

Item: Senate Minutes, November 1988

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DALHOUSIE UNIVERSITY
MINUTES OF SENATE MEETING

SENATE met in special session in Henson College on Tuesday, 29 November at 4:00 P.M.

Present with Mr. W.E. Jones in the chair were the following:

Angelopoulos, Antoft, Archibald, Arnold, Atherton, Attia, Beaumont, Belzer, Betts, Besse, Birdsall, Bissett-Johnson, Black, Blair, Bonen, Borwein, C.M. Boyd, R.J. Boyd, Braybrooke, Breckenridge, Brett, Buckley, Burns, Byham, Carruthers, Chandler, Chapman, Charles, Chatt, Christie, Clark, Clarke, Clements, Comeau, Cornwall, Courtney, Cross, Cummings, Dickson, Doolittle, Dykstra, Easterbrook, Egan, Embil, Flint, Forgay, Forrest, J. Fraser, Frick, Friedrich, Gamberg, Gass, Geldart, Givner, Granam, Gratwick, Greenfield, Grunenfelder, Gupta, Gwyn, J.M. Hall, Hart, Holloway, Holt, Honig, Imrie, James, Jericho, Johnston, Kamra, Kasdan, Kemp, Kennedy, Kerans, Kimmins, Kirk, Klein, Kwak, Lawrence, Lee, Leffek, LoLordo, Luther, MacKinnon, Mahony, Marfels, Mason, McDermott, D. McDonald, McFarlane, McKee, McNiven, Medioli, Mehn-Anderson, C. Mezei, M. Mezei, Mitchell, Moger, Morgan, Murray, Nakajima, Nance, D.W.P. O'Brien, O'Dor, O'Shea, Ozier, Palmer, Paton, Peddle, Pross, Puccetti, Radjavi, Ramsay, Rao, Retallack, Richards, Ritchie, Roberts, Robertson, Ruiz-Salvador, Russell, Ryall, M. Sandhu, R.S. Sandhu, Sastri, Schenk, Schotch, Schwarz, Shaw, Shepherd, Shears, Smith, Stairs, M. Stewart, P.N. Stewart, Storey, Stroink, Stuttard, Swaminathan, Tamlyn, K.K. Tan, M.H. Tan, Taylor, Thiessen, Thompson, Tindall, Vance, Varma, Verpoorte, Vining, vonMaltzahn, Walker, Welch, D.P. Williams, Wolf, Wood, Writer, Young, Zentilli.

Invitees: M.G. Brown, J. Eastman, M.D. MacDonald, J. Lewis, S. Watson.

88:134.

Consideration of Notice of Motions

Mr. Braybrooke introduced the motions by stating that they were put forward in a spirit of conciliation. The first one introduced particularized interpretations of motions passed on 7 October 1988 which reaffirmed motions passed in January 1985. He also noted that Mr. Archibald joined Mr. Brett in supporting these motions.

It was moved and seconded (Braybrooke/Brett)

that Senate affirms that students who respected the picket lines will not be examined or otherwise evaluated on material covered in any classes meeting during the strike, unless the students in question are re-offered the instruction that they missed.

Mr. Braybrooke pointed out that this motion was permissive in terms of the form or character the re-instruction was offered and in other ways. Mr. Geldart agreed but wished to add another element of flexibility for students who wanted to be examined for graduation purposes. He believed that the choice would be left to the students if the words "required to be" were inserted between "be" and "examined" in line 2. Mr. Braybrooke was unsure what difference this would make and suggested further

discussion. Mr. Brett did not consider this to be a friendly amendment.

An amendment was moved and seconded (Geldart/Belzer)

that the words "required to be" be incorporated in the motion before "examined".

Ms. Vance thought that this intent might be covered by the original motion. Mr. Borwein did not see any advantage to the proposed amendment. Mr. Archibald stated his intent to vote against the amendment as he considered it to be antithetical to the original motion for principled and pragmatic reasons. Ms. Ozier urged Senators to vote against the amendment as it moved the onus of responsibility from faculty members to students and did not help students who, for example, believed that some professors noted attendance at classes during the legal strike.

The amendment failed.

