



Partial Load Members Manual

A Companion Guide to the Collective Agreement

2008



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Dear Colleagues

As a partial-load employee at your college, you have the right of membership in the union. The manual will acquaint you with your rights and benefits and ideally provide you with an incentive to becoming an active member in OPSEU.

As a partial load employee at your college you have rights and entitlements that have over the years been negotiated for you. You are on the same salary grid as full-time teachers. Negotiated percentage improvements are applied to both groups. Like full-time employees you can go to your union and have calculations done to see if you are on the correct place on the grid.

You receive 100% paid extended health benefits. This coverage includes 100% of eligible expenses for semi-private hospital coverage; 85% hospital confinement outside of Canada, hospital out-patient services for any acute illness or accidental injury outside of Canada, private duty nurses or registered trained attendants outside of hospitals, emergency services of a physician outside of Canada subject to Ontario fees, dental services as a result of accident or injury, up to \$1500 annually of paramedical services, and over the counter prescribed drugs for a chronic condition and prescription drugs. Because of coordination of benefits you will want to sign up for this benefits that has been fully negotiated on your behalf; unless your spouse is a Supreme Court justice. You are entitled to enroll at your own expense in any of the other plans eligible to full-time employees such as life and dependent insurance, vision and hearing and dental benefits.

As a partial load member, have you signed a union card at the beginning of each hire? If not, you should. Membership gives you the right to move motions, vote, stand for office and set demands.

We recognized that you are especially interested in the rights that touch you. To that end Patricia Clarke of Local 560 and the Executive Committee of the CAAT Academic Division have set out an easy read version of your rights. The Partial Load Members Manual is intended to complement the Members Manual, the Collective Agreement, and Your Benefits: Employee Benefits for Partial Load Employees of the Ontario Colleges of Applied Arts and Technology.

If you have questions go to your Union Local or e-mail me at pmusson@opseu110.ca.

On behalf of the Divisional Executive we welcome you as a colleague in the colleges and in the union.

In Solidarity,

Paddy Musson
Chair CAAT Academic Division

List of Local Presidents

| | | |
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Partial Load Rights

1. What makes me a Partial-load professor?

You teach more than 6 and up to and including 12 hours per week on a contract basis (in day and/or night programs) for an Ontario College of Applied Arts & Technology (CAAT) and you have rights under the Collective Agreement? You are a partial-load faculty member and are part of the OPSEU bargaining unit covered by the Collective Agreement for CAAT-Academic faculty in Ontario.

2. What's "OPSEU"?

OPSEU stands for the *Ontario Public Service Employees Union*. Academic staff selected OPSEU as their union in the 1970s. OPSEU negotiates your collective agreement and represents you in day-to-day contract administration regarding working conditions, salary, and benefits. You are automatically entitled to these services under the *Colleges Collective Bargaining Act*.

By law, union dues, *which are tax deductible*, are deducted by the College from your pay, whether or not you join the union, since all who receive these valuable services share the cost of providing them. Please join so that you can exercise all your rights.

3. What is an OPSEU "Local"?

Each of the faculty unions in the 24 Community Colleges constitutes one "local" in the overall OPSEU organizational structure which includes locals from a wide variety of Ontario public services. Decisions made by members at the local level can greatly affect the overall direction of the union.

Your local officers and stewards are your primary source of information and guidance (in addition to your *Collective Agreement*, of course) as you deal with day-to-day workplace conditions. You may wish to bookmark your local's home page for easy access to your directory of stewards and the latest information pertinent to faculty at your college.

If you wish to ensure confidentiality when communicating with your union local, we advise that you use a private e-mail address, rather than using your College e-mail account.

4. Why should I join the Union?

While the payment of union dues is automatic, membership in the union is voluntary. So why should you bother joining? Here are a few of the benefits of membership.

