

GAINING GAY SPOUSAL BENEFITS

Homosexuality, Intolerance and Acadia University, or
I'm not homophobic, I'm a true Christian Believer

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Thank you very much. I am honoured to be able to speak to my gay, lesbian and straight friends who are interested in how my colleague, Dr. Beert Verstraete, and I were able to gain full and complete spousal benefits for our same-sex partners from Acadia University.

This is a long story and one that is very complicated. By necessity I am going to omit some details I don't consider important.

The most important thing I must emphasize is that this victory for the gay movement would not have been possible without the unionization of Acadia. This is very important. Certainly, being a tenured member of Acadia's faculty would not have been enough to move certain elements within Acadia's Board of Governors to view gays with compassion and equality. As you may know, gay and lesbians have no protection in Nova Scotia through the Human Rights Act. In my opinion, this is an area that will not change for a long time. The only protection gays and lesbians can expect is through unionized employment.

To emphasize a point, this situation was no different from other requests by gays for equality. What Dr. Verstraete and

I worked for was secondarily a gay issue. Although our opponents saw it *only* as a gay issue, Dr. Verstraete and I saw this issue as a labor dispute between employer and employee. We emphasized this time and again, over and over; but our employer, the Board of Governors never once sent any sort of message that this was a labor dispute.

In our many, many meetings with the President of Acadia we were told how *upset* members of the Board were to even deal with this issue. I made it clear that we were not interested in the Board's religious views, and, indeed, in our grievance we asked that the Board be forbidden to force their intolerant religious views and their heterosexist philosophy on us.

The people who would become our opponents were very easily identified — fundamentalist Christians and the politically conservative. Often, at Acadia, the two are rolled into one. It is of no mere consequence that both Judge Bartlett of Truro — who, as you remember, used his appointed office to force his fundamentalist beliefs upon women who had come to him to escape a wife-beating husband to be told that the Bible condemned divorce, and that he would take away their children if they did not return to their husbands, and former Attorney-General Ron Giffin, who would have used his office to openly discriminate against gays; both of these men are graduates of Acadia University. If you think that Acadia is alone in promoting discrimination, and homophobia, think again. Both are also graduates of the Dalhousie Law School.

Now let us get down to business. The Seventh Collective Agreement between the Governors of Acadia University and the Acadia University Faculty Association, effective until June 30, 1989 is very precise. Article 3.00 No Discrimination reads: "The parties agree that there shall be no discrimination, interference, restriction, pressure or coercion exercised or practised toward any employee or toward any person in the employ of the Board who is not a member of the bargaining unit in respect of salary, fringe benefits, group fringe benefits, pension, appointment, re-appointment, rank, promotion, tenure, dismissal, sabbatical or other leave, because of age, race, creed,

national or ethnic origin, political or religious affiliation or belief, sex, sexual orientation, marital status, physical handicap, kinship to any person in the employ of the Board, place of residence or by reason of membership or activity in the Association or in any other lawful organization."

The key words here are: There can be no discrimination with regard to fringe benefits, group benefits on the basis of sexual orientation or marital status. Obviously, these are the words that gays have been working to have in human rights legislation across the country. Certainly, one would think having this in place on the job would be enough and would be clear to all. I am here to tell you that it is not enough. A gay librarian at Carleton University is grieving against the University in asking for benefits for his gay partner. Carleton has a no discrimination clause in its contract, similar to Acadia. Ontario has a no discrimination clause on the basis of sexual orientation in its Human Rights Act; but it is not enough. The administration at Carleton University is still blocking equality for this gay. Many heterosexuals do not believe that gays and lesbians have any rights. The term, sexual orientation, I am told by the union always meant gay. Don't you find it peculiar that the Board of Governors agreed to its inclusion into our contracts since 1981; but, evidently had no intention of honouring it. Certainly, Acadia's Board of Governors is guilty of bargaining in bad faith. At Acadia, some of us have an expression: "Why should it be simple when it can be complicated?"