Ms. Vance was concerned that the phrase "re-offered the instruction" should be explicated. Mr. Stuttard agreed with the sentiments expressed by Ms. Vance and suggested that "instruction" for example, as face-to-face contact, should be spelled out more clearly. Mr. Kennedy believed that it would be difficult to define the type of instruction exactly. Mr. Williams considered that students need direct instruction formulated by the instructor. Furnishing texts, outlines and handouts may not be sufficient. Mr. Lawrence expressed the view that all actions of conscience have loss attached to them, but that crossing the picket line was never a matter of conscience for students. Mr. Taylor offered a possible amendment, specifically, inserting the words "classroom, laboratory, or similar formal instruction" after "re-offered". Mr. Braybrooke sympathized with what Mr. Taylor suggested and proposed that the phrase "in a substantially equivalent form" be inserted after "re-offered". Mr. Braybrooke's amendment was accepted by the seconder. Ms. Vance stated that she would like to see the words "based on mutual agreement of students and faculty" appear at the end of the motion. Messrs. Borwein and Braybrooke suggested that the second motion might cover this point. Ms. Tamlyn queried what the mechanism of appeal would be. Mr. Jones suggested that the usual appeal processes would be in effect. Mr. Braybrooke recommended inserting the phrase **"on the basis of mutual agreement between students and faculty members, in a substantially equivalent form" after "re-offered"**.

Ms. Ozier wondered if the "agreement" would be about "how" or "whether" the instruction would be re-offered. Mr. Braybrooke suggested that it would cover all these things. Mr. Murray was reassured by the flexibility inherent in the initial motion but queried the flexibility in the phrase "substantially equivalent". Mr. Braybrooke considered that there would be more room for manoeuvre in some cases than others. Mr. Smith wondered whether the phrase "mutual agreement" took care of the phrase "substantially equivalent".

The motion, as amended, **passed**.

The amended motion reads:

That Senate affirms that students who respected the picket lines will not be examined or otherwise evaluated on material covered in any classes meeting during the strike, unless the students in question are

re-offered, on the basis of mutual agreement between students and faculty, in a substantially equivalent form, the instruction that they missed.

Mr. Braybrooke moved, seconded by Mr. Brett,

That where,

taking due account of requirements for professional certification or other grounds, also approved by the academic units concerned, for holding additional sessions now and in the next several months in classes that did not meet during the strike

and taking due account also of coordination with other classes and sections of classes,

members of faculty and students come to mutual agreement that such sessions be held,

as a matter of academic policy Senate calls upon the Board of Governors to make satisfactory arrangements, including compensation, for members of faculty to hold such sessions,

whether as overload under the workload provisions (Sections 20.08, 20.09, and 31.54) of the tentative collective agreement or otherwise.

Mr. Braybrooke indicated that this motion was more complex and specified three conditions which would have to be fulfilled.

These were not intended to reverse the back-to-work protocol. Mr. Brett added that this motion covered situations not addressed by the first motion, such as missed hours of clinical teaching. Ms. Vance proposed an amendment, stating that the word "striking" should be removed from the first line of the motion so that the motion would apply more generally to all faculty. She also recommended that the portion of the motion concerned with compensation should be dealt with as a separate motion. In response, Mr. Braybrooke suggested that the preamble could read **"in regard to classes that were scheduled to occur during the strike"** and the last line of the first condition could be changed to read **"to make up for work lost during the strike"** replacing **"in classes that did not meet during the strike"**. Mr. Brett was puzzled by the rationale, stating that mutual agreement was required and that it was not their intention to compel people to teach classes. However, the changes specified by Mr. Braybrooke were accepted as a friendly amendment. Mr. Braybrooke, referring to Ms. Vance's second recommendation, did not accept this as a friendly amendment. He observed that Dalhousie University currently paid faculty members less than they would receive for comparable positions elsewhere. Therefore, to ask faculty to give further instruction without compensation would exploit them further, in his view.

Mr. vonMaltzahn questioned whether compensation was something that Senate should deal with, as Senate did not consider wages or salaries normally. Mr. Flint suggested an

amendment for the end of the second motion, as he was conscious that this was a matter for the Board to decide. Thus, the words, "In the event that the Board of Governors refuses payment for such compensation, Senate requests that the Board of Governors refund the fees for the period of the strike to all students" would follow "otherwise".

Ms. Vance was concerned that if the Board refused both alternatives, students would not get the classes they had missed. Mr. Stewart claimed that these hypothetical concerns could be dealt with at another Senate meeting if they became reality. Ms. Tamlyn wondered if monies would be made available to non-DFA part-time people who were doing extra clinical teaching. Mr. Williams said that the passing on of knowledge and understanding was not done without reference to teachers. Thus, it would not be appropriate if compensation were absent for making up real teaching time.

Mr. Murray queried whether students who were taught during the strike should have fees refunded. Mr. Flint suggested that the logistical problems would be too difficult to handle, and that all students had been affected to some extent.

