

LANGUAGE ON RECOGNITION FOR SERVICE FOR PER-COURSE CONTRACT ACADEMIC STAFF

Introduction

One of the greatest obstacles to career mobility for contract academic staff is the teaching-only nature of their appointments. Yet despite their limited job descriptions, many academic staff hired on a per-course basis spend a great deal of time providing service to the department, the university and the broader community. From advising students to supervising honours theses, sitting on committees, organizing departmental speaking series or cultural activities, serving on the academic staff association executive or assisting with student clubs, their work is rarely remunerated or recognized.

In some universities, contract academic staff are denied a voice in departmental and university governance; in others, they are allowed to participate but not compensated for their work. Participation can often vary according to department – some expect and encourage full participation by all department members, regardless of status; others allow one voting representative for the per-course academic staff; some do not allow contract academic staff to participate at all. Full or partial exclusion helps contribute to the erosion of collegial governance and to the professional marginalization of contract academic staff.

The lack of recognition for service is unfair to per-course contract academic staff. It is also unfair to those with ongoing appointments, whose service workload has greatly increased as universities become more reliant on contract academic staff for undergraduate teaching. Tenured and tenure-stream academic staff end up having more students to advise, more committee work to do, and more administrative responsibilities.

CAUT believes that academic staff should be treated equally, regardless of status. According to the CAUT policy on Fairness for Contract Academic Staff:

b) Contract academic staff have a right to fair remuneration commensurate with their experience, performance and responsibilities, which should include compensation and support for course preparation, student involvement, scholarly activity, university service and professional development. Compensation for contract academic staff should be pro-rated to the total compensation, including benefit programmes, for a full-time position having similar responsibilities and qualifications.

(c) All academic appointments should recognize that the nature of academic work includes teaching, scholarly and professional activity and participation in service activities. Agreements must provide appropriate protections for contract academic staff to participate fully in an academic career.

Our long-term goal is to change the nature of the per-course appointment so that service to the university and community (as well as scholarly and professional activity) is a part of every

academic's job. Per-course compensation should be fully pro-rated to the equivalent rank for a full-time member of the academic staff.

However, we are far from achieving our long-term goal of a pro-rata model for contract appointments. This goal will only be achieved through gradual progress in bargaining, by negotiating language on recognition for service which makes important steps toward the pro-rata model. This bargaining advisory examines some of the progress made by academic staff associations and unions representing per-course contract academic staff.

Job Descriptions/Workload

As indicated above, the ideal collective agreement language would have a fully-prorated system. A per-course contract would involve appropriate expectations for scholarly and professional activity and for service to the university or community. It should provide a stipend pro-rated to the salary of a full-time academic staff member at the equivalent rank.

Some associations (Brandon, Mount Allison) have had success in negotiating stipends which are tied to full-time academic staff salaries. This is a good starting point to move toward a full pro-rata system - as additional duties are added to contract academic staff (CAS) job descriptions, the percentage on which the stipend is based could increase proportionately to the amount of additional work.

Academic and Administrative Service: Recognition, Participation and Voting Rights

As an intermediary step towards the integration of contract academic staff in the collegial process, some contracts include a general agreement between the university and union that this representation and recognition is necessary.

Collective agreement language should clearly articulate the right of CAS to participate in decision-making bodies - to have voice and vote at department and faculty meetings, representation in the Senate and to be able to participate in committees. For the principle to have any teeth, the agreement must also contain specific references to how CAS are to be involved in decision-making.

The best language on recognition for service is found in collective agreements in Quebec. Bishop's, Concordia, Université de Montréal, and Université du Québec à Montréal all provide contract academic staff with recognition for their work in departmental, university, and union governance as well as remuneration for this work. Agreements also provide for contract academic staff representation on important university councils and committees.

"Integration" has been a demand in many Quebec universities for several rounds of bargaining, and this has been met with some success. Under the Université de Montréal's agreement, a six-person joint committee is established to promote the inter-collegiality of professors and contract academic staff both through the integration of contract academic staff into faculty and department committees as well as the encouragement and support of collaborative academic or curricular development projects of full-time and contract academic staff.

At the Université du Québec à Montréal specific quotas have been set regarding the number of contract academic staff that must be present on various faculty committees.

The Bishop's agreement for its contract academic staff unit includes both the principle and mechanism for CAS involvement in a wide range of bodies:

Article 12 Representation

a) The Corporation and the Association agree upon the importance of the representation and integration of Members into the University and Faculty bodies.

b) The Corporation and the Association agree upon the importance of (a) the quality of teaching and (b) the development of teaching skills of Members and their representation on committees of the University related to teaching.

