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Reality Bites

by Arnd Bohm, CUASA President

Flaubert saw clearly the problem behind the recent financial crisis. The bankers and mortgage companies had convinced themselves that the inexorable laws of finance did not apply locally, to them and their time. Emma thought likewise and was stunned to discover how enormous her debt had become and how little there was she could do about it. But one has to chuckle ever so grimly. What did she think? That the laws of money would be suspended for her? Flaubert's point is that, like the properties of arsenic and the laws of nature, the principles of business apply everywhere and to everyone. Emma lived on pretend until reality hit home. Lending money to people for houses they cannot afford only seemed to make sense until the logic of business kicked in.

Alas, the lessons taught by Emma Bovary and the sub-prime lenders continues to be lost on the government of Ontario when it comes to higher education. Queen's Park seems convinced that what is true everywhere else can be wished away in Ontario. For years the provincial government has pretended to be able to do what no one else succeeds in doing: providing top of the line secondary education with bottom of the barrel funding. Everywhere else you only get what you pay for. Here they tell unwitting voters that there is no necessary connection between funding and quality. In one sense, perhaps: funding does not guarantee quality. But in another sense, there is a necessary connection: continued underfunding brings a steady, ineluctable decline in quality.

Anyone who claims that Ontario's secondary education is able to spin straw into gold needs to feel the bite of reality. No amount of rosy advertising can hide the fact that students who have to work 40 to 60 hours a week to pay tuition are not able to achieve to their full potential. Decades of "deferred maintenance" have given us crumbling infrastructure, crowded classrooms, antiquated facilities. Teaching only survives because of the massive reliance part-timers who eke out a bare living. The whole edifice of Ontario secondary education is as precarious as Emma Bovary's fantasies and as the illusions of sub-prime lenders.

In this context, it is all the more important for faculty associations such as CUASA not to encourage the government's unrealistic policies by giving up on sensible expectations and legitimate demands when it comes to wages and benefits. It would be irresponsible to pretend that we and the entire system of secondary education can do with less and less. At the same time we have an obligation to explain, explain, and explain again, that quality in education, as quality in everything, costs money. Anything else is just a wishful denial of reality.

The Collective Agreement and You: Some Basics

As the name indicates, the "Collective Agreement" (CA) is a contract between the employer and CUASA. It sets out the terms of your employment for the duration of the agreement (usually 3 years). The CA takes the place of individual contracts between you and the employer.

Collective agreements have deep roots in English legal tradition. Perhaps the most famous one is the Magna Carta signed in 1215 between King John and the English barons. As that precedent shows, when people bargain collectively they are better able to protect their rights because there is strength in numbers.

The CA is a legal contract that binds both CUASA and the employer. The terms are binding upon you because you are a member of the CUASA bargaining unit as set out in the certificate issued by the Ontario Labour Relations Board. The CA sets out your rights and also your responsibilities as an employee. As with any legal document concerning you, such as your home insurance policy, it is absolutely essential that you become familiar with the CA. Human Resources provides paper copies of each new CA upon request to every member of CUASA; electronic versions are posted on the CUASA website at <http://www.caut.ca/cuasa/agreement/index.html>. You should study the whole document carefully, both for the specific details and also to get a sense of what the CA does and does not cover. Ignorance of the law, as always, is not a good thing.

If you find that the employer has somehow infringed upon your rights as an employee, you should notify CUASA of the particulars. Depending on the circumstances, CUASA will seek redress on your behalf. Often the matter can be cleared up fairly simply and quickly. A committee, the Joint Committee for the Administration of the Agreement, does exist to deal with more complex matters and meets regularly. A last resort is the filing of a grievance. Grievance is a legal term for a formal complaint that the conditions spelled out in the CA have not been followed. You can only grieve through CUASA. Grievances often involve considerable time and may involve lawyers (CUASA does have a lawyer specializing in labour law on retainer), so they are never taken lightly.

CUASA can only represent you on matters covered by the CA. While its scope is wide, it is not universal. By law, faculty associations may not deal with administrative matters, such as how the University is governed, how curricula are set, the contents of courses and programs, admissions standards and the like. These are all outside the domain of CUASA. Faculty members do have input on such issues through other bodies on campus, such as Faculty Boards and Senate.

Membership in CUASA does not override the laws of the land or exempt you from obeying them. For example, the laws on copyright apply to everyone and are not in any way subordinate to academic freedom. In the same vein, academic freedom does not override legislation dealing with issues such as hate speech or contempt of the courts. Where the CA is not concerned, CUASA is not obligated to represent you; at best, CUASA might put you in touch with a lawyer who could represent you at your cost.

Two topics that are often misunderstood are **tenure** and **academic freedom**. Both are dealt with in the CA. Tenure does not mean that you have a job for life. It means that the employer cannot fire you for doing your job or without following stipulated procedures; it does not mean that you cannot be fired if there is cause, such as not showing up for work.

Unlike in the USA, there is no Canadian constitutional protection of freedom of speech. In addition, as an employee, your speech is constrained and also protected by the CA. You are hired to teach and to do research. Academic freedom means that the employer has no right to interfere in your teaching and researching. But at the same time you are required to teach the course content as specified in the Calendar: you cannot decide that although it is a course on Spanish grammar it would be more fun to teach Russian. You are also required to keep up in your field and teach according to the highest accepted standards. Similarly, your research must meet the latest standards of the discipline. CUASA does monitor and take seriously any infringements upon academic freedom. Also, through CUASA you have access to the services and resources of the Canadian Association of University Teachers in disputes about academic freedom.

FOR YOUR INFORMATION:

The official version of the 2006-2009 Collective Agreement is the one on the CUASA website. The Agreement terminates on April 30, 2009 but continues in force during any period of negotiation until a new Collective Agreement is ratified by both CUASA members and the employer.

As well, the CUASA Constitution and By-Laws are on our website at <http://caut.ca/cuasa/const.html>

Professional Expense Reimbursement (PER) may be claimed anytime within the year but only once per year.

(For example - You have purchased an item which you wish to claim part of the cost in November, you will have to wait until after the following May 1st before you are able to claim the balance).

COUNCIL VACANCIES:

The following sub-unit vacancies remain to be filled by Council Representatives being nominated.

Architecture & Industrial Design
Business (½)
Earth Science
Geography
Journalism (½)
Political Science/Political Economy (2)

Biology (2)
Computer Science (½)
Economics
History (½)
Mathematics & Statistics (½)

So when the Nomination forms are sent to you, please consider who you would like to represent your Department or School.

If you do not receive a nomination form, the most likely reason is that you have not filled out and returned the membership form to join the Association. The membership form is available from the office or via the website <http://caut.ca/cuasa/join.html>. As soon as the office receives your form, you will be added to the list of those eligible to run for election, nominate and vote.