

THE INSTRUCTOR

CUPE 3912

Special points of interest:

Articles included:

- Do you think you have a grievance?
- News from the Mount
- Time again: thinking about bargaining
- Dalhousie Union news
- News from other Universities regarding sessionals/contract faculty

“Members should not correspond with the administration about a possible grievance... this is the job of elected officials of the Local”

“Common themes are the University’s desire to impose arbitrary changes to posting criteria and to the conditions under which teaching is carried out”

Do you think you have a grievance?

R. Lanning

Besides negotiating a Collective Agreement (CA) to establish the provisions for our work, the Union must also be attentive over the life of the Agreement to preserve those rights. Our Local is structured so that the Vice-Presidents at each University are the contact persons for members who think their contract rights may have been violated. One of those Vice-Presidents also serves as Chief Steward of the Local.

The Chief Steward is consulted on matters that may or may not be grievable and, where a matter is considered a legitimate grievance, assists with developing appropriate language for the grievance. Further, the Chief Steward consults with the National Representative of CUPE assigned to our Local.

Perhaps you have a grievable matter, perhaps not; but it is important to inquire. Here are

some things to keep in mind:

1. The Collective Agreement at each university has a section on grievance procedure. It is helpful to be familiar with this section, as well as the CA as a whole.

2. There are important time limitations in the CAs to which we must adhere; hence, as soon as you believe you have a grievable matter, immediately bring it to the attention of the 3912 Vice-President at the relevant university.

3. Each CAs has language that defines a specific timeframe for submitting a grievance. Each also has language such as “or within ten (10) working days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance....” It is important to note that the latter statement is not open-ended with respect to

time. This is important for two reasons:

a) “ought to have known” can be interpreted as the expectation that a member will be familiar with the CA prior to the event and, therefore, know at the moment of the event the likelihood of a violation;

b) “the events giving rise to the grievance” does not refer to the formal submission of the grievance but to the *event* that constitutes the violation of the CA; it does not, for example, refer to the moment a member discovered that someone else had succeeded with a similar grievance.

4. Members should not correspond with the administration about a possible grievance. This is the job of the elected officials of the Local. If the Union initiates a grievance the member has a right to attend each meeting with university administrators and to speak to the issue. Having a Union representative at your side is recognized by each of the universities.

(continued on pg. 2)

News from the Mount

Grievances & Arbitrations

Since the last issue of *The Instructor*, the Union has been busy at the Mount. At this time we have five grievances referred to arbitration. There are several issues in this collection of grievances, but common themes are the University’s desire to impose arbitrary changes to posting criteria and to the conditions under which

teaching is carried out. I remind members that every posting should carry the same criteria for appointments (e.g. educational credentials) as previous postings of the same course. While the University wants to retain its right to manage the University, such management cannot, in our view, mean an arbitrary re-writing of teaching qualifications and other matters related to ap-

pointments, unless there are substantive reasons for doing so. One such reason *might* be a formal curriculum review of a course under the criteria set by the University itself. However, the Union may still challenge new qualifications criteria if the review lacked substantive rationale for such a change.

Hence, look carefully at the postings for which you apply.

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Do you think you have a grievance? *Continued from page 1*

To read your contracts, you can go to our website

www.CUPE3912.ca

In our next issue, look for an article from the VP for Teaching Assistants Studley Campus, Christina Behme

Who is the CUPE Vice-President at your University? Their names and contact information is available on our website under “Executive”

<http://3912.cupe.ca/cupe3912executive>

The Chief Steward is Robert Lanning, CUPE VP at MSVU.

CUPE 3912 serves part-time faculty and teaching assistants at MSVU, SMU and Dalhousie since 1997, and has signed it's fourth set of collective agreements last year with these universities.

Our president is Barb Moore (president@cupe3912.ca), the Secretary-Treasurer is M. Earle (treasurer@cupe3912.ca), VP Dalhousie is J. Davie (vp-dalpt@cupe3912.ca), at MSVU it's R. Lanning (vp-msvu@3912.ca) and at SMU it's N. Murray (vp-smu.3912@members.cupe.ca)

Members can get involved by coming to meetings, seeing what your union does for you, and joining in!

Dalhousie News

At Dalhousie this term, we have referred one grievance to arbitration. This matter concerns a member with a long and highly regarded record of teaching at Dalhousie.

The issue in this case is simple: a member who meets the stated qualification in a posting, and whose precedence is greater than other applicants should receive the appointment. The Chair of the department in question did not follow this requirement, a well-established practice in accord with our Collective Agreement.

Read your contract, and be sure to contact your Union VP if you should find that there are any breaches of agreement articles, or even suspected breaches. It is crucial that your executive committee are made aware of your experience at the institutions where you are employed!

The administration has refused to override the Chair's decision.