12.1 Departmental Committee

12.1.1

a) Every Member shall be a member of some department or program, whether or not they are currently teaching.

b) In each department or program there shall be a Department or Program Committee composed of all the regular faculty members of the department and all the Members in the department or program.

c) Members in a Department or Program Committee shall have altogether at least one vote per regular load equivalent or part of a regular load equivalent (a regular load equivalent is 24 credits). If more than 24 credits are taught by Members in the department or program during the academic year, Members will have 2 votes in the Department or Program Committee.

d) The Members in a Department or Program Committee shall select their voting representative(s) in a manner of their choosing and shall forward their name(s) to the chair of the department or program and of the pertinent division or school by September 20th of each academic year.

e) The Department or Program Committee shall elect its chairperson and determine its policies by a majority vote of the Committee, as per the voting rights in Article 12.1.1c.

f) All Members, whether or not they are currently teaching, shall be notified of and have the right to participate in all meetings of the Department or Program Committee of the department or program to which they belong. They shall have the right to make representations on all issues.

12.2 Division or school

Members who have voting rights as representatives in their Department or Program Committee in accordance with 12.1.1c shall have the right to vote in their respective division or school meetings. All Members, whether or not they are currently teaching, shall be notified of and have the right to participate in the meetings of their division or school.

12.3 Faculty Council

All Members, whether or not they are currently teaching, shall be voting members of Faculty Council, except in the case of votes for those representative positions on Senate or the Executive Committee of Corporation already designated for regular faculty and for those positions on committees under the collective agreement of the regular faculty members.

12.4 Senate

Two Members shall be elected to Senate as per 6.1.5.3 of the Rules, Orders and Regulations of the University.

12.5 Executive Committee

Members shall have representation at the Executive Committee of Corporation as determined from time to time by the appropriate bodies.

Association of Professors of Bishop's University Contract Faculty Agreement, July 2003 to June 2006

Concordia's part-time faculty agreement recognizes the principle of representation, and lists the university bodies and committees on which contract academic staff must be represented without limiting representation in case of future changes;

16.01

The Employer and the Association agree on the importance of the representation and integration of regular part-time faculty members into University, Faculty and Departmental bodies.

16.02

The parties agree on the importance of quality teaching and the learning development of regular part-time faculty as it relates to teaching and merit awards, curriculum development and research.

16.03

This article affirms regular part-time faculty member representation where it is specified as part of the Collective Agreement, where it is already in place, and any additional representation on University bodies or Committees as specified in Appendix B and E. The parties agree that prior to the termination of this Collective Agreement representation of regular part-time faculty will be achieved on those University bodies and committees where no representation exists. In addition, the parties agree to complete full representation on the Board of Governors, Senate, and Faculty Councils where required....

Concordia University Part-time Faculty Association, 1997 to April 15, 2002

Appendix B provides more details about representation on university bodies and committees and reinforces the role of the association in the process of ensuring representation for CAS. Although the appendix lists a wide range of committees and bodies (from Board of Governors and Senate to advisory committees, administrative search committees, ad hoc committees and task forces, as well as departmental committees), it clearly states that the list is not exclusive.

B-1 Regular part-time faculty shall be represented on the following University bodies and committees with the full rights and privileges of all other committee members for a two year renewable term. The list is not restricted to the University bodies and committees herein contained and shall be expanded.

B-2 The Association shall receive, prior to the meetings of University bodies and Committees, notices of meetings, the agenda, accompanying documents and minutes of the previous meeting for the Board of Governors, Senate, and the Faculty Councils. Said notices, agenda, documents and minutes shall also be sent to the regular part-time faculty representative(s) on any University bodies and Committees in which they serve.

B-3 The Employer shall ensure that the Association is represented on any newly created University body, committee or task force.

B-4 In the event that no regular part-time member stands for an elected position, the Association shall appoint a member to represent the interests of its part-time members on any committees or bodies herein contained below.

B-5 Given a willingness to serve, regular part-time faculty will be elected or appointed, as the case may be, by the Association to sit on the following University bodies and committees... (a list, with numbers of representatives, terms, and speaking and voting privileges, follows)...

Concordia University Part-time Faculty Association, 1997 to April 15, 2002

Compensation for Service

CAS members may be compensated for their service work by hourly rate or an appropriate portion of a course stipend. Members may also receive seniority credits for service work. Some agreements use all three compensation methods, depending on the work performed.

Some agreements (Queen's, Alberta) allow the possibility of compensation for administrative work if it is assigned to the member. However, this language does not cover duties that may be expected implicitly but not specifically described in the letter of appointment, or committee roles a CAS member might take on through other channels. These limitations should be avoided.

