

# The Instructor

The Newsletter of TAs and Part-time Instructors  
at Dalhousie, Saint Mary's and Mount Saint Vincent Universities

Fall 2006

Canadian Union of Public Employees 3912

[www.cupe3912.ca](http://www.cupe3912.ca)

## NEGOTIATIONS BEGIN for NEW AGREEMENTS

**Barb Moore**, *President, CUPE 3912*

On August 31 the Collective Agreements at Saint Mary's, Dalhousie and Mount Saint Vincent Universities expired.

Members of our local have volunteered to sit on Negotiating Committees at all three universities. Over the Spring and Summer months these committees have met to examine the existing Agreements and work out changes and additions to them. Our Committees were guided by the results of our union-wide survey taken during the last academic year. We asked our members what they wanted in a new contract with the universities and our negotiators' proposals reflect our members' responses. See the Spring 06 issue of *The Instructor*, and results of the survey on the NEWS page of [www.cupe3912.ca](http://www.cupe3912.ca).

Our Negotiating Committees have also looked at Collective Agreements for CUPE and other union locals around the country. Many have significantly better wages and benefits that we do; some have better job security. As much as possible, 3912 negotiators are committed to bringing the achievements of our sisters and brothers elsewhere to the universities in Halifax.

Universities are increasingly relying on part-time faculty to fix the bottom line of their budgets. Tuitions continue to climb for graduate students. Now there are now grumblings in the Nova Scotia government to revisit the idea of consolidating universities to save money. Rationalization attempted more than a decade ago was hardly beneficial to our members, despite the claimed savings to the universities.

The failure of the provincial government to ensure that funding the federal government originally designated for tuition reduction and increased access to PSE is an indication of the

province's lack of will when it comes to fighting for the interests of Nova Scotians who, young and old alike, know the importance of higher education in the current economic conditions. Student numbers are down in Nova Scotia, but growing in Newfoundland and Labrador where tuition is less than half that in this province.

Members of CUPE 3912 take great pride in the work they do. University classrooms in Halifax are places of learning because we teach. Many, many youth from Nova Scotia, from other provinces and from around the globe who begin their university education and progress through to graduation do so because our members make up a significant proportion of the instructors they meet along the way.

As our Negotiating Committees face university administrators across the bargaining table, one crucial fact they will have on their minds will be:  
**UNIVERSITIES WORK BECAUSE WE DO.**

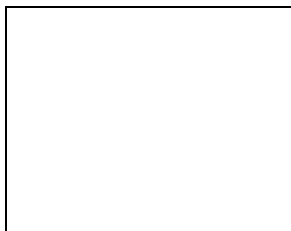


## CUPE 3912 Executive Attend 2nd Annual CCGEU

**Troy Winters**, *TA V.P. Sexton*  
*Campus* and **Cristian Rangel** *TA*  
*V.P. Studley Campus*

Last August, the 2nd Annual conference of the Canadian Coalition of Graduate Employee Unions was held in Winnipeg. We attended as representatives of CUPE 3912 at Dalhousie.

This year's conference was a great source of inspiration for all who attended. We can report that from coast to coast, graduate employee unions have made significant gains in the last year. The three major BC universities came together with tremendous solidarity and reached an agreement with the provincial government (with a significant signing bonus) while the Teaching Assistants at Memorial are taking another step toward recognition of their card signing drive and official Union status.



The conference took place over three days and consisted of several workshops each day. The first day saw workshops on Collective Bargaining. The second day was focused on enforcing the collective agreement (a workshop chaired by Troy). A workshop on violence in the workplace was held on the third day. There

were also panel discussions based on coalition building and current Issues for Research Assistants that highlighted some of the many issues (such as intellectual property rights) that we as graduate employees should be aware. There was also agreement among the members present that the gradual loss of the public character of post secondary education in Canada is an urgent topic at the heart of universities that needs to be debated publicly.

The final piece of business covered at the conference was the decision that next year's CCGEU will be co-hosted by CUPE 3912 and held at the University of New Brunswick, Fredericton. The conference will coincide with the completion of what we hope will be a successful card signing initiative as UNB graduate employees work towards unionizing their Teaching Assistants and Markers. We wish them all the best as they work toward this goal. It is hoped that with the close proximity of next year's conference that we will be able to send more delegates, so that others may get the benefits of all the shared experience this conference has to offer.

