



Heads up



Volume 2, issue 1

Brief articles on issues of current importance to our members

September 23, 2003

Brief Facts

- On average, we forget 80 percent of what we learn on any given day.
- Experts say that once you file something, there's a 98 percent chance you'll never look at it again.
- Based on the above two facts, we are re-running the article on Partial-load employees' rights.
- The first day of arbitration hearings for Peter Callaghan was spent arguing over whether the record on his college computer of his inter-net visits could be used as evidence against him.
- The college has applied to the Supreme Court of Canada for leave to appeal Sherri Bergman's 2001 reinstatement award

Local meeting to consider strike preparation

Monday, October 6 at 4:30 this Local is having a general meeting. One of the topics on the agenda will be "preparing for a strike." In view of the current state of negotiations, it is prudent to plan ahead.

As you may recall, last year the Local set aside \$80,000 in a strike fund; the purpose of which is to supplement the centrally financed strike pay. It appears from the preliminary financial statements for the past year, that another \$20,000 could be transferred to the fund. Also, we have yet to set a policy governing strike pay supplements.

Even though everyone must pay dues, no one is automatically a member of the Union. Each individual must sign a membership application form to become one. If we do wind up on the picket line, only signed up members of the Local are eligible for strike pay.

Other important business at the meeting

includes the presentation of the annual budget for the Local. This year's budget sets out the details of spending proposals totaling \$77,500 supported by dues and other revenues of \$69,200. members of the Local have this opportunity to criticize and amend the budget at their discretion.

The meeting will also be asked to approve the distribution of the annual honorarium for stewards and officers of the Local Executive Committee (LEC). The actual distribution is significantly less than was budgeted because there is a large number of vacancies. Justice Studies and Media Studies have no representation on the LEC; Business has two vacancies and Technology has one. It will be particularly important to have representation from all departments if we wind up on strike. Please think seriously about volunteering. The Union provides full training and the Local pays stewards an honorarium.

Negotiations – Not "on-time" this time!

August 31, the expiry date for the Academic Collective Agreement, came and went with no settlement in hand. Although this is disappointing to both the Union and the College Compensation and Appointments Council (formerly the Council of Regents,) both are expressing optimism that the process remains productive and will likely culminate in a successful renewal without either party resorting to work stoppage.

The parties had met, face-to-face, for a total of 27 days between March 24 and August 31. The Union had tabled all of its demands by April 22, but the Council held off tabling its "monetary proposals" until August 26.

"This delay made finding a mutually agreeable settlement unlikely in the few days remaining" says Harry Plummer, a member of the Union bargaining team.

There have been no talks since August 31. The Union believes that the Council needs a mandate to change their offer and that's not likely to happen until after the provincial election.

It is the Union's intention to seek a return to the bargaining table as soon as the provincial election is over. Hopefully, some progress will then be made in overcoming the differences between the Union and Council positions.

Partial-load employees have contract rights too.

Have you been hired to teach more than 6 hours a week but not more than 12? If so, you are “partial-load” and therefore covered under the Academic Collective Agreement; a copy of which should have been given to you by the college when you were hired.

Here is a list of your rights:

- one parking sticker entitling you to park your car for free for the duration of your partial-load appointment
- classification and placement on the salary grid in accordance with the classification plans (see pages 131 to 141 in the Collective Agreement)
- coverage under most of the other terms of the academic collective agreement (see Article 26 for limitations)
- representation by the union in disputes with the college that arise from the application of the collective agreement or any relevant statutes
- provided you sign a membership application form, membership in the union and participation in the operation of the union
- preferred consideration when you apply for a vacant full-time position (your application must be considered by the college before they entertain any applications from persons outside the academic bargain-

ing unit.)

You have access to several benefits as well. These include the following:

- an excellent Extended Health Care plan, paid for entirely by the College, covering you and your spouse and dependents for several medical necessities including semi-private hospital care, prescription drugs, prosthetics, chiropractics, podiatrics, ambulance transportation, physiotherapy, massage therapy, etc.
- access to other group insurance plans for Dental Care, Vision Care, Hearing Care, and Group Life Insurance provided you pay the premium
- pay for statutory holidays falling within an assignment period — but only if the holiday is a day

when you would have been scheduled to teach

- pay for a number of days you miss due to sickness or injury, or because you must take care of sick family members
- paid bereavement leave
- paid leave for jury duty or to be a Court witness if a subpoena is issued.
- paid religious leave where approved by the college
- parental leave with a “top up” of Employment Insurance benefits to 93% of regular earnings for the period you would otherwise have been employed
- the right to take any college-operated, Ministry-approved courses for a flat fee of \$20.

Learn more about your contractual rights by getting to know your Local Executive Committee members:

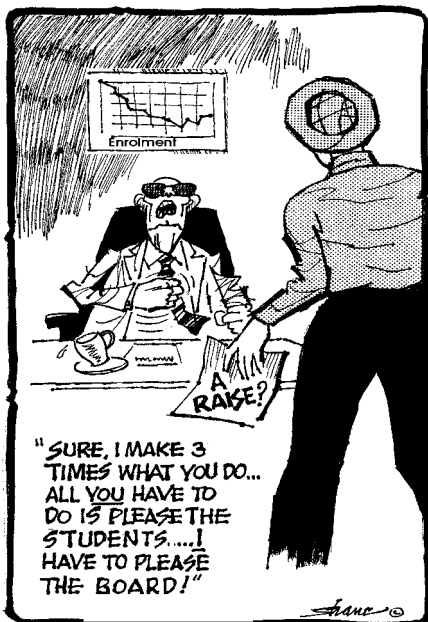
President — Bernard Belanger
 Chief Steward — Harry Plummer
 Secretary — Jack Sontrop
 And Stewards —
 Wayne Boicey
 Gord Peck
 Eugene Tay
 Lorne Thompson
 Shirley Wasson

Where have all my e-mails gone?

