



NEWS

Volume 23 No.1 December 2007

Concordia University Part-time Faculty Association Newsletter

SPECIAL EDITION

President's Message

Maria Peluso

On Sunday, October 21, 2007 members voted 97% in favour of a strike mandate if a deal cannot be reached with the University's administration. We had a very large turnout for the vote, and this strong mandate to the Executive Steering Committee should signal to the employer that our members are prepared to do what it takes to get a fair contract. The Association thanks the membership for their support given to the Executive and to our Negotiating Team. We are energized by the endorsement of members who have been without a new Collective Agreement since 2002 with no increases in salary since 2003, less and less job security and fewer and fewer benefits.

This is a time for members to remain confident and remain unified in our efforts to improve our working conditions. We will not be moved by threats or acts of intimidation by the employer. We are mobilizing and prepared to advance the concerns of the membership as they so expressed in solidarity on October 21. How did the membership arrive at wanting a strike mandate?

Simply put, we would be negligent not to have in place legitimate pressure tactics should negotiations breakdown. CUPFA is heading into its sixth year of contract negotiations. We hope of course, that a strike never happens. We remain cautious. This does not mean any of us are afraid to do battle. We urge the administration's negotiators to come to the table and make serious efforts to reach a negotiated settlement before our strike mandate turns into an actual declared strike. It is a time for the University not to arrive to the negotiation table with set positions but to take leadership, in an interest-based manner.

Unfortunately, Concordia's administration has a habit of pushing things to the wire, dragging their heels in negotiations, and refusing to make serious attempts to settle contracts until the University is faced with the risk of a strike.

2005-08 CUPFA Executive

President

Maria E. Peluso

Vice President, Professional Development & Training

Leslie Cohen

Vice President, Collective Agreement & Grievance

Richard Bisailon

Treasurer

Umanath Tiwari

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Office Hours

Monday through Thursday

9:00 a.m. - 4:00 p.m.

Grievance Clinic - By appointment

Richard Bisailon, Grievance Officer
Michael Pinsonneault Asst. Grievance Officer

Professional Development Clinic

By appointment

Leslie Cohen

They seemingly enjoy declarations of war. Such has been the experience with other unions on campus. Those unions who have concluded negotiations did not crack open bottles of champagne in celebration. Their recent settlements are still being met with resistance in court rooms and before arbitration hearings. Moreover, while the Association has been negotiating in good faith at the table, our current Collective Agreement is not being implemented. This is totally unacceptable.

Bargaining down to the wire creates unnecessary added stress for members, students and staff, at a time in the University when unity of purpose and raising morale should be their priority. Our University remains battered with internal problems on all levels. The negative reputation of the University is having an impact on alumni and the public at large. We have no President or Provost following the stepping down of both Dr. Claude Lajeunesse and of Dr. Martin Singer. The labour relations office and those responsible for academic relations have no collective memory of our current collective agreement and no knowledge of Concordia's culture. Thus we have a rise in the number of grievances and continued difficulties with the implementation of our Letters of Agreement and with court decisions we have won. Numerous departures of senior administration and staff and costly legal battles has also had an impact on our negotiations. Confidence and trust have eroded to the point where offers by the University remain shallow and devoid of any meaning. Proposals that cannot be implemented will lead to further litigation and delays down the road. We cannot negotiate something that will not work.

Outstanding issues include equity with our remuneration, benefits, class size and employment security regarding reserve courses. There is no point having improvements in other areas if you don't have a job. We believe that our numerous offers are fair, reasonable and extremely responsive to the demands tabled by the University. In total, our own proposals represent an excellent offer to the University. Our continued flexibility to the concerns of the University continue to be met however with position-based bargaining at the table.

We invite members, alumni, students, parents and the university community to contact Concordia's administration, to demand they reach a settlement quickly with Concordia's Part-time Faculty Association. Speak and write to the people you know and defend your rights. At 17 cents of the per faculty dollar from the mass salary paid to all other faculty, you remain a valuable professional at bargain basement prices. As pedagogues you remain committed to your students but enough is enough. It's time for all of us to beat the drums.

Update from the Negotiation Team

Maria Peluso, Leslie Cohen, Umanath Tiwari

We wish to thank the members who attended the Special General Meeting, and those who have contacted us since, for the vote of confidence you have given to the CUPFA negotiating team. We are, as ever, working tirelessly on your behalf and your appreciation renews our energy and strength of determination to achieve the best possible deal for our membership. We are here to represent your interests and we value your input.

We understand that you want to hear from us as to where we are in negotiations and what timeline we might foresee for the signing of a new Collective Agreement. We will try to address those concerns here.

While some progress has been made; unfortunately, much work is yet to be done. On the positive side, we have continued to meet, in good faith, with the University. The tone of the meetings has changed to be more respectful and both sides appear to be working in a constructive way. We have been told that even with change and instability with the leadership of the University, the mandate of their negotiating team has not changed.