For more information on the CCGEU, and the previous resolutions and workshops check out the website at [www.CCGEU.ca](http://www.CCGEU.ca)

## Report from COCAL VII

**Troy Winters** *TA V.P. Sexton*

The seventh biannual COCAL conference was held in Vancouver in August. The Coalition of Contingent Academic Labour is a loose organization of reps from the post secondary sector. Its goal is to improve higher education by achieving job security, liveable wages and academic freedom for contingent academic labourers.

This year's conference saw the attendance of approximately 200 delegates from Canada, the U.S. and Mexico. Large unions such as CUPE and CAUT were represented as were smaller organizations including the independent Simon Fraser Faculty Union (SFFU) which co-hosted the event.

There were many speakers and workshops held during the three day conference including plenary sessions and discussion panels on topics such as State of the Nation addresses, Organizing, as well as workshops on 1) Keeping Track of Sessionals, 2) Mobilizing Members, 3) Public vs. Private Universities, 4) Different Organizing Models, 5) Striking to Get What You Want, 6) Getting Things Done in the US State Legislature. Unfortunately many of the workshops were run concurrently so not all could be attended.

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## French Student leader to speak at CUPE National University Workers Meeting

CUPE will host a national university workers meeting in Montreal Oct. 12 -14. We are very pleased to have Bruno Julliard as a keynote speaker. Julliard is the president of *l'Union nationale des étudiants de France* (UNEF), France's largest student union. He was a prominent activist in the fight against the two-tiered employment law that France tried to introduce in March 2006.

Julliard condemned the First Employment Contract (CPE), which would make it easier for companies in France to terminate employees under age 26 without just cause. Convinced that the CPE would turn today's youths into a "Kleenex generation" of disposable workers, Julliard sent activists to university campuses to drum up support while forging an alliance between student and workers' unions. Julliard understood the power of convergence of the student movement and the employed workers.

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### COCAL (continued from p. 2)

While there were many important issues discussed at this year's conference, there were two main themes: Normalization and Academic Freedom.

On the topic of Normalization (also known as regularization or pay parity), delegates were encouraged to fight for pay equity with full time (tenured) faculty. There are generally two schools of thought on the process. One is that part-time faculty (such as members of CUPE 3912) who have been hired for a given number of courses over several years should be automatically rolled into a full time position with guaranteed salary and benefits. This is not to be confused with a tenure track position, but rather a teaching only specialty. This type of system is currently in place in several Canadian universities including University of Victoria (<http://web.uvic.ca/>). The second method of normalization is to bargain for pro rata equivalent of a full-time faculty salary; that is, part-time teaching deemed to be 40% of the workload of full-time faculty would be remunerated at 40% of the latter's pay and benefits. This was primarily championed by the U.S. unions, though there was some

support from CAUT. No existing collective agreement was identified as having such language, but there was much discussion about the preferred type of normalization.

The second topic was Academic Freedom. It was shocking to discover the number of University locals that do not have a precedence system. For that matter, there were very few locals in which there was any protection for a part-time faculty to determine what and how they teach. CUPE 3912 demanded and received this right from the beginning. Along with our precedence system this protects against summary dismissal.

The next conference has been tentatively scheduled to take place in Mexico, with an invitation to expand the delegates to include education unions based in countries from elsewhere in Latin America.

**Applying for Job Postings:** Because of issues that have arisen recently, some of which have gone to grievance, the Executive strongly advises that **each time you apply for a part-time teaching or TA position, submit your complete c.v., noting all of your qualifications: degrees (including those in-progress), past teaching and other service to the university, conference presentations, publications, research grants, awards, and anything else that**

## HAVE YOU COMPLETED YOUR CUPE NATIONAL WOMEN'S TASK FORCE SURVEY?

**Barb Moore**, *Pres. CUPE 3912, Co-Chair, Women's Task Force*

This past summer, some of you attended a Halifax meeting of the CUPE National Women's Task Force consultations where you discussed barriers and solutions regarding women's participation in leadership positions within CUPE. From this information, CUPE will be able to put forward recommendations to our next national convention to potentially increase the leadership roles and participation of women in our union.

With over 66% of CUPE membership being female, we need a CUPE structure that is dedicated to achieving equity at all our leadership levels. If you were not able to attend one of the provincial consultations, please take a few minutes to log

onto our CUPE National website and fill out the membership survey on-line to give your opinions and ideas. Just log onto CUPE.ca and look for the Women's Task Force block at the bottom of the page or log onto [cupe.ca/nwtfsurvey](http://cupe.ca/nwtfsurvey) directly to add your comments.