Three members of this Local were separately looking for a copy of an e-mail they each received in early July from our Workload Resolutions Arbitrator. They needed the e-mail to verify the text of the arbitrator’s award as their supervisor appeared to have a slightly different version. To their surprise, the e-mail had disappeared from their Groupwise™ mailbox.

Their first thought was there was a conspiracy afoot to eliminate their evidence. This was not the case! As few employees seem to know, the college routinely wipes out employees’ e-mail accounts — usually after about 3 months — even e-mail that you moved from the “Mailbox” to the “cabinet!”

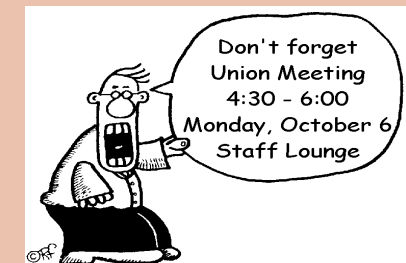
There are ways to avoid losing important e-mails. One way is to ‘archive’ the important ones. Directions for how to do that are available in the Groupwise “help” menu.



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**OPSEU Local 420—
 Academic Employees at
 Loyalist College**

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 Belleville, ON
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Dangerous Things

the chief steward's column

Harry Plummer

With six dates on the calendar, this fall is shaping up to be the busiest period for arbitrations in the history of the Local.

First in line is Peter Callaghan's unjust dismissal grievance. One day of hearing was conducted on September 11, but no progress was made because the College wanted the arbitrator (Paula Knopf) to allow them to introduce evidence they discovered after Peter was dismissed and use that evidence to justify his dismissal. Ms Knopf adjourned the hearing and is considering her response. Meanwhile, eight additional days of hearing have been scheduled; the first being January 13.

On September 15, the college wasted an arbitration day when they refused to simply admit that the individual who was the focus of the hearing had actually been employed. The Union has raised the issue of the status of Donna Lynch, who has been employed as a sessional professor in the Nursing program. According to the reports of sessional hiring, required under Article 27.12 of our Collective Agreement, Donna has served as a sessional professor for about 18 months; 6 months longer than is permitted. Consequently, the Union claims, Donna should have been made a full-time, bargaining-unit employee and the college should have collected and remitted union dues. Donna was responsible for 14 hours of hospital practicum, scheduled as two, seven hour blocks.

The college refused to go ahead with the arbitration because there was no witness to provide evidence. Donna failed to show at the hearing and I was in Toronto at a negotiations meeting. Our lawyer, Kristin Eliot, believes the arbitrator could have dealt with the principles without having any evidence, but the college stub-

bornly refused to admit that Donna had even been employed as a sessional.

When the hearing broke down, the college suggested they would settle the matter by agreeing to fill positions like Donna's with Partial-load employees, but only if they could classify them as Instructors. The Union refused as this conflicts with the current practice to consider all nursing practicum as Professor's work. A second arbitration day has yet to be set.

On September 29, Paula Knopf will consider five grievances, all of which relate to the college's reluctance to fill on-going, full-time vacancies. They will be heard as a group. The Union has been pushing the college to "post" full-time vacancies in time to fill them immediately upon them becoming vacant. The college habitually delays posting the vacancies in an effort to save money by temporarily using sessional and part-time help.

The position held by Harry Kulpers is the case in point. Harry retired from the college in the summer of 2001. Instead of posting the position, and therefore providing an opportunity for the four partial-load employees in Harry's department to exercise their contractual right to apply for the vacancy, the college entered into two sessional agreements with two of the partial-load people. Then, to compound the infraction, at the end of 12 months of sessional employment, they made them partial-load again and entered into two other sessional contracts with the other two partial-load employees.

While the arbitrator considers what relief she can grant to compensate the employees who were deprived of the opportunity to apply for the vacancy, she will also deal with the same principle as it relates to vacancies that the college failed to post when Mary

Chambers and Sherri Bergman left their full-time positions.

On October 22, arbitrator Richard Macdowell will be asked to decide whether the college has the right to schedule unused vacation time in conflict with the Union Local's right to purchase release time for its officers. Because my duties with the negotiating team carry on through the summer, I have several months of accrued vacation. The college has directed me to take that vacation immediately upon return from negotiations. This direction compromises the Union Local's ability to police the Collective Agreement. The settlement I have asked for is that they refrain from scheduling any additional vacation until the local no longer wishes to purchase release time for me.

On October 27, arbitrator David Starkman will consider whether the newly created position of Chair of Human Services Management (the new Degree Program) should be included in the academic bargaining unit. The decision will depend upon the degree to which Dr. Thomas (the incumbent) is performing duties normally associated with the Professor classification.

On November 12, arbitrator Susan Tacon will ponder whether the college owes Debbie Wilson money for acting as a coordinator. Debbie claims she was assigned duties normally performed by a coordinator. She claims her supervisor told her she could be paid for the duties because she was on probation at the time.

And with all this going on the College wants to kick me off campus to make up for lost vacation time?

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