Mr. Friedrich supported the students' attempt to separate the clauses about compensation from the motion. Mr. Shepherd supported the motion as it stood, as the onus would be shared by both faculty members and the Board of Governors. Mr. Borwein suggested voting on the original motion to determine the view of Senate on this question. Ms. Ozier maintained that the orderly reentry of students had not been addressed in the new contract and that the original motion gave the Board another chance to overcome this problem.

Ms. Vance contended that the compensation issue was outside the classroom. Students wished to be assured that extra teaching would be offered regardless. They would, however, support faculty being compensated, as a separate issue.

It was moved and seconded (Vance/Imrie)

that the last two clauses of the motion become a separate motion.

Mr. Braybrooke repeated the point made by Mr. Borwein and clarified that compensation would only be offered in a few instances, and that this would represent only a fraction of regular pay. Mr. Kennedy sympathized with the students but urged acceptance of the original motion, as the University must not legislate free teaching.

Ms. Watson maintained that the students did understand the situation, and that with due respect to the movers of the original motion, this would not really improve the quality of education.

Mr. Kerans maintained that the original motion set the problem in context as the role of faculty had been minimized before the public over the past few weeks. Mr. Brett commented that this motion did not represent an attempt to subvert ordinary processes, as it made reference to the proposed collective agreement.

Mr. Stuttard clarified that people who were on strike were offering instruction for the first time, not reoffering. Hence, compensation would be given subsequently. Furthermore, faculty were not being compensated for research time lost.

Messrs. Belzer and Fraser spoke in favour of the amendment as it represented a different model, and moral rather than monetary factors should be accorded preeminence. Further, Senate was being asked to intervene prematurely, before the vote on the "peace terms" had taken place.

Mr. Graham believed that everyone attended out of concern regarding the harm done to students. He wondered however if faculty would only make up for the harm inflicted under certain terms. Mr. Graham contended that if he were a student he would be outraged at the suggestion of compensation. Hence, he strongly supported the amendment, maintaining that it would be a moral outrage to proceed with that portion concerned with compensation.

Mr. Williams suggested that it was unrealistic to believe that Senate ought to be above politics and money implications. He knew that Senate frequently considered the costs of mounting work. Hence, Senate could not be expected to consider moral implications if it did not also consider costs. He urged Senators to proceed in an orderly way through this chaos. Mr. Writer found it difficult to believe that he was not embroiled in a union meeting. He supported the amendment, inviting Senators to put aside politics and consider morality. Mr. Borwein asked all present to be flexible. Mr. Young urged support of the amendment suggested by the students and noted that a number of faculty members, including himself, would teach additional classes "for free". Mr. Lawrence contended that collective bargaining was being conducted at the moment, and was concerned that ratification of the agreement had been delayed outrageously. Mr. Braybrooke pointed out that the original motion did not say what would happen if conditions were not met.

The Chair was asked to rule if this motion, in its original form, was in order. The Chair ruled that the motion was in order as adequate notice had been given by the requisite number of Senators. Furthermore, the Steering Committee supported this view.

At this point, the ruling of the Chair was appealed.

Upon vote, the ruling of the Chair was upheld.

Mr. W.E. Jones, responding to Ms. Dykstra's query, indicated that, as in previous meetings, he assumed that non-members were not voting.

The amendment to separate the motion passed.

The first motion as amended **passed**. It reads:

In regard to classes that were scheduled to occur during the strike, taking due account of requirements for professional certification or other grounds, also approved by the academic units concerned, for holding additional sessions now and in the next several months to make up for work lost during the strike and taking due account also of coordination with other classes and sections of classes, and where members of faculty and students come to mutual agreement, then such classes shall be held.

Discussion turned to the second motion of the split motion. Mr. Braybrooke suggested a new **preamble "to assist faculty members and students in reaching the mutual agreement referred to in the previous motion"**, which was deemed acceptable by

Senators.

Ms. Vance (reiterating Mr. Flint's earlier suggestion) moved an amendment, seconded by Mr. Borwein,

That, in the event that the Board of Governors refuses payment of such compensation Senate requests that the Board of Governors refund the fees for the period of the strike to all students.

The amendment **carried**.

The main motion as amended carried. It reads:

To assist faculty members and students in reaching the mutual agreement referred to in the previous motion, as a matter of academic policy Senate calls upon the Board of Governors to make satisfactory arrangements, including compensation for members of faculty to hold such sessions whether as overload under the workload provisions (Sections 20.08, 20.09, and 31.54) of the tentative collective agreement or otherwise. In the event that the Board of Governors refuses payment of such compensation Senate requests that the Board of Governors refund the fees for the period of the strike to all students.