At present, we have abandoned drafting the wording of actual clauses. Instead, we are working to reach an agreement, in principle, on some key issues:

- Reserve Courses: What defines a reserve course? Will there be changes as to how people who teach reserves are classified and whether they may change their classification? How many reserve courses will be allowed relative to the number of regular courses? How will they be allocated? What limitations will be placed on the change in the number of reserves per department/unit? What salary will be paid?
- Class Size: What limits will be set for class sizes? What compensation will be paid for large classes?
- Salary: What salary will we be paid? What retroactive salary will be paid? How and when will it be paid?

Should we be able to reach a deal on the above, we will return to discussion of Article 10 (hiring), professional development funding, benefits, etc. We think it is possible for a deal to be reached by the middle of the winter, 2008 term. We are certainly working to achieve such a goal. However, this will depend on the fairness and good faith of the University. We cannot be held hostage and pushed into accepting a deal that is not in our best interests. We hope that we will not have to resort to using the strike mandate and pressure tactics, but we will not hesitate to do so.

Rest assured the negotiation team will continue to defend the interests of the membership at the bargaining table. We remain cautious but optimistic that our negotiations will reach a positive conclusion soon. As needed, updates will be provided through your department representatives and at www.cupfa.org; be sure to check the website regularly.

What is a Strike Mandate?

Why do we have a Mobilization Committee?

The Mobilization Committee was formed to prepare for the possibility of a declared strike. We would be negligent not to have plans in place should negotiations breakdown.

What is a Strike Vote?

A strike vote is a vote taken among employees in a unionized workplace authorizing strike action to back a bargaining position. If successful, it provides the Executive Steering Committee and the Negotiating Team with a strike mandate.

What is a Strike Mandate?

A strike mandate is the authority, given by the employees affected through a strike vote, for strike action. A strike mandate is an effective leveraging tool for negotiating improved wages, benefits and working conditions: It tells the employer that the union's members are unified and support the Negotiating Team. We have a strike "mandate" but have yet to "declare" an actual strike.

Does a Strike Mandate lead to a strike?

In most cases, NO. Often a strike mandate alone is sufficient to get the Employer to take the Association seriously in negotiations. The Technical Support Staff union and the Library Workers union both sought strike mandates in their most recent negotiations, and both successfully concluded their negotiations without striking.

What is a Strike and what are Pressure Tactics?

A strike is any "certified cessation of work by a group of employees (members of a certified association) flowing from a strike mandate". A strike action could mean a withdrawal of services through a full scale walkout. However, strike action could also include, but is not limited to, intermittent or, rotating walkouts or, partial or sporadic walkouts, study sessions, etc.

A strike mandate provides an opportunity for members to engage in organized pressure tactics and in addition as approved by the Executive and the Mobilizing Committee, a temporary or partial cessation of work, without being disciplined or fired.

It is important to understand that the University CANNOT simply hire others to take over your job because we have a strike mandate or even if we declare an actual strike (rotating, intermittent, or otherwise).

It would be irresponsible for the Executive to declare an actual strike until every available option for reaching an agreement has been exhausted. Our first priority is to negotiate a fair and equitable agreement on behalf of our membership. An actual declared strike is but a last resort.

How did we determine what is fair and equitable?

The Negotiating Team used information gathered from our members for the past five years as a basis for developing a negotiation platform. Our AGM, regular meetings with the Council of Representatives and the Advisory Council, contributed to proposals being made.

We have also considered factors such as the inflation rates, market analysis of part-time teaching and recent agreements with other faculty groups at Concordia and with other part-time faculty unions (FNEEQ) in Quebec. In addition, we have also taken to the table proposals based on grievances and other issues between the parties.

Do I have to go on Strike?

It is expected that members will respect the democratic decision of the majority should the strike be declared down the road. It is important to remember that we must remain unified amongst ourselves especially now with a strike mandate and not a declared strike.

What if I do not believe in strikes, but want to support our needs as part-time faculty?

We respect the individual beliefs, values and opinions of our members, but we are also anticipating a strong and unanimous support from everyone in our pressure tactics. A strong and unanimous endorsement lends credibility and support to our bargaining position. Remember, it is possible to vote in favour of strike mandate and later refrain if this makes you uncomfortable from visible participation on a picket line. Simply supporting pressure tactics now may avert the need for further declared action.

Pressure Tactics and Protecting Your Rights

Richard Bisailon

VP Grievance/Collective Agreement

On Sunday October 21st 2007, 97% of those assembled for a Special General Assembly voted in favour of extending an unlimited strike mandate to the CUPFA Executive Steering Committee. There has been much discussion subsequently and the extent to which your Executive would use the strike mandate to place pressure upon the Employer.

We now have that mandate and it is both reasonable and prudent to ask what we intend to do with it? Your Executive, Steering and Mobilization Committees have been hard at work over the last few weeks conceiving of an important and coordinated set of actions that should increasingly draw the Employer's attention to the seriousness of our intent and the strength of our resolve. Certainly, we wish to emphatically call attention to the importance of our negotiations in such a way that has the greatest impact. Yet we wish to do so in a fashion that starts at a moderate point of impact and – in the absence of a genuine sign of positive movement in our negotiations – escalates to more serious actions later.