- Union members develop contract demands for bargaining and union policy. They can present motions, and vote at union meetings. By participating in your local's meetings, you can advance your particular interests as partial-load faculty. This function is especially important when each union local establishes its demands for an upcoming round of negotiations.
- As a Union member may run for union office and participate in the election of stewards and officers who direct the activities of the union local, the trustees who oversee the financial records of the local, and the delegates who represent the local at OPSEU's CAAT-A demand-setting meetings and at the annual OPSEU Convention.
- In the event of a lockout or strike, only union members are entitled to strike pay.
- Numbers count. The number of delegates from your local to the annual OPSEU Convention is determined by the number of signed members in your local. The more CAAT-Academic delegates we have voting at convention, the greater our impact on the direction of OPSEU. Also, OPSEU central provides a rebate to the local of members' union dues that is determined by the number of members in the local.

5. Why do I have to renew my union membership in each contract period?

Because employment status is partial load with gaps in between your partial-load contract is short-term, you must rejoin the union each time you commence a partial-load contract to ensure that you are not dropped. Since the colleges are slow to provide the union locals with the information that would permit us to reach you. We advise you to contact a local steward or drop by the union office to request a membership form each term you commence a new partial-load contract.

All unionized employees in OPSEU pay dues to OPSEU at the rate of 1.325% of income. This rate is set by delegates to the Annual Convention. The less you make, the less you pay.



In addition, most locals levy local dues. Contact your Local for details. All members of the Local must be provided with notice of motion regarding dues prior to the meeting where a decision is made about Local dues.

All union dues are tax deductible.

6. How does the Collective Agreement affect partial-load faculty?

The **Collective Agreement** affects vital aspects of your job and, eventually, your retirement, such as:

- Your wages and seniority;
- your access to extended health and paraprofessional services;
- your access to employee-paid insurance benefits, including vision, hearing, dental and life insurance;
- your access to paid sick leave;
- your job security.

We encourage you to take full advantage of these important rights and financial rewards – won for you through tough bargaining by OPSEU.

You should have received a copy of the Collective Agreement from your college's human resources department when you were initially hired or when more than a year has passed since your previous partial-load contract. Contact the union or the human resources department if you don't have your copy.

Many of the articles of the ***Collective Agreement*** apply to both partial-load and full-time faculty. However, since partial-load salary, step progression, job security, health and insurance benefits, and sick-leave provisions differ from those of full-time employees, the rights exclusively related to partial-load employees are defined in **Article 26** of the ***Collective Agreement*** (http://www.opseu.org/caat/caat_ac/ca.htm). We encourage you to read it carefully.

The following paragraphs provide commentary and advice on various aspects of the contract that pertain to partial-load faculty.

7. Contract Negotiations



The Union determines its bargaining agenda starting at the Local level. Any member can propose demands at a Local Demand Setting meeting. Priorities are established in the same way. This is where Partial Load faculty get to ensure their rights are addressed.

Demands that receive majority support are taken on to the provincial demand setting meeting. Each Local sends delegates, representation based on size. Those demands that are supported by the majority at the provincial meeting form the Union's bargaining agenda. The provincial delegates also elect a bargaining team which then is responsible to take forward and try to achieve the demands.

Your initial input into the contract is attending the Local demand setting meeting, and making sure that Partial Load improvements are put forward. Further, you get to vote on negotiated settlements and/or strikes. Again, majority decisions prevail.

8. Academic Freedom



College faculty in Ontario lags far behind their counterparts in the universities in the area of academic freedom. The Union believes that colleges need to recognize that academic freedom is critical to the continued delivery of high quality education and training at this level.

College faculty lacks, at this time, the contractual guarantees to pursue their disciplines and programs in accordance with their own best individual and collective academic judgments. The industrial model of management imposed on college teachers, counsellors, and librarians over 30 years ago becomes increasingly outdated. The softening of that model by the introduction of various modern and post-modern industrial management theories does not resolve the fundamental problem.