Article 3.00 is further clarified, elsewhere in the contract. *Tuition Discounts*: With the exception of correspondence courses, the academic fees charged to the children or spouse of an employee in respect of any or all credit courses taken at the University shall be one-half of the standard fees. Group fringe benefits are also described for such items as life insurance and extended health benefits which include a drug plan, more benefits with regard to hospitalization, chiropractic treatment, etc. It was on the basis of these three Articles that a grievance was begun. The specific issue of this grievance was extended

medical coverage including a drug plan, currently provided by Maritime Medical Care, Inc. (Acadia's carrier) for our respective partners. In both cases there is a serious, longstanding, committed relationship. I approached Dr. Verstraete in April, 1985 asking if he would join me in asking the University for benefits. Dr. Verstraete took this matter to the Executive of our union through the union president. I also met with the incoming President, who also brought this to the attention of the union executive. In late June, 1985, Dr. Verstraete and the union president met with Dr. Perkin, President of Acadia. Another question raised was the fifty percent tuition fee discount currently allowed under the Collective Agreement for spouses. Dr. Perkin expressed his willingness to pursue the whole issue and his sympathy with our position. In fact, Dr. Perkin informed Beert that he was surprised this issue had not been raised earlier, that he had been expecting the issue to arise and that he thought this was an administrative detail that could be handled discreetly and simply by his office. I contacted Dr. Perkin in late August, 1985, requesting the fifty percent discount of tuition for my spouse. Dr. Perkin confirmed this discount by letter in early September. You can imagine our relief in the support we were receiving from the Presidents of both Acadia and the union. We thought that this was to be simple; but, unfortunately, this was not going to be the case. Subsequently Dr. Perkin discussed fringe benefits including extended medical coverage informally with certain members of the Executive Committee of the Board of Governors. No decision was reached; however, Dr. Perkin made it clear that the Executive Committee of the Board of Governors did not wish to discuss this matter. Apparently several members were offended that this matter even be mentioned. At this point Dr. Perkin suggested the question of extended medical coverage be referred to Acadia's Group Insurance review Committee for a recommendation. This is the beginning of a long series of delays. Often to get the simplest decision we had to wait months for committee meetings to be held. This was also Dr. Perkin's way of avoiding responsibility in this issue. I want

to remind you that Perkin could have made a positive decision in September of 1985 on this matter. He did not do it, out of fear of reprisal from the Board of Governors. I would like to make several other points. First, Dr. Perkin backed away from this issue because of pressure from the Executive of the Board, most probably coming from the President of the Board, Lloyd Caldwell, a lawyer from Halifax. With reference to Dr. Perkin, however helpful he was initially, he did back away from the issue for no other reason than to save his own ass. Historically, this is an attitude that was very popular with his generation. The apology that "I was only following orders" is unacceptable from a man who considers himself to be sincere, fairminded, liberated in his thinking and a Christian minister. For all of the other qualities, this is a damning flaw in Dr. Perkin's leadership and character. Second, Dr. Caldwell, as President of the Board, had no business interfering in an issue that was an important human rights issue and an important labor-relations issue. Certainly as a lawyer, at the very least, an impartial attitude was expected. Instead, what Beert and I received from the very beginning from Dr. Caldwell was a homophobic bias based on an extremely myopic and very fundamental interpretation of certain unimportant sentences in the Bible. Third, Beert and I knew at this point that any progress was going to be slow. Again, I would like to emphasize that without the union we most probably would have been fired. Yes, there were several calls for our dismissal.

Now, I would like to tell you about some of the attitudes expressed by various individuals as I believe these attitudes are quite common.