Your Executive, Steering and Mobilization Committees are acutely aware of the nature of our Association, your concern for your students as well as your dissatisfaction with the intransigence of the Employer at the negotiating table. That being said, it must be conceded that a pressure tactic, in order to have any effect, must sufficiently impact the operation of the institution as to vex the Employer, draw public attention to our plight and convince the powers that be that we mean business. And that may unfortunately ultimately mean affecting our students in some way or fashion. The nature of our employment gives us important levers only in the academic areas of operation, or in the administration of those areas. Hence, we will conceive of tactics that will draw attention to the slow and interminable progress of our negotiations without having any lasting impact upon our students at this stage.

Among the measures we may consider, is calling for a cessation of work, by all or some of our members, perhaps on a rotating basis, for a shorter or longer period. This could occur, for instance, at a period which might coincide with the correction of papers or examinations and the submission of marks. We may call for a cessation of work (again, either wholesale or sporadic) to coincide with registration or commencement of classes in the next term. We may ask for a rotating stoppage of work, which could result in a rotating cancellation of classes in different Faculties or Departments. You can be assured that, in deciding which strike action is most appropriate, we will look not only for what will be most effective, but also what will be most fair in the manner it will affect our members.

We have no illusions that our intention to employ different tactics will remain secret much beyond the release of this newsletter. This means that pressure may well be brought to bear on individuals or entire Departments to break solidarity with the group and disregard the work stoppage. Threats of recriminations and disciplinary actions will be made, but given the protection of our mandate and the law they will have no merit so long as each of us limits our actions to those outlined to you by the Association. Where individuals are sanctioned, or threatened with disciplinary action, the Executive must be informed immediately. The current Collective Agreement remains in place, and it is the intention of your Executive Committee to strictly address any individual or systemic attempt to break the resolve of our members.

Over the next several months, we invite you to keep your eyes open for some of the other initiatives that we have conceived in drawing the attention of the internal and external communities to our plight. In acting on your behalf, we ask you individually and collectively to stand in solidarity by unanimously applying a chosen pressure tactic. In so doing you may count upon the support of your Executive Committee in defending your rights.

Campus Equity a Great Success and a Time for Members to Mobilize

Judith Grad, Member-at-Large

Another busy year for CUPFA is coming to a close. As you may know, my role, as member-at-large is to help mobilize and reach-out to the membership and by extension, reach-out to the University community at large.

I am both happy to report that this year's Campus Equity Week was an enormous success but also sad to say, that because of the university's failure to reach an agreement in our CUPFA negotiations, we were left no choice but to use this time to mobilize our members. Following our general meeting of the membership on Sunday, October 21st a strike mandate was taken by 97% present of the members present. This signalled a change to the format of Campus Equity Week. As we did last year, we had a kiosk in the atrium of the McConnell Library Building. This year's theme however, in keeping with our mobilization, was "**ENOUGH IS ENOUGH.**" We sent out a press release and gave interviews, which generated a great deal of interest in Campus Equity Week and the current issues facing Part-time Faculty. Many of you received and wore T-shirts signifying Campus Equity **Inequity** with the history of our negotiations on the back. Also, in keeping with the "Greening" message, and Concordia's environmental efforts, we gave out CUPFA cloth carrying bags, with the message "**Part-time professors: professional all the time.**" If you have not received your bag, stop by the CUPFA office to pick yours up. There may also be T-Shirts left, which we encourage you to wear when on campus. We also continued to give out posters accentuating valuing part-time faculty, along with complementing bookmarks with the same message. Buttons promoting Fair Employment and ~~T~~**A** (To be Announced) were also distributed.

As part of our efforts to reach-out to members and mobilize on issues, you will please find along with your copy of CUPFA News, our new 2008 magnetic calendar with the message "**End the Inequity at Concordia.**" CUPFA is happy to present these handy little calendars to help start you off on the right foot in the New Year. It contains information on how to contact CUPFA as well as significant deadlines, marked in red, important to you as a CUPFA member. We hope you will find this calendar useful and a handy reminder of those important deadlines contained in our Collective Agreement.

If you have any questions or comments concerning any of these subject matters please don't hesitate to contact me at the CUPFA offices.

"A" Is For Administration Ahab

David Leahy, English

Given that the membership of CUPFA has just given our Executive a strike mandate, it is clearly time to take stock of how we've come to this juncture. Nobody wants to take strike action, for any number of reasons - possible losses in pay, our concerns for our students, or a possible sense of discomfort about the cancellations of classes, the withholding of grades, beating the pavement, etc. But how much more patient does the administration, or the Board of Governors - which could be doing a much better job of overseeing the governance of our university - expect us to be? Our collective decision to vote in favour of a strike mandate dramatizes to the administration that its several years of foot-dragging, stubbornness, and threats at the negotiating table may be satisfying to a small coterie of mandarins but totally counter-productive and insulting to us; that the administration has to steer a new, more reasonable course in their negotiations with CUPFA or otherwise they'll provoke even more discontentment and, sooner or later, a perfectly legitimate, legal mutiny; that "enough is enough."

