



Heads up



Volume 3, issue 1

November 23, 2004

A special issue devoted to demand setting by our members

A message from Paddy Musson, on behalf of the CAAT (Academic) Division of OPSEU

Help wanted

School Stewards

Vacancies exist in several departments

- ⇒ Business and Applied Arts (1)
- ⇒ Media Studies (3)
- ⇒ Applied Science and Computer (2)
- ⇒ Justice Studies (1)
- ⇒ Corporate Training and Skills (1)

No experience necessary - we will train

Generous stipend
Delicious perquisites
High potential for job satisfaction

Apply at General Meeting
November 29

The setting of demands for the next round of negotiations is in your hands. The negotiation team may only deal with demands that originate at a Local Demand-setting meeting. To assist you we have prepared an executive summary. This summary is the product of the Pre-bargaining Conference held this past weekend. Local Presidents and Chairs of committees came together to share ideas on issues that we see as important to the next round of bargaining.

We expect that workload will be the top priority of the union but only you can decide that. At your meeting you will move demands and you will establish demands and if you have not already done it you will elect delegates to go to the Provincial Demand-setting meeting on Dec. 11-12, 2004.

We are in good shape as we begin a new round

of negotiations. Our membership is more sophisticated as a result of the successes of previous rounds. The government is responding to recent attention paid by voters to post-secondary education and the parties will have lots of hard data as a result of the Workload Taskforce's fact finding visits to colleges, the coming workload survey of all members and the logging project.

This will not be an easy round of negotiations, we do not think there are easy rounds, but together we can make the collective agreement more responsive to our needs, we can use it to restore quality to education, to reverse the erosion of quality.

Please plan to participate in your local meeting. You and others like you strengthen the union.

Paddy Musson

Executive Summary of Pre-bargaining meeting recommendations

Grievances:

Expedited Process:

- That the process be mandatory at the request of the referring party.

Workload Process: (11.01 11.02)

- Define the term "section".
- That the type and mix of evaluation methods be determined by the faculty member teaching the course in consultation with their supervisor and the supervisor's consent will not be unreasonably withheld.
- Strengthen the requirement to provide information to the workload monitoring group.

General:

- That the language on Union grievances be broadened to allow the Union to file grievances even when an individual has the right to grieve.
- That G Brent and P Picher be deleted from the list of arbitrators and that 4 more arbitrators be added to the list of approved arbitrators having regard for equity issues including women with a minimum of 2 bilingual arbitrators.

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Workload:

- That workload be identified as one of the top priorities for the upcoming round of negotiations.
- That the quality of education, training, and academic services be identified as inseparable from and directly related to workload issues.
- That contract language be negotiated to update the workload formula and the systems of the assignment of work which reflects and is consistent with the findings of the surveys and the workload diaries.
- Clarify the issue of unreasonable workloads in Article 11.05
- Eliminate Article 11.06

Salary:

- Increase the salaries so that the college salaries fall mid-way between high school and university salaries.
- That the initial placement formula for the job classification plan for professors counsellors and librarians and the one for instructors be adjusted to reflect the changes negotiated to the salary schedules.

Job Security:

- Amend Article 2 to include preference for full-time over part-time positions.
- Amend Article 27.06 to clarify the definitions of skills, competence and experience.
- Increase the requirement of the College to retrain individuals affected in a layoff situation.
- Ensure that the determination of qualifications, skills and experience takes place at the end of the retraining period.
- Narrow the definition of continuing education in Article 27.16
- That the collective agreement includes language that gives effect to partial load seniority in hiring decisions.
- Reduce the probationary period to a minimum of six months and a maximum of one year.

- Remove the requirement in 27.02A2 that experience, as a teacher, counsellor or librarian must have been in Ontario.
- Introduce language that will require the creation and continuation of full-time positions rather than part-time, partial-load, and sessional positions.

Benefits:

Extended Health:

- Add coverage to include wheelchair ramp, once in a lifetime to \$2000, elevated toilets seats, shower/bath chairs, bed/bathtub/toilet rails, commodes and other such as items as necessary to maintain an independent lifestyle.