1. It is fine to be gay but under no circumstance should this fact be obvious. I received support from my immediate boss, the Director of the School of Music, until this became a public issue. Then it was "in bad taste" to discuss your sexuality publicly. I replied that I thought it was in bad taste to flaunt his heterosexuality in front of me by pinching coed butts and making rather contentious remarks about various coeds in the

- School. Do you know? He was not aware of doing any such thing. When he thought about it, he apologized.
2. Gays do not have long-standing same-sex relationships. A gay's sexual life is a series of one-night stands. This is a very commonly accepted myth by straights and gays. Long-standing gay relationships are much more common than previously thought. There are two very detailed and lengthy studies of this phenomenon, one by David McWhirter and Andrew Mattison, *The Male Couple* or How Relationships develop, and another by Charles Silverstein, *Man to Man*, Gay Couples in America. This is an area whose study has just begun as gay couples are becoming more visible. As a university professor I believe it is very important for gay couples to stand as role models for other gays. Certainly, heterosexual couples could learn much from gay couples.
 3. Another attitude : There are no gay spouses as two people of the same sex cannot maintain a long-term commitment to each other. Another myth. This is a commonly held belief between gays and heterosexuals. I believe the reason for this is that many gay couples have no interest in the gay bar scene, becoming invisible to other gays. To heterosexuals, being gay is such a hideous sin and crime that they won't think about two men living together as being anything more than roommates.
 4. People of the same sex can not marry, therefore there is no such thing as a gay or lesbian spouse. Gays and lesbians are prevented from marrying by a heterosexist society. This is one of the straight's favorite catch 22 arguments. "You aren't married; therefore, you don't have a spouse. And I am certainly not going to change any laws which will give any sort of recognition to this evil, immoral, hateful, sinful, disgusting relationship. You should be ashamed for even asking."

5. Sexual orientation does not mean gay. It means bestiality or you are a pederast. You are going to *convert* my son to homosexuality. If it does mean gay then it can only mean you can't be fired for being gay. Above all, sexual orientation, if it does include lifestyle, does not include a same-sex partner. After all, what is there to prevent two heterosexual men from living together and asking for spousal benefits!!! Another attitude : Your same-sex partner is not the same as my wife. In other words, my wife is better than your partner.

After months of waiting for a recommendation from the Insurance Committee, we learned in February, 1986, that the Committee had agreed in principle to such coverage. By this time the Committee was in contact with the Maritime Medical Care regarding its policy for the type of coverage requested. The reply from MMC was negative. The Committee wrote a second letter to Maritime Medical Care asking for the reason for its refusal. The reply from Maritime Medical Care was even more adamantly negative. You should know that in 1982, Dr. Verstraete wrote Maritime Medical Care concerning medical coverage for his partner. At this time Maritime Medical Care replied that all that was necessary was approval from Acadia University. We told this to Dr. Perkin in 1985. He did nothing to help us.

In early March, 1986, the Insurance Committee distributed its report inviting comments from faculty and staff at a meeting. At this meeting Dr. Verstraete raised the issue publicly asking the Insurance Committee to reverse its decision approving Maritime Medical Care as the carrier of extended health benefits on discriminatory grounds. The request was denied. It should be noted that the "gay issue" was not even alluded to in the Committee's written report. You can imagine how frustrated Beert and I were to have this referred to a committee, to have to wait months for its report, to discover that it was not even mentioned.

This is common practice in a heterosexist society. Do not write about gays, lesbians, or gay couples. Give them no cred-

ibility or recognition in writing. If Beert and I made mistakes in this matter, it was by being too trustful. In retrospect we should not have had numerous meetings with the President. Meetings are not very useful as it gives you no documentation of what was said. My advice : refuse to meet. Write letters instead. If you must meet write a letter afterward outlining what was said. Keep a diary of all events, meetings, telephone calls and correspondence.

Eventually, Beert and I received copies of the minutes of the Insurance Committee. It is a perfect example of how the Committee, in particular the chairman and secretary, made an attempt to show that they were doing as they were requested but they did not agree with it and would not do one thing more. The Committee actually went to an outside firm asking if there were benefits for gay couples in this country. The reply was that no such coverage existed. Needless to say, the firm did not do its homework and it did not know about coverage for the gay civil servants in Quebec or for coverage for same sex couples at York University in Ontario, nor the gay spousal benefits in British Columbia. The Committee said that they recommended using Maritime Medical Care as the carrier as it would be *cheaper* than going to a private company. Beert and I were prepared to debate this issue as we knew that coverage at York University was actually less expensive than Maritime Medical Care.