The good news, aside from the growing solidarity amongst our members, is that recently negotiations have been going relatively well. This said, consider the following outstanding examples of how bad things have been and can get:

1) After five years of mismanaging their side of the negotiations, the administration's various negotiators do not work with written drafts of articles! This means that any verbal understanding at the negotiating table about "issues of principle" (rather than Articles in our Collective Agreement) is subject to change at any time. Moreover, the administration has insisted that this method be applied retroactively such that previous written Articles that were agreed to by both negotiating teams have been rendered null and void. *Who does this* at such a late stage in negotiations? Where's the good faith in such an exacerbating, counter-productive, practice that can only delay and undermine the collective bargaining process? (A small, cold comfort is that the administration has not singled us out with this tactic; they've been using it in negotiations with the other unions at Concordia as well.)

2) The administration's negotiators persist in talking about the University's "ownership" of reserve courses in spite of the fact that we won our related union grievance about the salary of some of those teaching reserve courses at the Quebec Court of Appeal. And by the way, if you haven't heard already, the Administration has since asked for leave to appeal to the Supreme Court of Canada; an appeal that is not only NOT of "national importance," or that has NO implications concerning "public order – the fundamental criteria that the Supreme Court uses to justify hearing a case – but the arguments of the administration's latest appeal contradict their previous justifications for opposing our grievance. It's quite clear, to add insult to injury, that their leave to appeal to the Supreme Court is nothing more than a "stall tactic" to prevent us from receiving the retroactive salary that is our due as a result of the union grievance. To what end? To try to wear down our resolve so that we'll throw our hands up in the air and accept the Administration's skewed vision of the proper order of things that has come to be so disrespectful of us as individuals, as professionals, and as an integral part of the corporate body of Concordia University (after all, we make up 40% of the teaching faculty).

3) Last year, within days of the executives of three other bargaining units at Concordia reporting their members' overwhelmingly strong rejections of the administration's "Final Offers," several of their jobs were "reclassified" - effectively putting them out of work. This kind of intimidation is consistent with the administration's recent interference in the support staff union's (CUSSU's) internal affairs, including the abetting of a rogue website, and illegal public pronouncements about negotiations, that seem to have been quite effective in dividing members of CUSSU. Accordingly, members of CUPFA have to be more diligent than ever before about informing ourselves about the *realpolitik* of our negotiations with the administration. And we certainly have to be prepared to defend ourselves, our collective bargaining rights and our Collective Agreement with unprecedented vigour and resolve. Giving our union Executive a strike mandate is a powerful way of demonstrating our collective resolve.

This is not the time nor the place to air opinions about other examples of Concordia's corporate mismanagement, or the delirium, skulduggery, and serious in-fighting amongst its competing Captains but, as the seemingly endless years of negotiations dramatize, the consequences for us and for the University as a whole are unhealthy and absolutely unnecessary. How much more dissatisfaction does the administration want to seed, and at what cost? Is it ready to reap recalcitrance from so many people – we're about a thousand strong – who have given so much to the Good Ship Concordia? And what kind of image does such an approach to Labour Relations project to people outside of the University? Is the Administration hell bent on turning Concordia into another Bishop's University (which is now reeling from reduced enrolment due to its reactionary labour practices this past summer)?

This is no time for the members of CUPFA to acquiesce in despair, to take the money and run, or to tell ourselves that "Such is way of the world and we just have to accept it." We owe it to ourselves, to our long (and even short) term commitments to Concordia, to our students, to all of our colleagues at Concordia and other universities, and to the larger communities outside the University, to stand up for equity and social justice. Let's not leave the decisions about our livelihood and welfare to the current Ahab-like Captains of Concordia. Let's keep refusing to be the hapless crew of their paternalistic narrative about us.

NOTICE OF MEETING - AGM

**All regular part-time faculty members are invited to attend the
CUPFA Association General Meeting**

on

**Wednesday, March 19, 2008
Hall Building H-767**

4:45 p.m.

ON THE SIGNIFICANCE OF ACQUIRING A THIRD PARTY ELECTRONIC MAIL ADDRESS

Pankaj Kamthan, Member-at-large

The ascent of electronic mail (e-mail) in the last decade has opened new vistas in education. Indeed, e-mail has become the most used software application of all time. Many part-time faculty members communicate with their students and with others using an e-mail address that belongs to the Concordia University domain (*.concordia.ca) such as username@alcor.concordia.ca or username@encs.concordia.ca.

Challenges to Academic Freedom

In recent years, however, the University has become increasingly restrictive towards the use of e-mail addresses to the point that it has started to impede freedom of expression and individual privacy. E-mail sent to *.concordia.ca addresses are usually logged and archived on University servers. Unfortunately, in some cases, the mail traffic and its contents are monitored too.