The President spoke in the spirit of reconciliation, reinforcing the need for permissiveness and flexibility. The issues were complex, and hence, no simple solution would be sufficient for the needs of different disciplines and Faculties. It did seem to him and to Vice-President Stairs that many of the problems were being resolved. He was prepared to recommend to the Board of Governors the following measures:

- (1) limited compensation for a very small number of cases where there was genuine hardship.
- (2) a committee be established, comprised of the Vice-President (Academic and Research), the President of the Dalhousie Student Union, the President of the Dalhousie Faculty Association and the Chair of Senate which would identify those cases where there was genuine hardship.
- (3) compensation for the small number of part-time faculty who had been asked to work beyond the requirements of their contract.
- (4) a proposal for students, but expected correspondence from the DSU could influence this.

This was a time for reconciliation in his view and a time for putting the needs of students first.

Mr. Braybrooke welcomed the President's remarks in the spirit intended and welcomed the provisions regarding part-time faculty in particular.

It was thereafter moved and seconded (Braybrooke/Brett)

To facilitate carrying out the provision for additional classes just set forth, that the deadline for handing in grades for the first term be postponed until 17 February 1989 for classes in which additional sessions on the work of the first term will be held in the new year and that the members of the faculty concerned be authorized to make reasonable provisions for examining the students affected alternative to any examinations now scheduled for the examination period in December.

Ms. Curri was concerned that the February 17 date would make it impossible for students to graduate in February and to hold supplementals if required. She proposed that grades for A term courses be submitted seven days after the examination period and that final grades for C and R courses would not have to be submitted until April or May.

Mr. Braybrooke suggested that, when students required grades noted on their records earlier than the proposed date, there could be arrangements to facilitate this.

Mr. Christie reported that his Faculty had, the day after return to work, passed a series of resolutions which disposed of these issues. He wished reassurance that the Faculty of Law would be exempted from the motion. Mr. Braybrooke responded that the Law Faculty had detailed pertinent permissive arrangements, but that there was no basic incompatibility with the original motion. Ms. Ozier complemented the Faculty of Law for considering student interests first. She maintained that the Registrar's suggestion would not cut to the core of problems with students, as students taking A level courses were particularly disadvantaged and as other students needed to seek summer employment. Mr. W.E. Jones pointed out that there was no convocation in February and that Senate could convene to accommodate potential graduands at any time. Ms. Curri wished it recorded in the minutes that the Faculties, not the Registrar, would be responsible for assessment. Mr. Betts indicated that Faculties depend on the Registrar's Office for data on which to base this assessment.

Ms. Forgay claimed that it would be a serious disservice to students seeking admission to professional schools, for example, to not have grades available before the end of the year. Ms. Vance concurred. Ms. Vance suggested a friendly amendment which was accepted by Messrs. Braybrooke and Brett **that the words "until seven days after the last meeting of the class to consider work of the first term or 17 February 1989, whichever day comes sooner" would follow "postponed"**. Furthermore, Mr. Braybrooke recommended another amendment which would **add the phrase "except that nothing is to be inferred from this motion that would interfere with arrangements arrived at by the Faculty of Law" at the end of the motion.**

The amended motion passed. It reads:

To facilitate among other things the provisions for additional classes just set forth, Senate agrees that the deadline for handing in grades for the first term be postponed until seven days after the last meeting of the class to consider work of the first term or 17 February 1989, whichever day comes sooner, and that the members of the faculty concerned be authorized to make such provisions as they see fit for examinations alternative to any examinations now scheduled for the examination period in December, except that nothing is to be inferred from this motion that would interfere with arrangements arrived at by the Faculty of Law.

Mr. Williams expressed his delight that Senate conducted itself in such a profitable way and that the President had expressed some agreement with the intent of the third motion. He would check with the DFA executive about the acceptability of the President's proposed action.

Mr. Tindall referred to the recent notice to students from the Vice-President (Student Services) that "students who decide to withdraw from the University or drop one or more of their courses should be aware of the following special arrangements that will apply until December 20, 1988, and retroactively to October 24, 1988: Class registration will be erased from their transcripts so that no "withdrawals" will appear."

He questioned how this memorandum was approved, what the status of the memorandum was, and whether extensions of deadlines were not in the purview of Senate. Mr. Stairs replied that this action had been taken, in response to the concerns expressed by students who were faced with intensified workloads, for sensible and humane reasons.

Mr. Tindall asked if the Senate Committee on Academic Administration had been consulted. Mr. Stairs replied that it had not, as the level of student anxiety had escalated quickly and it seemed better to act expeditiously .

88:135.

Adjournment

The meeting adjourned at 6:40 P.M.