Dental:

- Remove “alternated benefit” language from policy.
- Add implants – 50% co-insurance to “Schedule E – Prosthodontic Procedures”.

LTD:

- Amend waiting period from 6 months to “ 6 months or the exhaustion of the employee’s accumulated 100% short term sick leave bank, whichever is later”.

Other:

- Amend Article 26.06D to remove the requirement for a written contract of future employment and to substitute a guarantee of access for one full semester (or longer?) following the end of the most recent partial-load contract.
- Negotiate a “long term care” insurance policy.
- Amend the benefits Articles to include the terms of the contracts.
- Establish a Joint Union/Management with an independent chair to review and decide contentious claims and with the authority to bind the insurance carrier.

Vacation and leaves:

- Make the vacation a paid vacation period and clarify the denominator in the calculations of payment.

Fairness and equity:

- Amend the Letter of Understanding Re: Employment Equity delete “At the local level, the parties will work together to facilitate:” and replace with: “At the local level, the parties will establish a joint employment equity committee with the responsibility to develop and implement an employment equity plan designed to achieve:”

Partial Load:

- Provide access to employee paid benefit coverage for 6 months after the partial-load contract expires.
- Include language that gives effect to partial load seniority in hiring decisions.

Coordinators:

- The assigned work of coordinators be specified on an hour for hour basis on the SWF.

Copyright:

- Amend Article 13 to ensure that the faculty member owns the copyright of any work he or she produces and that permission to use resides exclusively with the faculty member.

Professional Development:

- Introduce language that would guarantee members are able to take the ten days of professional development during the periods of assigned workload.

Professional development leaves:

- Increase the maximum compensation for the leave to 85% of the member’s salary.
- Increase the percentage of people allowed taking professional development leave each year.
- Allow members with less than six years service to take professional development leaves.
- Ensure that people who take less than a year are not counted as a full leave.

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- Do not allow the college any claim on work produced during the leave.
- Limit the liability of the College to interfere with professional development leave plans that meet the criteria in Article 20.

Union Business:

- Allow local presidents one week of employer paid educational leave for human rights training provided by OPSEU.

Class Definition:

- Tighten up the Instructor classification to restrict its use

Suggested Demands

The following demands were suggested in the "Countdown to demand setting" bulletins two years ago. The demands that appear in **bold print** were adopted at the 2002 local demand setting meeting. None of the following was achieved but each remains a significant concern:

- 1 A new workload control maximum on the number of students in any section.
- 2 A new minimum evaluation time credit associated with the assignment of a course but not associated with hours of instruction.

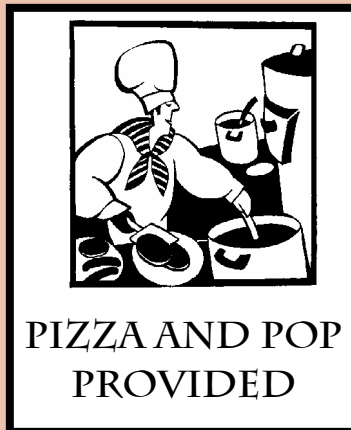
(The purpose would be to ensure minimal time to evaluate a course regardless of reductions in weekly classroom hours.)

- 3 **Improve the preparation and evaluation credits by clarifying that they, like complementary function attribution, are minima and subject to upward revision where warranted.**
- 4 **Amend references to complementary functions to clarify that voluntary work accepted by the employer must be reflected on the SWF.**
- 5 **Remove "Which shall not be unreasonably withheld" from Article 11.01 D 2.**
- 6 **Expand the workload formula to clearly cover alternative forms of delivery; such as electronically delivered modes of teaching**
- 7 **Strengthen the requirement to hire and use full-time teachers rather than non-full-time / sessional.**
- 8 **Make the workload formula apply to all teachers, not just full-time.**
- 9 **Employer paid benefits while on lay-off**
- 10 Employer paid pension accrual while on lay-off
- 11 Retraining period of one year before lay-off
- 12 Lower trigger point for financial exigency clause
- 13 **Severance pay of one month for each year of service**
- 14 Guaranteed re-employment for two years following retraining
- 15 Province wide seniority and bumping rights
- 16 Make bumping rights available following retraining.
- 17 Remove the current two-position limit from arbitration of bumping-