Bishop's new agreement provides for both an hourly wage and a portion of a stipend, depending upon the committee. The agreement also takes into account preparation time for meetings.

Article 14 Administrative stipends

Members who perform administrative duties or duties other than those normally part of their teaching duties shall be remunerated as follows:

a) Members who serve on the Contract Faculty Evaluation Committee shall receive an annual stipend equal to one quarter of the regular salary paid for a three-credit course.

b) Members who serve as members of other University bodies shall be paid at a rate of \$22.00 per hour. Hours compensated shall not be limited to hours of attendance at meetings but shall include reasonable time for preparation (normally one half hour for every hour of meeting).

c) The University bodies referred to in "b" shall include, but not be limited to, the Contract Faculty Appeals Committee, the Senate, and the Principal Search Committee.

d) Subject to prior agreement between the Corporation and the Member, other forms of University service may also be remunerated at the same hourly rate.

e) This article shall not apply to attendance as an ordinary member at Department, Program, Division, School or Faculty Council meetings.

f) Members in the English Writing Proficiency Program shall be paid 85% of their hourly wage for consultations and other duties.

Association of Professors of Bishop's University Contract Faculty Agreement, July 2003 to June 2006

Many agreements at francophone universities in Quebec, mostly represented by the Fédération nationale des enseignants et enseignantes du Québec (CSN), provide for payment to attend departmental, joint or institutional meetings. For now, the compensation does not include time of preparation for those meetings except at the Université Laval, which pays a half-hour per each hour of meeting. Rates can vary (Laval has the best at 1/150 of a per-course contract, which represents between \$40 and \$45 an hour, or 1.5/150 for Board representatives). Representatives also receive seniority credits.

Concordia's Part-Time Faculty Association receives a block of "remission credits", which are distributed to members who represent the Association on university bodies and committees. The Association determines the portion of a stipend that each representative shall receive and informs the Employer of the names of members who should receive compensation.

16.04

The Employer shall provide the Association with 27 remission credits (nine (9) three (3) credit courses) per academic year for the purpose of work done by regular part-time faculty members who are elected or appointed with the approbation of the Association to serve on University bodies and committees as listed in Appendix E.

Concordia University Part-time Faculty Association, 1997 to April 15, 2002

CUPFA also receives a bank of seniority credits to distribute to members who represent the Association on committees. Members may receive seniority credits in addition to cash compensation, or in the case of departmental committees, may receive seniority credits only.

16.05

By February 1, the Association shall receive a bank of seniority credits to be distributed to regular part-time faculty for service on bodies within their Departments/Units as listed in Appendix E. By

July 1, the Association shall advise the appropriate University office responsible for seniority lists of the names and Departments of those members who are accorded seniority credits.

Concordia University Part-time Faculty Association, 1997 to April 15, 2002
[refer to Appendix E of the CUPFA agreement for more details about the distribution of remission and seniority credits]

Associations should keep in mind that service can include a wide range of duties beyond serving on committees. For example, hourly rates or portions of a course stipend could also be applied to work performed after the end of a contract (such as dealing with grade appeals or deferred exams), writing reference letters, supervising theses and other student advising tasks.

Service to the Association

Most academic staff association agreements provide for some form of course release for Association service, usually for positions which are generally known to take up a lot of time, such as President or Chief Negotiator. In agreements where CAS are members of a unit which represents all academic staff, unless the language specifically excludes them, they are eligible for the release time afforded any other member who holds a position as an officer of the union. Normally, contract academic staff members who take on leadership positions within an academic staff association will receive their “course release” in the form of a stipend (or portion of a stipend, depending on the position).

Agreements should make specific provisions to compensate contract academic staff representatives on the executive and negotiating team.

4.12

A total of two stipends (each equal to the salary for teaching a three-credit course per year shall be paid, as directed by the Association, to Members performing Association duties other than negotiating.

4.13

A total of two stipends (each equal to the salary for teaching a three-credit course shall be paid for each semester of negotiations for the Contract Faculty Contract Faculty negotiators. These will be in addition to the total of Article 4.12 and will be applicable during a period of negotiations.

Association of Professors of Bishop’s University Contract Faculty Agreement, July 2003 to June 2006

Concordia’s agreement provides for a number of “remission credits”, which are divided between members of the executive, negotiating teams, and representatives on committees.

7.19 Remission Credits

(a) Association Remission Credits

To facilitate the work of the Association, the Employer agrees to assign nineteen (19) credits in course remissions to the Association each academic term as specified in Appendix E. These remission credits assigned to members of the Association shall not be subject to limits prescribed in Article 9.02 or the averaging provisions contained in Article 9.04.