OUR NEW WEBSITE ADDRESS

<http://www.3912.cupe.ca/>

Time for negotiation fast approaches

At the end of this academic year, we will once again find ourselves nearing the end of our contracts with the three universities. That means we have to start thinking about improvements to our three collective agreements. We would like to hear our members thoughts about negotiations. Of course our wages still rank near the bottom of all contract faculty across the country. But what else would you like to see improved? Let your executive know by email and check out the website www.cupe3912.ca for future announcements and news.

News from the Mount (continued from page 1)

R. Lanning

Many of our members teach the same courses year after year. To be suddenly confronted by a hiring criterion that was not required last time the course was posted could very well mean the end of employment opportunities at the Mount. It is primarily for this reason that we are challenging the University's actions. The University's defence in these cases is "management rights," which they seem to assert as an *open-ended* right. But, it is the Union's view that management rights are not without limits in the CA.

There is another important, related theme: many grievances have come about from decisions made by full-time faculty in their positions as department Chairs; in effect, our immediate employers. In some cases these decisions appear to be arbitrary; in others there is the appearance of favouritism in appointments. Notwithstanding the strength of our arguments that Chairs' decisions contravene the Collective Agreement (CA), the Mount administration appears incapable of or unwilling to challenge tenured faculty, regardless of the effects such non-

interference may have. Certainly one consequence of this is the thousands of dollars the Mount will spend on arbitrations.

Our efforts to settle these grievances have not been successful. The Executive of the Local considers the expenses of arbitration to be a necessary output of the Local's funds if we are to preserve the meaning of the language in the Collective Agreement and, ultimately, if members are to have any job security in the work they do at MSVU.

Agreement on recording lectures

Many of our members have received correspondence from Student Services about a student's need for special classroom or exam conditions. Often we are not fully aware of the reasons for this need. Last year one of our members objected to a requirement from Student Services that a student be allowed to record her lectures. The University responded with the demand that the member comply or be subject to a charge of violating the Nova Scotia Human Rights Act.

The Union responded with two simple points. First, the "duty to accommodate," the central issue, requires one party to make *reasonable* accommodation for the reasonable needs of another. But the legal concept of "duty to accommodate" also recognizes the instructors right to protect her intellectual property that she communicates in the classroom. This is addressed in Article 26.2 of the CA. The Canadian Human Rights Commission recognizes the potential conflict between such a duty and Collective Agreements, and therefore recommends reasonable accommodations be negotiated that satisfy the needs and rights of both parties.

The second point we raised referred to the many universities across Canada and elsewhere that have developed protocols for agreements between students and instructors on this matter. Thus, we have such an agreement at MSVU that must be signed by the student, the Dean of Students, and the instructor. Contact Student Services or myself for further information.

Management rights are often asserted as "open-ended" rights...

"It is the Union's view that management rights are not without limits in the Collective Agreement"

"Reasonable accommodations must be negotiated that satisfy the needs and rights of both parties"

Contract Faculty at York on Strike

Classes are cancelled at York, Thursday, November 5. See the CUPE 3912 website for links to updates.

University of Saskatchewan sessionals go 16 months without a contract

C. Forde

Sessional lecturers at the University of Saskatchewan are among the poorest paid in western Canada and it appears their employer wants to keep it that way. About 250 sessional lecturers teach at the university this semester, most with MAs, if not PhDs. They are paid only \$8,616 – \$9,276 per six-credit class. In contrast, sessional lecturers at the U of Regina were

paid \$9,502 – \$10,770 for equivalent credit courses in 2004, the most recent year comparisons are available. "The university depends on us, but they never acknowledge us," one sessional declared.

For more information, see cupe 3287, at <http://3287.cupe.ca/>

Sixteen Months without a contract, for sessionals at the University of Saskatchewan

CUPE 3912 has its main office at Dalhousie, Fourth floor of Killam Library.



Executive preparing for bargaining contracts, 2007

We're on the web!
www.cupe.3912.ca



MSVU, DAL, and SMU unions have new contracts as of 2007. **Please ensure** you've read yours and understand all the changes (however small they really are). It is **crucial to the strength** of our union that our membership knows its rights, and is prepared to **grieve** when a member is treated unfairly. Speak to your VP if you believe there is **unfair treatment** in your departmental hirings.

MSVU: Robert.lanning@msvu.ca

Dal: j.davie@hotmail.ca

SMU: n.murray@smu.ca

Did you get one?

It is the responsibility of our employers to give all employees a copy of the Collective Agreement within 21 days of your employment commencing, or the signing of a new Collective Agreement. Did you get yours? If not, ask the Human Resources office at your university, and report any problems to your local.

Also be aware that electronic versions of all 3912's Agreements can be located on the website at:

www.3912.cupe.ca/document