A few days after this meeting, the Committee suggested we take separate individual coverage with Maritime Medical Care and that the University pay half the premium. This attempt at mediation proved to be discriminatory as a check by Beert revealed that such coverage was inferior to the University's fringe benefits (no drug benefits). Outside coverage can be very expensive. If you are in good health it is cheap, however : cost is on a sliding scale. Insurance companies are in business to make money. If you have a major illness your premiums will be raised — not for your good — but to insure the company's profit. The Committee still presented this suggestion of outside coverage to the Executive Committee of the Board of

Governors on March 17, 1986. The Board rejected this compromise. Also on March 17, 1986, the Executive Committee of the Board of Governors ruled that a number of fringe benefits were not available under Article 26. Our grievance was filed immediately. The contentious issue was that the Executive Committee of the Board of Governors, in a blatantly discriminatory decision, ruled that Article 26 extended health benefits listed under "Group Fringe Benefits" were not fringe benefits available to us or our partners.

On April 24, 1986, we notified the chairman of the Grievance Committee, that we wished to have a meeting of the Committee postponed, pending our evaluation of a written offer by the Executive Committee of the Board of Governors. On June 16, 1986, (note another two month delay) the Executive Committee agreed to a policy statement regarding medical coverage for the partners of certain employees, to be implemented by the Administration. This policy reads :

1. Where an employee is cohabiting on a continuous basis with a partner in a spousal relationship, but not a legal marriage, the cohabiting partner may obtain, on an independent basis, personal health coverage comparable to the University plan. (Please note this document was designed specifically to deal with gay and lesbian couples. Unmarried heterosexual couples could have had the coverage immediately. The words, gay or lesbian, are never used. This document is an excellent example of how straight society deals with a gay and lesbian issue by refusing to mention them.)
2. In such a situation and where coverage has been obtained, the employee and the cohabiting partner may apply to the University for contribution towards payment of such coverage for the cohabiting partners.
3. The application to the University shall be in writing and shall be signed by both the employee and the cohabiting partner verifying that for a period of not less than one year immediately preceeding such appli-

cation and at the time of the application that a continuous cohabiting spousal relationship has existed and continues to exist between them.

4. Upon receipt of such application and at the sole discretion of the University, the University may accept the application and assume responsibility to one-half of the cost of the premium required to pay for the coverage referred to in paragraph 1 and up to a maximum of \$15.00 per month.
5. Where such application is accepted by the University the employee shall notify the University immediately upon such relationship ceasing to be a continuous cohabiting spousal relationship whereupon the University is no longer required to make the contributions referred to in paragraph 4.
6. Should the employee fail to so notify the University the employee shall be personally liable to repay the University any amount of money contributed to the employee's cohabiting partner pursuant to paragraph 4 by the University after such relationship ceased to be a continuous one.

This is a very important document. To begin, it was modelled after a similar statement at York University. The University asked for legal advice in its preparation; hence, the legalese language. Acadia's lawyer, we were to learn later, offered the opinion that this type of coverage *should* be put into place for unmarried couples. Acadia made no issue over offering coverage to unmarried heterosexual couples. Acadia's lawyer also offered the opinion that if Beert and I were to sue that the University would lose. What is more important here is that this is the first time the Board accepted that fact that unmarried couples, gay or otherwise, could obtain coverage. Also you will notice that the Board of Governors set a maximum of \$15.00 to be paid. This is to underline some of our opponents' thinking. Gab at any excuse to delay — in this case — harp on expense. It is going to cost the University too

much money. Certainly the unspoken fear was that if we take care of these gays, one could have AIDS which is going to drive up the cost of the plan. Never mind the major illnesses of heterosexual couples. Mind you, this penny pinching comes from a Board that approves administrative travel across North America, trips to Africa and Bermuda.

Beert and I had trouble accepting the fact that a written statement was required. Interestingly, Acadia does not ask any employees for any proof of marriage. The employees could claim to be married and the University would not be any wiser.