One solution to the abovementioned potential loss of independence is to acquire a non-university (third-party) e-mail address. If you have an Internet Service Provider (ISP), it is likely that you already have such an address: I urge you to use it in situations where you are not comfortable using an address within the University domain.

GMail to the Rescue

If you do not have an e-mail address, do not have an ISP, or otherwise if you prefer acquiring a free, third-party e-mail address with excellent features, I would recommend acquiring a GMail address (<http://mail.google.com/>) administered by Google.

The GMail utility has several notable features including freedom of choice for username; automatic and periodic checks for new e-mail; more than 4 GB of space; different ways to organize, annotate, and search archived e-mail; automatically save drafts of e-mail that is sent out; a powerful editor with multiple ways of formatting and a spell checker; a spam filter; no unsolicited advertisements; and, of course, access to the ever pervasive Google's search engine.

Please provide us with a safe and secure email address so that we may reach you.

I wish you happy and secure e-mailing.

Call for Nominations
Election of CUPFA Executive Steering Committee
Deadline Tuesday, January 15th, 2008 before 12 noon

Regular part-time faculty members in good standing are notified of the call for nominations for election of the Association's Executive Steering Committee. Members wishing to stand for an elected office, for elections taking place at the Association's General Meeting, are advised to follow procedures outlined in the CUPFA Constitution. Terms of office for all positions are for a three-year period ending in March 2011. Obtain nomination forms by calling the CUPFA offices at 848-2424 ext. 3691. All duly completed nomination forms should be addressed to the Chief Returning Officer Me Tetiana Gerych and received in S-K 340 before 12 noon, Tuesday, January 15th, 2008. No nominations will be accepted after 12 noon on Tuesday, January 15th, 2008.

Our Network of CUPFA Representatives

Leslie Cohen, Vice-President, Professional Development and Training

We rely on our department representatives to be a voice for the membership, to help safeguard our rights, to integrate part-time faculty in the department, and to keep our members informed about key issues as they arise. The representatives are a key part of our communication network. This is especially important now as we are facing difficult times in negotiations and are addressing mobilization strategies. Department representatives will be asked to forward email updates to our members. Please help us to keep in touch with the membership by bouncing these messages to your constituents. If we exercise the strike mandate, we will need to reach members quickly.

In most departments/units, there are CUPFA representatives on Part-time Hiring, Department, and Curriculum Committees. In some departments/units, there are additional committees such as the ethics committee, library committee, coordinating committee, etc. As needed, we may be asked for a representative to Search for Department Chair Committees. It should be the responsibility of the representative to Department Council to pass on CUPFA messages to regular part-time faculty in the department. However, there are some departments/units where there is only a hiring committee representative and in some cases only the hiring committee representatives have the email addresses. Representatives in each department/unit should decide among themselves who will be responsible for passing CUPFA messages to your members.

It is the responsibility of all committee members to let your constituents know what is happening in your department meetings. Is the curriculum being changed? Will some courses be disappearing and others added? Has there been a discussion regarding change in class sizes? Will there be a change in the use of conferences/teaching assistants? Is there anything that may be important to part-time faculty? Please email updates to your department members on a regular basis. As well, please let the Association know if there are issues that are of importance, especially those that may extend to your entire faculty or university-wide, or ones that might be relevant to the new Collective Agreement we are drafting at the negotiation table. If you want to know the names of the representatives in your department/unit, please contact us at CUPFA. If you would like to serve as a representative, please let us know as well.

If the members of your Department/Unit would like to have a get-together to address concerns or would like to meet with someone from the Association to help you solve a problem, to provide more information on the Collective Agreement, or Professional Development, please contact me (vipcupfa@yahoo.com). We are here to work for you.

OFFICE EXPENSE CLAIMS FORMS

Members are reminded to send a letter (do not call or email) to Suzanne Downs, Co-ordinator, Provost's Office, Academic Administration, L-AD-221 to obtain your Office Expense Claim Forms for income tax purposes. Please ensure your request is sent as early as possible, in January 2008. Do not wait until tax time. Suzanne Downs cannot respond to requests at the very last minute and no one is obliged to help you then.

Grievance Report

Richard Bisailon

VP Grievance/Collective Agreement

Quite soon after entering into this portfolio early in the new year a number of important facts struck me: we had an incredible number of backlogged and unresolved grievances; there had been previous arbitrator's decisions that had serious implications for our ongoing responsibilities in Hiring Committees and upon individual members; and there was little consistency in the application of the Collective Agreement from Department to Department as well as between Faculties. Thanks greatly to the profound experience and dedication of Mike Pinsonneault, we have cleared close to three years of backlogged grievances all up to the arbitration stage. These have been broken down into two groups – individual and association grievances – and we have sent all of the outstanding individual grievances to the Minister of Labour on order that arbitrators be assigned. We took this extraordinary step for a number of reasons: the grievances should have had arbitration dates set within 40 days of the Stage II process; the list of arbitrators in the Collective Agreement did not produce a single available date before year's end, and we wished to expedite the process, delaying no further.

