements between CUPE 3912 and Dalhousie, Saint Mary's and Mount Saint Vincent Universities expired on August 31, 2016. It is now time to bargain for inclusion of basic fairness for part-time faculty in the upcoming Collective Agreements.

We need to hear from the membership. Let us know what you want to see in the next Collective Agreement. To achieve real change requires a strong mandate from the membership. We may call some Town Hall meetings to discuss these proposals in the Fall 2016 term. Please attend these meetings if possible. Make your voice heard and make yourself count!

Please feel free to contact me or any other members of the Executive. E-mails are on the CUPE 3912 webpage.

Philip Bennett, Vice President Saint Mary's

COLLECTIVE BARGAINING 101 (contribution from Jeff McKeil from CAUT)

For many members, the process of collective bargaining is a bit of a mystery. So, we have put together this brief overview to help people better understand what it is all about.

A Process

Collective bargaining is a process for identifying and resolving conflicts over the terms and conditions of employment. It is a structured conversation about what academic staff really do, and about how their work should be recognized and compensated. It is also a legally defined process with enforceable rules and obligations.¹ At the bargaining table, the union's team represents the interests of the members and the administration team represents the interests of the employer. Each brings to the table a specific set of proposals reflecting priorities set by their principals — the union's membership and the employer. The process is intentionally designed so that what is finally agreed to through the process of good faith bargaining is what the parties themselves agreed to, based on the particular working environment and employment relationship. The issues dealt with in bargaining cover issues related to working conditions, terms of employment, as well as the relationship between the union and the employer. Working conditions and terms of employment include issues such as salaries, health benefits, hours of work, vacation, maternity leave, academic freedom and other similar issues. The relationship between the union and employer include issues such as union space, grievance and arbitration procedures, consultation, dues and other similar issues. The union's bargaining strength is based on its collective organization and voice, which compels the employer to respond to its employee's demands

more seriously than it would to requests from individuals or small groups. This simply reflects the fact that collective bargaining is fundamentally a power relationship in which each side's relative power is leveraged at the table to achieve their goals. To ensure and enhance this collective strength, unions work hard to fairly represent the interests of all its membership.

Bargaining Step by Step

Collective bargaining includes the following inter-related steps:

1. **Preparation:** each side – union and employer (the “parties”) – appoints their respective negotiating teams, based on needed representation and skills, which are complemented with training on the bargaining process. The teams conduct research and analysis of their respective issues and interests, which includes consultation, engagement and final approval by their principles. The issues identified are drafted into proposals with supporting evidence and arguments.
2. **Protocol and exchanging initial proposal packages:** the parties meet to establish the ground rules they will use when bargaining (e.g., meeting location, cost sharing, identification of each chief spokesperson, etc.). Each side now takes a turn making an opening statement outlining overall goals and “tabling”ⁱⁱ their respective written proposals, which can include supporting verbal explanations and documentation.
3. **Bargaining:** the parties begin discussing specific proposals, moving through them systematically, looking for areas of agreement and compromise. Some interests and priorities overlap and some do not. Issues that are easy to resolve are normally settled first, followed by the more difficult and contentious matters. Discussion and creative compromise eventually leads to a final settlement. At times, intervention by external third partiesⁱⁱⁱ or more blunt forms of persuasion such as strikes and lock-outs are needed to reach a final agreement.

¹ Similar to legislation in other jurisdictions, the Nova Scotia Trade Union Act governs relations between unions and employers in this province, including procedures, rights and obligations for collective bargaining.

<http://nslegislature.ca/legc/statutes/trade%20union.pdf>

ⁱⁱ “Tabling” or “to table a proposal” means to formally present a proposal and seek agreement from the other party to change or add language in the current or pending first Collective Agreement.

ⁱⁱⁱ A “third party” is someone not involved in a process. In collective bargaining, mediators can be invited by the parties or imposed under the relevant legislation to assist the parties in reaching an agreement. Arbitration involves a neutral arbitrator deciding on a binding and final settlement, based on the evidence and arguments each side makes.