**Our goal is to reach as many members as possible before  
November 10**

Remember to fill out the online survey before Nov. 10. And spread the word to other CUPE members to complete one. The survey is limited to one per member. Results will be released in a report by the national women's task force and made available to all CUPE members.

**Ontario workers get together** The same day our Collective Agreements expired, education workers at five CUPE locals at Ontario Universities -- Ryerson, Toronto, OISE, McMaster and Carleton -- began coordinated bargaining for new Agreements. Protection against tuition increases is a central focus of their negotiations. Jessica Squires, now president of CUPE 4600 at Carleton, believes the strategy will be a good one for CUPE members. She said, "I really do think we can achieve more for our members." **Jessica was the V-P for TAs at Dalhousie in 2002-03. She's now completing her PhD in history.**

## Attention SMU 3912 Members

Our Local needs to hear from any and all members who may have had problems with academic integrity issues at Saint Mary's in the past few years. We believe there has been an increase in Senate approved actions which have changed the marks or given "passing" status to students who may have failed courses or did not complete their courses according to our course syllabi. In some cases, students who have appealed their "failed" status have been passed or given better marks by Senate against the wishes of their professors; in some cases, against the wishes of the Deans as well.

Our Local needs to know if you have experienced any of these problems or if you have been asked to give exams or extra work to failed students without compensation well after your contracted course has expired.

Please contact Joyce Conrad, CUPE VP at SMU, [jconrad@ns.sympatico.ca](mailto:jconrad@ns.sympatico.ca) or our Local 3912 Office, [cupe3912@dal.ca](mailto:cupe3912@dal.ca).

## DISTANCE EDUCATION ISSUES AT THE MOUNT

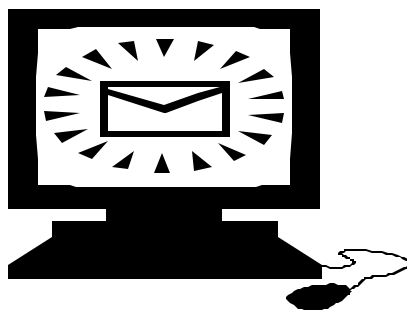
Jennifer Dimoff, *Religious Studies* and Brenda Hattie, *Women's Studies, MSVU*

One of the attractions of Distance Education courses is that students find it easier to accommodate work schedules and learning, but teaching and managing such courses presents situations that do not necessarily apply to teaching on-campus courses. These issues, which are not addressed by the collective agreement, require the instructor to work outside of the parameters of her contract. The following is an outline of these issues.

**Working after the end of a contract.** Students who take courses through Distance Education must courier their material to be marked, which can sometimes arrive up to two weeks after the end of the contract. Final exams are also written at a later date and this requires additional accommodation. While it has been generally accepted that some work for part-time faculty will go beyond the end of the contract, we believe clear guidelines should be established in the Collective Agreement for the end of work just as there is for the beginning. Being expected to continue to work after the end of the contract violates the rights of the employee. When the

employee is merely being used as a means to the university's ends then that employee is experiencing a violation of rights.

**Payment during a summer rebroadcast.** The pay date can be up to 2 weeks after the end of the contract which can mean working for 8-10 weeks without being paid. This speaks to the issue of distributive justice. The university is receiving all the benefit of tuition payment upfront while the employee is expected to shoulder the entire burden of living expenses to suit the university's schedule. This suggests that the distribution of benefits and burdens in this situation is unethical. There must be a more fair way to share the benefits and burdens in this situation.



**Expectations of students.** Students expect distance instructors to have knowledge of administrative processes which are beyond the required duties for the course (for example, technological and

broadcasting issues). In addition, a great deal of time is spent dealing with technical "glitches" with WebCT system. These tasks are outside the instructor's responsibility.

**Preparation of materials.** Course material must be prepared and ordered from the print shop and bookstore at least three weeks before the beginning of the contract, while such preparation and planning for on-campus courses is more flexible.

**Course re-taping.** When a course is re-taped (usually due to updated materials and developments in the field) instructors are not paid for the re-taped course.

In sum, it has been our experience that the language of the Collective Agreement regarding Distance Education needs to be more precise to avoid additional burdens without sufficient remuneration or recognition.