The resolution, at its core, lies in the formal recognition of academic freedom and the positive impact that will have on the college system. Academic Freedom needs to be recognized and protected by an Article in our Collective Agreement, similar to those currently in university faculty contracts. OPSEU is a member of the Canadian Association of University Teachers (CAUT). That organization is committed to seeing us achieve academic freedom.

Academic freedom applies to Partial Load as well as Full-Time.

9. Wages

Partial-load faculty are paid an hourly teaching contact hours. A portion of the hourly pay rate is in lieu of vacation pay. Every time the full-time faculty salary has increased through contract negotiations, the same percentage increase has been applied to the salaries of partial-load faculty.

Partial-load faculty are assessed in terms of education and experience to determine their starting salary. The ***Job Classification Plans*** at the end of the ***Collective Agreement*** define the factors for assessing your qualifications and computing your initial placement. The colleges are obliged to provide union locals with the initial step placement for partial-load employees, so your local can review your placement with you. In preparation, please complete the following ***Salary-Calculation Form*** to determine whether your placement on the salary grid is accurate. If you have any concerns, please contact your union local for advice.

Your Progression on the Salary Grid

A copy of the multi-step salary grid for partial-load faculty is set out in Article 26.04. Each calendar month in which partial-load employees teach 30 hours or more entitles them to a half-month's credit for service. Each accumulation of ten months of service will entitle partial-load employees to one year of service and one step up on the salary grid. Hence, it generally takes partial-load faculty at least two years to move one step up the salary grid.

Changes in the college system, such as dramatically increased class sizes and an increasing reliance on partial-load faculty and part-time faculty, have resulted in the creation of an underpaid work, unlike that of full-time faculty whose workload is limited in terms of many other factors such as class size, teaching contact hours, and the number of course preparations and sections. This problem must be addressed during demand setting.

Your Initial Placement on the Salary Grid

| Salary Calculation Sheet | | Date |
|--|-----------------------------------|------------------------------|
| Professor ____ | Counsellor ____ | Librarian ____ |
| Part A Relevant Experience: Teaching/Occupational | | |
| Experience (up to 26 years) | | Points |
| | Years @ 1 pt/year (max 5 years) | |
| | Years @ 2/3 pt/year (max 9 years) | |
| | Years @ ½ pt/year (max 12 years) | |
| Part (A) Total Points | | |
| Part B Relevant Formal Qualifications All PS Degrees, diplomas, certificates | | |
| CAAT Diploma or PS Certificate | Max 4 _ years x 1.5 | |
| University | Max 6 _ years x 1.5 | |
| Formal Integrated Work Study | Max 5 _ years x 1.5 | |
| Part (B) Total Points | | |
| Starting Position | | |
| Part A + Part B – 8 _____ step | | |
| Adjustments at Start max 3 _____ step (these are discretionary) | | |
| Coordinators allowance max 2 _____ step (if applicable) | | |
| Total | Step ____ | Starting Salary _____ |

10. Job Security & Termination of Employment

Seniority

Each college publishes a seniority list which is posted for at least two weeks in the college and sent to the union local president sometime in January each year. Be sure to check this list and personally file written notice of any inaccuracy to the college within two weeks of the end of the posting (Articles 27.04 A, B, & C).

You are entitled to a half-month's credit towards seniority for each month in which you teach 30 or more hours. Each ten months of credit gives you a year more of seniority (Articles 26.10 B & C).

Termination

You must receive 30 days' notice of layoff from the College. Likewise, if you resign, you must provide the College with 30 days' notice (Article 26.10 A).

There is limited protection for partial-load faculty against bumping in the event of the lay-off of a full-time employee (Articles 27.04 A and 27.06 A (iv))



and (v)). Essentially, a full-time faculty member can bump you if he/she has more seniority than you and possesses the “competence, skill and experience” required for the position you occupy or for the courses you are teaching (or their prerequisites).