Beert rejected this offer. I accepted the offer only as a temporary measure. Later we rejected the proposal on the grounds that it was still discriminatory, offering benefits far inferior to the benefits offered by the University Plan, and would only work as long as our partners were in excellent health. In our final meeting with the President on August 20, 1986, all concluded that the policy was temporary, but that the Administration was not authorized by the Board of Governors to take any further action. The grievors recognize the fact that the policy put forward by Dr. Perkin was done in a spirit of good will and collegiality; however, the very offer of the policy by the Administration and the Board of Governors concedes that discrimination did exist and still does exist. In conclusion, our meetings with Dr. Perkin brought out the disturbing fact that Dr. Caldwell interfered with the Report of the Insurance Committee, specifically giving instructions to the Committee that they were not to pursue this issue.

Furthermore, Beert and I were distressed that the Board of Governors had failed to act on this matter for more than a year, offering one excuse after another, the final excuse being that the Board of Governors cannot conclude a satisfactory agreement on moral-religious grounds when in fact this issue should be seen as an administrative and labor agreement.

Officially the grievance went to the Grievance Committee. The Grievance Committee held its first meeting on December 22, 1986, four months later. At the first meeting both sides

presented their case. Beert and I claimed discrimination and the University denied the discrimination. To make a three-hour meeting short, the University's position was that they had tried to get coverage for our partners but were being blocked by an outside party, Maritime Medical Care. Our position was that the University had only asked if there was a policy for coverage for same-sex partners knowing full well that the response would be negative. It was decided that the Chairman of the Grievance Committee would write to the General Manager of Maritime Medical Care, David McAvoy. Quote :

Dear Mr. McAvoy :

I am chairman of a grievance committee in the process of hearing a grievance filed by two members of the Acadia University Faculty Association against the Board of Governors of Acadia alleging discrimination on the basis of sexual orientation in failing to provide an extended health care plan which includes benefits for their homosexual partners.

The grievors requested that someone from your firm appear before the Committee but we have agreed to make inquiries to you in writing in the hope we can obtain the information required with a minimum of inconvenience.

There is correspondence in the file detailing a phone conversation between you and I think D.A. McLeod (Vice President Administrative) in which you "indicated that under present circumstances (homosexual) partners of plan members do not meet the definition under which coverage is provided and MMC is not prepared to change their definition." Would you please confirm in writing whether or not this is an accurate statement and if it isn't, what your position is. Would you also please provide written answers to the following :

- Is MMC under any circumstances willing to negotiate for such coverage?
- What action by Acadia would be necessary to achieve such coverage with your company?
- What other companies offer similar coverage to the current Acadia plan?
- Is coverage for homosexual partners available to Acadia from another supplier in Nova Scotia?

The reply from McAvoy :

I would firstly like to confirm that our position has been that a homosexual partner does not qualify for coverage under the terms of the contract we have with Acadia University or in fact under any of our contracts.

Provision is made under the terms of the contract for coverage of a "dependent". A dependent could include the spouse of the subscriber which by accepted definition is a wife or husband. We have not been prepared to interpret homosexual partners as being equivalent to spousal partners. This reflects our understanding of canadian law and canadian society.

In addition to the intent of the contract, any change in that position because of an allegation of discrimination on the basis of sexual orientation could, however remotely, lead to further charges of discrimination. For example, two persons of the same sex living together who are not homosexual could demand coverage under the plan on the basis that their living circumstances are the same as those homosexual partners except for their sexual orientation. Could we then be faced with charges that we would be discriminating against persons because they are not homosexual?

The foregoing states our position. To refer to your questions, I can confirm that if we were specifically requested by Acadia University, the other party to the contract, to amend the contract to allow coverage, we would be prepared to do so.

In summary, our position is that we do not feel homosexual partners qualify for coverage under the plan but if requested by Acadia to change the plan provisions, we would be prepared to provide the coverage. This would be done for obvious reasons. It would not make it right.

Of course, McAvoy's letter blew Acadia's defense. At the January 7, 1987 meeting of the Grievance Committee, the Vice President (administrative), Mr. McLeod, offered to negotiate coverage for our partners if we would agree to withdraw the grievance. We agreed to drop the grievance on that condition. Coverage was put into place beginning February 1, 1987.