GENERAL MEETING TENTATIVE AGENDA

(Final version available at meeting)

- 1 Call to order - 4:30 p.m.
- 2 Adopt agenda
- 3 Trustees report and Financial Statements for the year ended June 30, 2004
- 4 Nominations and elections:
 - a Vacant Stewardship positions
 - b Central Demand Setting:
 - i 1 delegate
 - ii alternate(s)
- 5 Consideration of demands
- 6 Determination of priorities
- 7 Draw for \$100 attendance prize
Note: the cut-off time to qualify for inclusion in the draw is 5:00 p.m.
- 8 Adjournment



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Heads UP

OPSEU Local 420— Academic Employees at

Loyalist College Room 2N13
Mail to:
P.O. Box 4200
Belleville, ON
K8N 5B9

Phone: 613-969-8989
Fax: 613-969-8989
Email: my.steward@attcanada.net

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- rights grievances.
- 18 Provide that lay-off cannot be effected until after the employee's vacation.
 - 19 Devise a system that would allocate available work on a seniority basis to employees threatened with lay-off.
 - 20 Clarify the definition of "position" as used in the bumping language.
 - 21 Remove the "alternated benefit" provisions from the dental insurance.
 - 22 Create a dispute resolution system empowered to settle any disagreement between our members and the insurance carrier and/or the employer over benefit entitlements.
 - 23 Add "Registered Athletic Therapists" to covered paramedical services.
 - 24 Improve the dollar amount of coverage for vision correction by laser surgery.
 - 25 Obligate the employer to pay some significant portion of the premiums for the retiree extended health, vision and hearing care and dental insurance.
 - 26 Negotiate a "waiver of premium" clause that guarantees LTD claimants will have their Extended Health Insurance, Vision and Hearing coverage, and Dental Insurance continued as in force on the date of disability at no cost to them.
 - 27 Strengthen Article 2 "Staffing" to require the creation of full-time positions rather than non-full-time where sufficient work is available.
 - 28 Strengthen Article 2 "Staffing" to clearly define appropriate uses of sessional appointments and proscribe their use for any other purposes.
 - 29 Achieve salary increases that will maintain our position above high school salaries and reduce the gap between our salaries and those of university professors.
 - 30 Amend the initial step-placement formula to reflect changes in the salary grid.
 - 31 Amend Article 13 "Copyright" to provide that the faculty member(s) shall own the copyright of any work they produce and shall retain the the exclusive right to grant → permission for its use.
 - 32 Create an academic council, with majority control vested in the faculty bargaining unit, responsible to oversee and control all matters directly pertinent to the delivery of academic services.
 - 33 Amend Article 11 "Workload" to make it apply, with appropriately adjusted limits, to partial-load teachers. Include the right to 6 weeks notice of assignment and 2 weeks notice of timetable.
 - 34 Amend Article 26.04 (Partial-load hourly rates) to provide parallel salary schedules for partial-load employees that are based on both teaching and workload hours with the requirement that the teacher be paid according to the scale that generates the higher remuneration in the circumstances.
 - 35 Amend Article 26.10 "Job Security (Partial-load)" to provide for a reasonable probationary employment period following which the Partial-load employee would enjoy freedom from termination without cause, reasonable notice of lay-off, seniority and bumping rights within the partial-load category, and (subject to the rights of full-time employees) the right of recall to available work.
 - 36 Amend Article 26.06 D to guarantee the rights of partial-load employees to maintain their insured benefits for one year following the completion of their most recent period of partial-load employment.
 - 37 Establish an obligation for the college to employ a minimum number of full-time faculty in any diploma granting program
 - 38 Establish a significant allowance of money for Professional Development for each faculty member.
 - 39 Review the SWF attribution of Coordinator's time and clarify the role and definitions of same.
 - 40 Provide for free college-wide tuition for dependants.