The second issue outlined above relates to jurisprudence generated by previous grievances tied to the hiring process. This earlier decision essentially informs us that a Hiring Committee that makes its decisions based upon a genuine belief that the documents and curriculum vitae set before them in the hiring process are up-to-date and correct, has made a fair and equitable decision. This places a great emphasis upon the individual member to guarantee that two important obligations are discharged. First, you must keep your Academic and Professional Service Dossier up to date as outlined in Article 10.11 (a). If a Hiring Committee makes a decision on course allocation and qualification based upon an out-of-date or incomplete understanding of your abilities, then their decision has been arrived at in good faith and must stand. Second, you must provide a complete and detailed course outline for all courses, however this is most important when applying for courses that you have not taught before. A failure on the part of the member to discharge these obligations can lead to their not receiving the courses they applied for yet may, in the absence of the proof demonstrated by these documents, be perfectly qualified to teach.

Through the training sessions held before every hiring round we have tried to impress upon our representatives the importance of the above. We have also informed them that where they are unclear or unconvinced that a rejection of the application of one of our members is based upon fact, that they should abstain, thereby permitting us to raise the issue later in grievance. However, we cannot hamstring the hiring process. Where our Hiring Committee representatives have made their decision to reject an application in good faith and based upon the information set before them, it becomes nigh impossible to question the validity of that decision in front of an arbitrator. We have changed how we instruct our representatives, but we need to pay attention to our individual responsibilities as well. What with the number of posted courses in some Departments on a serious decline, many members

are cross-applying in new Departments and new areas of their disciplines. This means that we have to be even more vigilant in adhering to our own obligations under the Collective Agreement.

The third issue listed above has become increasingly problematic, but does not invite such an easy remedy. There is little consistency between Faculties, and even between Departments in the same Faculty, in applying the Collective Agreement. The Hiring Process is one of the few areas where, through diligent supervision and regulation, we have attained some consistency and regularity of practice. Yet, the complaints and anecdotes brought forward by our members, shows clearly that there are a number of areas of concern where the Collective Agreement has not been tested. I specifically address here some issues related to Academic Freedom under Article 4.01 that go directly to the choice of materials in teaching, imposed texts, the mandatory use of the University's Moodle based course web sites, the number and type of grading components appropriate to a course, how and to whom those grades are reported, course evaluations and other areas directly touching upon the classroom experience. Some of these issues can be addressed collectively through the Association filing grievance. I specifically refer here to the move on the part of the Employer to go over to on-line course evaluations. The initial introduction came in the form of what was explained to us as a "pilot project" in the John Molson School of Business. Subsequently, Engineering and Computer Science went over to this new process without consultation. This resulted in grievance being filed. Now we are confronted with the new process being introduced, again without benefit of either consultation or negotiation as required under our Collective Agreement and Letters of Agreement with Concordia University, in the Faculty of Fine Arts as well as now becoming a regular process in JMSB. Both of these initiatives are now subject of further grievance. We await what appears to be an inevitable unanimity in the addition of the Faculty of Arts and Science to the other Faculties. The Employer simply rejects our grievances, so this important issue must be addressed at the negotiating table while we continue to apply the provisions of the current Collective Agreement.

The intransigent attitude of the employer in refusing to adhere to our Collective Agreement and other Letters of Agreement is indicative of a lack of respect based upon a genuine belief that there are no repercussions to the flagrant disregard of a binding contract between the parties. The only way to counteract that attitude is to strictly apply the Collective Agreement in place, while raising the specific areas of transgression in the current round of Negotiations and as well as in Labour Management Committee meetings. Certainly leaving grievances around to languish for prolonged periods does not help, and we have done our best to bring every outstanding grievance to arbitration. We also need to hear about those transgressions that occur at a local level. Notwithstanding the caveats listed above reminding us of our own obligations, we need to know when someone has been unfairly deprived of a teaching opportunity. Finally, in those areas where new issues arise – academic freedom being just one new area of concern – we need to hear from our representatives and members as to the nature of local practices. During this difficult and protracted round of negotiations, it is incumbent upon us all to forcefully direct the Employer's attention to both the issues and the cost that comes from disregarding our Collective Agreement. In defending your rights under the Collective Agreement and the law, we depend upon our members to keep us informed. Here too, our success depends so greatly upon our own solidarity.

May all of us have the very best of the
Holiday Season and may peace reign in
the New Year.

EMPLOYMENT INSURANCE - COMMUNIQUÉ FOR CUPFA MEMBERS

INTERNET PROCESS

Simple, Fast, Practical, Secure

When you stop working
Complete your application for Employment Insurance at:

www.servicecanada.gc.ca

- 1- Click on "**Access Employment Insurance services**" icon
- 2- Click on "**Application for Employment Insurance Benefits on-line**" icon (on the right of the screen)

When you reach the following question on your application for benefits:

“Are you part of a group of employees under an Apprenticeship or Worksharing Program, or part of a group layoff situation and were you given a reference code to submit this application?”