Now, would you like to know how much it cost Acadia to put this coverage in place for our partners? Nothing! The continued harping from the administration at Acadia concerning cost was a smoke-screen to cover their unwillingness to

treat gays with the same equality given to heterosexuals.

I would like to make several points. Acadia has been accused of discrimination two other times in the past and won their cases. In this case they were not going to win, even their lawyer told them so. Another very important area has not been mentioned: publicity. Acadia, or for that matter, any university is afraid of any adverse publicity. Can you imagine the impression losing this case would have on other minority groups and women, not to mention gays and lesbians. Publicity is a very important weapon but it must only be used with caution.

Regarding publicity, the first publicity appeared in November, 1985 in the University's student paper, the *Athenaeum*. This small article mentioned that we were seeking benefits for our partners. The President of Acadia told us that members of the faculty and Board (all anonymous to us) phoned his office expressing their displeasure. Publicity appeared in the *Athenaeum* and in other maritime University newspapers. The reaction was the same. There was CBC radio and television coverage. The reaction was the same. The administration at Acadia received numerous irate phone calls. In my opinion the reason for these reactions was that others knew Dr. Perkin would listen. At no time did he ever tell us that he was not interested in receiving this type of phone call. If he had said, "The contract at Acadia states quite specifically that there can be no discrimination against gays and I am not interested in this type of phone call or information", that would have been acceptable; but Dr. Perkin did not say this and he received the reaction he expected.

After the case ended, I asked about publicity. One of the Board's appointments to the Grievance Committee said he thought it was our responsibility. All agreed; but then they had the nerve to complain about it — when in fact, the University had the opportunity to control the publicity and gave it away.

Another point. At the last meeting of the Grievance Committee, Dr. Lloyd Caldwell was waiting in the wings to

be called. He was the person calling the behind-the-scene shots in withholding coverage. The next day he was to chair a judicial inquiry into Judge Bartlett's activities. How much credibility would Caldwell have had in chairing an inquiry into discrimination charges when he was being accused of discrimination himself. Discrimination against gays or women is still discrimination. Caldwell wanted this case ended so that he could protect his own credibility.

MMC knew it would lose Acadia's contract — worth about \$100,000.00 a year. Coverage from another company does exist for gay couples. Homophobic McAvoy could not be moved in his sexist position — for the same reasons that Caldwell could not be moved — conservative, fundamentalist Christian ideas. But when it comes to making or losing money, those same conservative, fundamentalist Christian ideas become secondary in importance.

I wrote Dr. Perkin a very heated letter that I will read, in part.

In agreeing to withdraw my grievance under no circumstances would I have you understand that I was withdrawing the allegation that Acadia, and, in particular, your administration is discriminatory toward gays. I was giving you an extremely valuable gift I don't believe you understand. I was allowing the University the dignity of not being *convicted* of discrimination. Also, I am not sure that you understand that Mr. McLeod requested the withdrawal. I am under no illusion that the request was made from any sense of humanity or human rights but in response to a very serious blunder on Mr. McLeod's part. It is important that this accusation of discrimination stand to remind all at Acadia that discrimination *for any reason* is repugnant.

The real irony and justice to this controversy begins in March, 1987. Dr. Frank Ledwidge, a Professor of French at Acadia, spoke out against this positive decision. I should add that the gay community has dubbed this rather dubious scholar of society's more, and in particular gay couples, the "Anita Bryant of Acadia." Dr. Ledwidge writes "A homosexual union, no matter how satisfying and complete for the individuals

concerned, is of no possible service to society since it is a union without posterity, even potential. There can therefore be no practical reason for society to grant advantages to a same-sex partner as it does to normal marital partners." To enhance his argument Dr. Ledwidge goes on — at length — to cite Acadia's history and Christian values. To his horror, will Acadia recognize "incest"? Comparing homosexuality with incest is a favorite heterosexual ploy regardless of the scientific proof that 95% of cases involving incest are heterosexual — not homosexual. Poor Frank, he has missed the point. My partner has as much right to the benefits given at Acadia as anyone else. No more, no less.