OUR COLLECTIVE BARGAINING TIMELINE

Spring 2016 – Some ideas for proposals were discussed, the umbrella committee for coordinating negotiation teams was established, negotiation teams were appointed

Summer 2016 – CAUT workshops were conducted on Collective Bargaining and Communications and Media Relations, the umbrella committee starting discussing common proposals

September 2016 – Negotiation teams will finalize their proposals

Fall 2016 to ? – Collective bargaining at all three universities, updates will be provided

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 our education and newsletter committee (communications team)
- Volunteer to do some research to support our collective bargaining
- Stay tuned for meetings and emails on updates on the bargaining process
- Write a letter to the editor on an issue relevant to our working conditions (please send us a copy)
- Share your ideas on our proposals or communications strategies by contacting any of the executive members at any time!!

OUR COLLECTIVE BARGAINING PROPOSALS

Our umbrella committee (Karen Harper, chair; Steve Cloutier, president CUPE 3912; Leigh-Ann MacFarlane, Alex Mielnik, Pat O'Neill, Mount St. Vincent; Phil Bennett, Julie Quinn, Saint Mary's; Carmel Forde, Cameron Ells, Daryl Hayes, Dalhousie) discussed ideas on our common proposals for collective bargaining at all three universities. We came to an agreement on ideas that affect everyone. We value your input on all these ideas. The Meet and Greets will give members the opportunity to discuss upcoming negotiations informally. We encourage you to attend or email us with your ideas or questions if you cannot. Our ideas were informed by your responses to the survey; however, when determining bargaining proposals not all ideas can be included. Please feel free to contact us if you would like to discuss any of these issues further. Here is a summary of our ideas:

- Justification is based on the premise that we promote the quality of education for students, which is optimized if instructors are paid fairly, have good working conditions and maintain scholarly activities.
- Salary and especially equal pay for equal work is our number one issue as revealed in the responses to the survey. Asking for more than a 2% increase in pay is generally considered unreasonable to employers. Therefore we are planning to propose a one-time adjustment to establish a minimum of \$6000 per 0.5 credit course. This would bring us closer to the average part-time instructor pay in Canada (rather than being the lowest) and would be similar to nearby universities. We plan to provide comparisons justifying this pay adjustment. We also plan to propose a separate development/preparation grant of 25% of a per-course pay as a stipend for members teaching a course for the first time.
- Benefits is another overarching issue that we always include in our collective bargaining. It can be a challenge because the university would then recognize part-timers as more than just temporary casual employees. But many other part-time instructors in Canada receive benefits and we are the only workers on the three campuses without benefits. We plan to ask for all benefits again including medical, dental, pension, life insurance and a tuition reduction for family members (as asked for in the survey responses).
- Compensation for research, particularly in the form of honoraria or stipends for supervision, is a challenging matter that affects a minority of our members and is complicated by different practices for different universities and departments. It also may negatively affect our ability to supervise if it is seen as a deterrent. We decided to create a subcommittee to address this issue. We could really use more ideas on this one. Please contact us if you are interested, particularly if you are involved in supervision.
- Another difficult matter to resolve is a path to a continuing position. This was rated quite highly by our members on the survey. Our current practice of precedence does lead to a certain degree of job security and it is a challenge to find an alternative. This is an ongoing issue that has many obstacles that need to be dealt with.
- Other issues we discussed briefly include representation on university governing bodies, discipline and evaluation and academic freedom. We plan to propose broader language on academic freedom for each university and to make the harassment policy similar to that of full-time faculty.

We are planning to ask CUPE and CAUT to conduct research to back up our proposals but we could still use some help from you. Please contact us if you are interested.

OPPORTUNITIES FOR CUPE 3912 MEMBERS

- The CUPE 3912 Bylaws state that there is an Education and Newsletter Committee; however, it did not exist until recently. As communications officer, I am 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.
- We are looking for a Treasurer and Vice President Dalhousie University Studley Campus, Teaching Assistants and Markers. Please contact president.cupe3912@gmail.com if you are interested.
- Please contact us if you have any other ideas for committees or are interested in getting involved.