Answer “YES” and it is important to indicate the reference code, to facilitate the treatment of your application.

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It is also **mandatory** to indicate a return to work date if known. If you don't know the exact date, enter **10/10/2010**. **Again please note that this field is mandatory.**

To complete your application, you will need:

- Your Social Insurance Number
- Bank transit number and your bank account number for Direct Deposit
- Salary amount before deductions for the last week worked (Sunday to Saturday), including tips and commissions
- Amounts received or to be received (e.g. vacation pay, severance pay, pension)
- Dates of the weeks (Sunday to Saturday) in the last 52 weeks for which:
 - You received a salary before deductions of less than \$225
 - You did not work (and the reasons why), and you did not receive any earnings.

If you don't have access to Internet at home, you can apply at any Internet source. You can also apply during business hours at any Service Canada Centre closest to your place of residence and please bring this communiqué with you. Delaying in filing your claim for benefits beyond 4 weeks after your last day of work may cause loss of benefits.

To complete claimant reports by Internet, try the “Employment Insurance Internet reporting service” at:
http://www100.hrdc-drhc.gc.ca/ae-ei/dem-app/interdec_preamble.shtml#Privacy

To consult your current or previous claim for Employment Insurance benefits on-line consult “My EI Information on-line” at:
http://www.hrsdc.gc.ca/en/ei/application/my_information_preamble.shtml

For further information concerning our programs and services on line, please refer to the following publication on-line.
<http://www.hrsdc.gc.ca/en/ei/publications/process.shtml>

How do I receive my EI payment?

Shortly after applying for EI, you will receive a Benefit statement in the mail indicating your Access code and the date your first claimant's report is due. Keep in mind that this does not mean that a decision has been made yet on your claim. Along with your Benefit statement you will also receive instructions on how to complete your report with our Internet reporting service or our automated telephone reporting service.

A 2-week waiting period to serve.

You must serve a **2-week unpaid waiting period** before your EI benefits begins to be paid. Generally, this period is the first 2 weeks of your claim. This is like a deductible for any kind of insurance. On the other hand, if you reopen a claim for benefits in which you have already served a 2-week waiting period, you do not serve another 2-week waiting period.

What you should know

Earnings paid or payable by your employer at the end of your employment, while you are receiving benefits or later for a period that benefits were claimed, generally affect payment of your benefits. Furthermore, some earnings paid or payable upon separation can:

- Delay the start date of your claim
- Delay the 2-week waiting period to serve
- Delay the date on which you begin receiving benefits

How much will you receive?

The basic benefit rate is 55% of your average insured earnings up to a maximum amount of \$423 per week. Your EI payment is a taxable income, meaning federal and provincial or territorial — if it applies — taxes will be deducted.

You could receive a higher benefit rate if you are in a low-income family — net income up to a maximum of \$25,921 per year — with children and you or your spouse receive the Canada Child Tax Benefit (CCTB) . You are then entitled to the Family Supplement.

How long can regular benefits are paid?

Regular benefits can be paid from **14 to a maximum of 45 weeks**. The number of weeks of benefits which may be paid are determined at the start date of the benefit period, based on the unemployment rate in your region and the amount of insurable hours you have accumulated in the qualifying period.

Please note that the number of weeks of benefits which may be paid does not change even if you move in another region after the start date of your claim.

Working while on EI

You can't work full time and receive EI benefits. However, you can work part-time while you are receiving regular benefits. You can earn \$50 per week or 25% of your weekly benefits, whichever is higher. Any monies earned above that amount will be deducted dollar for dollar from your benefits.

When requesting regular benefits you have the responsibility to:

- ✓ be willing and able to work at all times;
- ✓ look actively for work and keep a record of employers whom you have contacted and when you contacted them;
- ✓ report all periods when you are not available for work;
- ✓ provide all required information and documents;
- ✓ keep appointments with our office;
- ✓ notify us of any separation from employment and the reasons for separation;
- ✓ report all employment, whether you work for someone else or for yourself;
- ✓ accurately report all earnings before deductions from employment, in the week(s) in which they were earned, as well as
- ✓ any other monies you may receive;
- ✓ report any absence from your area of residence;
- ✓ report any absence from Canada.

Long Service Recognition

This year's long service reception celebrated the following part-time faculty members for their commitment to the University over the years. The Association recognises your value and contribution to your students and to your profession. We congratulate this year's CUPFA members who have served as loyal members of the University community.