As far as society is concerned, gays *are* members of society. Our homosexuality does not exclude us — heterosexuals do. Our partners have been there in history from Alexander the Great to the present. Our contributions to society have been enormous in history in helping shape political societies and national boundaries. Gay couples have made enormous contributions to politics, history, language, art, literature and music — much of which has become the modern measure for judging societies in history. To say or even suggest that Michelangelo, da Vinci, Alexander the Great, Frederick the Great, Tschai-kovsky, Gertrude Stein, Benjamin Britten, Timothy Findley, Michel Tremblay, to name a few — to say that these gays and their partners made no contributions to society is sheer stupidity.

Gay couples need society's protection for the same reason heterosexual couples do. Gays have a right to expect spousal status on reporting income tax, in receiving pensions, in a smooth transition of estates in inheritance. And yes, for those who wish to marry, if a religious ceremony can't be allowed in the gay Christian Church, the Metropolitan Community Church, then others who wish it should be allowed the same civil ceremony given to heterosexuals. Why shouldn't my partner have the same medical and university benefits? I have a right in my contract to benefits like everyone else. People like Frank Ledwidge, while enjoying the benefits of society, often

don't remember that gay couples pay taxes and have a right to expect that when a policy of no discrimination is stated, that it means exactly that : no discrimination!

Another faculty member, Prof. William Davenport, wrote to the Board asking that this decision be reversed :

As a proclaimed Christian, I feel ashamed that it took the words of one who does not share my faith to rouse me to action...

Even without the use of specific examples, I feel sage in assuming your agreement that there is a general moral decline in our society. Somewhere, there must be a line that, when crossed, causes an act to change labels from "right" to "wrong". Somewhere, there must be a person or group that has the moral fortitude to draw that line.

I join Frank in a plea that politics and other expediences be put aside in favour of fundamental moral principles, and that you, as a member of the Board of Governors of our university, join us in the name and for the sake of all that is good and holy, and draw that line : veto your Executive's position on the homosexual position.

The full Board spent several hours on this question. The real irony and justice is that Dr. Perkin, Mr. Caldwell and the other Vice Presidents had to defend the decision. Had the Board reversed the decision, the union President notified the Board that the union would have no confidence in any future Board decision. This would have an adverse effect on the operation of Acadia.

Professor Davenport's letter is a perfect example of how homophobic heterosexuals hide behind *their* religion. He fails to tolerate other beliefs. Many gays and lesbians believe that they are gays and lesbians because God made them so. Being gay can teach much to others, including religious tolerance. I defend Ledwidge and Davenport's right to their beliefs and views. What I find disgusting is their belief that I and everyone "in the name of all that is moral and holy" *must* share their views. People, like the so-called moral majority are constantly talking about a decline of morals in society when, in fact, there are more people attending church today than at any other time in Christian history. What the fundamentalists and the moral

majority are talking about is far more evil than homosexuality. What the moral majority is really talking about is censorship of anything they do not approve of and the destruction of the individual. How boring if everyone were alike. If you lose your individuality and personality, what is left? When Davenport and Ledwidge talk about Christianity they are not talking about your religion or your denomination. What they are talking about is *their* Christianity. Their beliefs *must* be yours. Anything else is sin. Certainly Davenport and Ledwidge ignore science, ignore Classical training in Latin and Greek, ignore the experts in the meaning of words. There is an excellent study by John Boswell titled *Christianity, Social Tolerance and Homosexuality*. Boswell is an expert and fluent in *all* biblical language and as a linguist traces how certain words and phrases in the Bible have been charged to fit fundamental Christian ideas. For those who believe the Bible condemns homosexuals to damnation, I recommend this scholarly, well written study. Professor Davenport pleads "that politics and other expediences be put aside in favour of fundamental moral principles..." What he was asking for in the case of issues dealing with gays is quite common. Break the law. Ignore the contract. Do whatever is necessary to make all people fit Bill Davenport's ideals concerning morality: Christianity, what is "right" and what is "wrong".