(b) Pre-Negotiation Remission Credits

To facilitate preparations for negotiations, the Employer agrees to assign twelve (12) credits in course remissions per term to the Association during the academic term immediately preceding the expiration of the Collective Agreement. Such credit cash remissions to members of the Association shall not be subject to the limits prescribed in Article 9.02 or the averaging provision contained in Article 9.04.

(c) One Year Negotiation Remission Credits¹

To facilitate the negotiation of the Collective Agreement and following the pre-negotiation stage specified above, the Employer agrees to assign an annual total of thirty-six (36) credits in course remissions during the period in which negotiations take place. Said remission credits and negotiations shall not exceed beyond a one-year period from when actual negotiations begin. Such credit cash remissions to members of the Association shall not be subject to limits prescribed in Article 9.02 or the averaging provision contained in Article 9.04.

(d) Failure to Conclude Negotiations

If negotiations are not concluded after one year from the start of the negotiation period, the parties agree that a mediator shall be appointed and mutually selected by the parties, with said costs paid by the Employer. In the event that the parties mutually agree to extend negotiations, remission credits shall be offered in proportion to the time extended by term [twelve (12) course remission credits per academic term.]

(e) Negotiation Remission Credits - Conclusion

To facilitate the conclusion of negotiated text, final versions, and ratification of the Collective Agreement, the Employer agrees to assign a total of nine (9) credits in course remissions per academic term immediately following the one-year period in which negotiations have taken place or negotiations concluded by a mediator. Negotiations shall be considered terminated following the final signatures of the parties to the Collective Agreement. Such credit remissions to members of the Association shall not be subject to the limits prescribed in Article 9.02 or the averaging provisions contained in Article 9.04.

7.20

(a) No less than one (1) month prior to the beginning of each academic term, the Association shall provide the Employer with the names, in writing, of the Association representatives to whom the cash remissions outlined in Article 7.19 are to be assigned. The designated representatives shall sign a contract for each remission assigned.

¹ Many FNEEQ-CSN agreements at Quebec universities have no defined period for negotiation remission credits; the removal of the “one year” limit on remission credits helps put more pressure on the Employer to reach a settlement in a timely fashion.

(b) The contract shall read: the part-time faculty member is exempt from the obligations of this teaching contract in as much as the part-time faculty member is acting as an Association representative. The contract offers the same remuneration, seniority credits and benefits in the form of a cash remission equivalent as established for part-time teaching contracts.

(c) Cash remission and credits for service to the Association and for negotiation of the Collective Agreement shall be considered a factor in the evaluation of performance specified in Articles 9.01 and 10.16. Service to the Association shall be considered as service to the University, Department, Faculty, Unit or community.

7.21

The Association shall provide the Employer, in writing, the names and positions of its executive officers and representatives, and shall inform the Employer of any changes within thirty (30) days. The Employer shall ensure all appropriate University offices are informed of the names and positions of the Association's executive officers and representatives.

7.22

The Association and the Employer shall inform each other, in writing, of any changes to the membership of their respective negotiating teams.

7.23

All course remissions and credits used by the members of the Association's executive and/or its representatives in carrying out Association activities shall count toward the ongoing cumulative seniority of those individuals at the University. Said seniority shall be added to the individual's Department/Unit list.

Concordia University Part-time Faculty Association, 1997 to April 15, 2002

Conclusion

It is no accident that Quebec universities have made the most significant progress in this area. It is the result of several rounds of negotiations which placed the “integration” of contract academic staff into the university community as a significant priority, and a strong coordination between the unions representing CAS.

In recent years, academic staff associations representing CAS in the rest of Canada have begun to put more emphasis on moving towards a pro-rata model for CAS appointments. Whether pooled research funds, conference travel, professional development allowances, stipends based on a percentage of a full-time salary, access to governance, or compensation for service, associations should view each gain as an important step toward achieving the goal of equal treatment for contract academic staff.

Employers are reluctant to admit that many CAS are already performing service or scholarly and professional activity, or maintain that such work must be done on a volunteer basis, as CAS are only hired to teach. Good data about your members and their activities can help counter some of the Employer's claims and bolster the argument for changing the nature of the CAS appointment.

It is also important to encourage your members to use the benefits you do negotiate - make sure they know their rights, and how to access them. Academic staff associations have used handbooks for CAS members, departmental meetings, and other communication tools to help spread the word.

As this is an emerging area for many associations, we encourage you to contact the CAUT collective bargaining group when you begin preparing for negotiations involving contract academic staff.