20 Years of Service

Elise Bernatchez
Joanna Bottenberg
Marie Josee Errunza
Zelda Ghan
Christiane P. Hamel
Heidi Harmat
Shahla Hodai Hemami
Mohammad Islam
Catherine D. Moore
Margaret Palczynski
Laura Pao-Mercier
Laura Pao-Mercier

25 Years of Service

Lucia Chamanadjian
James W. Hnatchuk
Micheline Lanctot
Sheila Lanthier-O'Connor
Maria Peluso
David Turner
Sara Weinberg

30 Years of Service

Eva Brandl
Micheline Dionne
Maureen Doyle
Danielle Leb
Mary P. Maly
Marie-Paule Marelli
Roland Pollak
Anthony Sisti

35 Years of Service

Stanley Nachfolger

40 Years of Services

James W. Ruddy

Centre for Teaching & Learning Services

In the recent past, we have heard from several CUPFA members that they are having problems with empowered and entitled students. Some cases involve students being aggressive about grades. Other cases have been more serious where professors have been harassed. Are you interested in attending a workshop run in conjunction with CTLS that will help us to understand our rights and responsibilities, the resources available to us, how to communicate with difficult students? etc. Kate Bligh, your CUPFA representative on the CTLS committee, is available to present workshops such as "Providing (difficult) Feedback," and "Dealing with Difficult Emotions in the Classroom." We can also arrange to have presentations about the code of conduct etc. This will be arranged according to demand. Please contact Leslie Cohen (vipcupfa@yahoo.com).

Important Notice

Members in the Faculty of Engineering & Computer Science

Regular part-time faculty members with 24 or more credits of seniority, CUPFA PD will cover the costs of the Professional Association fees required by your faculty. You may make claims year-round, as soon as you have a receipt showing proof of payment. Contact Leslie Cohen (vipcupfa@yahoo.com)

Where are you?

David Moscovitz, Member-at-large

As the member-at-large overseeing the development and maintenance of our CUPFA data base, I cannot stress how important it is for our members to keep us informed of any changes to their coordinates. This up to date information is crucial in our attempt to deliver to our member's vital information in an efficient and timely manner.

Many of you are still not sending in a copy of the Appendix H form you fill out when you apply for courses. Sending in a copy of your Appendix H ensures that we have this vital information.

I am asking the members therefore to fill in the following and send it to the CUPFA offices K-310 in order to ensure that we have your correct coordinates. We want you to remain informed and be kept up to date on news about your working conditions, and about activities or actions the Association is conducting on your behalf.

Please cut and send to the CUPFA Offices – K-310

Last Name _____ First Name _____

Phone Number(s) (____) _____ Other number _____

Email address other than Concordia _____

Are you an alumni or graduate of Concordia? YES _____ NO _____

SPECIAL RATES TO CUPFA MEMBERS
PLEASE ENSURE YOU PRESENT YOUR CUPFA MEMBERSHIP CARD

HOME AND CAR INSURANCE. Essor Insurance

Members wanting 30-40% reductions in home or automobile insurance can call (514) 878-9373. The office is conveniently located at 1080 Beaverhall Hill, Montreal, Quebec, H2Z 1X9.

FINANCIAL SERVICES, TAX RETURNS - J. Freed

THERE IS NO FREEDOM WITHOUT FINANCIAL FREEDOM - LA LIBERTÉ PERSONNELLE PASSE PAR LA LIBERTÉ FINANCIÈRE. Financial services for individuals and small businesses; budgeting, debt management, investments, future planning, personal taxes done quickly, wealth enhancement strategies. Special rates for CUPFA members.

Call J. Freed (514) 483-5130 or email: jfreed@videotron.ca

FLORIST - Fleuristes Mayfair Florists, 5155 Cote des Neiges, Montreal, Quebec

Exquisite floral arrangements for all occasions, dried arrangements, specialty baskets, plants, etc. 10% off for CUPFA members, upon presentation of a valid CUPFA membership card.

Call: (514) 738-1179

MUSIC - Gary Schwartz - Jazz and R&B

Jazz and R&B music available for receptions, parties and group events. Contact Gary Schwartz at (514) 484-2378 or email at g.schwartz01@sympatico.ca

Vintage Wine Band

Vintage Wine is a versatile, professional band with a repertoire of some of the most popular music ever made: the party songs from the 1950s to the 1980s. The band plays rock and roll, R&B, surf, Motown, soul, British Invasion, classic rock, blues, country, disco, standards and social dances. Visit www.vintagewinemusic.com or call Craig Morrison (CUPFA member-Music Department) at (514) 272-0367.

TRAVEL - Superior Travel Agency Inc. Members looking for special packages or reduced fares for their personal travel can contact Eirini Demetlan, Agences de Voyages Supérieur Inc./**Superior Travel Agency Inc.** Place Beaumont - 590 avenue Beaumont, Montreal, Quebec, H3N 1T7. Phone: (514) 277-8677. Fax: (514) 277-2542.

ART - Women's Art Society of Montreal (www.womensartsociety.com) offers a lecture and recital series at the McCord Museum of Montreal. Events resume in March with Elena Lee (Contemporary Canadian Art Glass), Jan Johson (History of Women Printmakers), and CUPFA members: Joanabbey Sack and Elizabeth Anthony (Creative Arts Therapies), and Robin Chemtov (Piano). All CUPFA members are invited to the Annual Juried Art Show and Sale: vernissage at Ogilvy's Tudor Hall, Thursday, April 3, 6-8 p.m. For more information contact Leslie Cohen (vipcupfa@yahoo.com).