Professor Davenport wrote two other letters "clarifying" his position to Dr. Perkin. I wrote to Davenport: "I am returning your other letters to Jim Perkin to you. Personally, I find them so oxymoronical and disgusting that I would not comment upon their content to you or at the University of Moncton.

"Homosexuality has been removed from the list of clinical illnesses of the Canadian Psychiatrists Association: *homophobia* has not. Could I suggest that you seek competent medical treatment."

This has been gained since. Several other gay and lesbian couples have asked for and received the benefits given to spouses without any hassle or protest. In one case it took less than five minutes. For me, it has made a lot of the heartache worthwhile.

Also, I have received letters of congratulations from university student unions, from former students — all heterosexual — from as far away as Victoria. Perhaps, most important, I am secure in the knowledge that my partner has these benefits should he need them.

My victory means this for you. Maritime Medical Care does have a policy which does recognize gay couples. If you are unionized and need the coverage, ask for it. There is a precedent in Nova Scotia, in Ontario, in Quebec and in British Columbia. Gay couples are a reality — not a myth. I know gay couples who have been together for 35 years or more.

Whether you are a couple or not, you can help. Write letters. Write to Dr. Perkin, Mr. Caldwell. Tell them you are proud of them and Acadia. It took them two years but they did do the right thing. You can be sure every religious fanatic, every religious bigot, every intolerant fundamentalist, every "good" Christian connected to Acadia has written or phoned Perkin, the Vice-Presidents, and Caldwell to tell them what a hideous sin and mistake they have made. These men, for whatever reasons, did make a positive step in ending discrimination against gays and lesbians. They need support in the form of letters expressing your support of this position. They underwent tremendous pressure to change the decision and, in the end, they do *not* cave in to this type of pressure. Your letters are very important. You must tell them how heroic they are.

Write to Frank Ledwidge and William Davenport at Acadia. Tell them they are out of step with Canadian society. Tell them to go south to the U.S. where they will find company in Readanland, in Falwell country, in the PTL club and their holier-than-thou moral majority. Tell them Canadians find discrimination repugnant — including their pseudo-intellectual and phony religious values. Write to your Premier. Ask that sexual orientation be included in the provincial Human Rights Act.

Is the battle with the Board over? Hardly. A gay and

lesbian information service is vital to serve the Acadia community and the Annapolis Valley. We need a gay and lesbian association to form very important support for our lifestyle and sexual orientation. We need an organization in which gays and lesbians can learn more about themselves and to teach others. We need an organization to help us organize politically to ensure that fundamentalist Christians are not the only voice in making decisions that do affect our lives. We need an organization that will allow us to stand up for our rights, to present ourselves as we really are : moral, responsible, decent, loving members of society. Halifax has several gay organizations including the Gay Alliance for Equality. The GAE does not attempt to serve *all* Nova Scotia. So, the future offers one more mystery. Will the Board hinder a gay and lesbian attempt to organize? And organize, we will. Dr. Verstraete and I are proof that two gays, working together for a common goal, can win.

We must be free. We shall be free. We will be free because we are everywhere.

Thank you.

THE HOMOSEXUAL AND GAY MOVEMENTS

William J. Ryan, Social Worker
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Introduction

This paper will present in two sections an analysis of the social and political movements in the gay and lesbian communities in North America since the turn of the Twentieth Century. The first section will be an historical overview of gay history in the United States and Canada, and the second section will look at some of the issues facing gay and lesbian movements in Canada.

There is some debate over terms used to identify gay men and lesbians. For the purposes of this paper I will use the term "homosexual" to define gays and lesbians in an historical context, as well to speak of those persons whose sexual orientation is primarily same-sex but who would not identify themselves as such, or who are not yet at the point of admitting their sexual identity to themselves. "Gay" generally means either a man or a woman who identifies him/herself as having same-sex attractions and would say that he or she belongs to a particular sub-culture. Many gay women prefer to be called "lesbians", and as much as is possible this is how they will be identified in this paper. The term "coming out" is defined as the development process through which gay people recognize their sexual preference and choose to integrate this knowledge into their personal and social lives. Closure in the coming out process can be said to be achieved when a gay-positive feeling