Employment Insurance

When you apply for Employment Insurance, be sure you are credited not simply for the hours you have spent teaching in the classroom, but also the hours you have spent in meetings, preparation and evaluation. You can refer to Article 8.04 B (i) of the Collective Agreement where, for the purposes of workload calculation, each *teaching contact* hour (TCH) is credited as 2.17 *workload* hours. As well, to calculate your 'real' workload for EI purposes, you might also like to complete our Standard Workload Form (SWF) spreadsheet.

To acquaint yourself with the regulations regarding Employment Insurance, please visit the government web site: <http://www.hrsdc.gc.ca/en/ei/menu/eihome.shtml>.

11. Benefits

Consult your Benefits: Employee Benefits for Partial Load Academic Employees for more detailed information.

- **Extended Health Coverage**

This 100% paid coverage is available to you and your family. It is possible opt out if you have spousal coverage elsewhere but because of “coordination of benefits: you are strongly advised not to.

You are covered for – 85% of prescription drugs

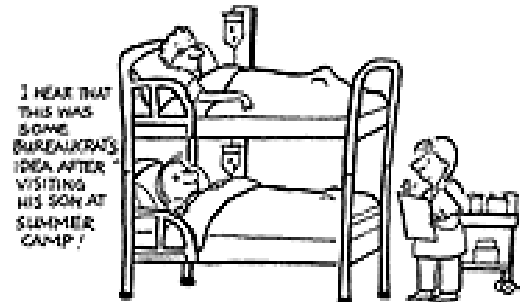
- 85% of over the counter drugs for chronic conditions (MD note required)
- 85% of paramedical services to a maximum of \$1500 per person per year
- 100% semi private hospital lodging
- Some hospital and out patient services outside of Canada
- Note: you are still strongly advised to carrying out of Country insurance.

- **Employee Paid Benefits**

You have access to vision care, hearing care, dental care, life insurance, critical illness catastrophic insurance and dependant life insurance. You are totally responsible for the cost.

- **Coordination of Benefits**

Both Dental and Extended Health have a "coordination of benefits" provision that lets you use both your own and your spouse's coverage. Here's how it works. If your spouse's plan has no coordination of benefits provision, send your claims to them first, then claim any leftover amount through SunLife. If your spouse's plan has coordination, then whoever had the claim, use that insurer first, then the other. For children's expenses, send first to the carrier who covers the parent with the earliest birthday in the year. If your birthday is in January and your spouse in February, then claims go to SunLife first and then the other carrier. This is just the way the insurance companies try to balance out.



Waiting periods & Bridging

There is an initial waiting period for all benefit plans (see booklet), generally the first of the month following completion of one calendar month's employment, although the dental plan requires the completion of six months. However, if you are rehired on a partial-load contract within six months of the end of any previous contract, the waiting period is waived (Article 26.06 D).

Moreover, partial-load faculty may continue to receive benefits *between* contracts with the proviso that they pay 100% of their premiums during this period (Article 26.06D). If you have previously enrolled.

Need Help Understanding Your Benefits or Appealing a Denied Claim?

If you need help, please contact your union office as well as the individual responsible for benefits at the college. In addition, the **Joint Insurance Committee**, a provincial body made up of representatives from the Council, the Union and SunLife, oversees the insurance plans and handles individual appeals. If you are denied a claim, let us know and we will assist you while respecting your confidentiality.

Any concern regarding an appeal or a benefit right can be addressed to the union representative on the **Joint Insurance Committee**. The union chair of this committee is Jeff Arbus, and the other three members are (note to be determined at Divisional) and Donna Mese.

Changing Benefit Coverage

If your personal circumstances change, such as a change in marital status or you add or subtract a dependent you have 31 days to notify Human Resources. Similarly you should contact HR prior to a change in employment to discuss coverage.

When you withdraw from the plan you have 90 days to submit all outstanding claims otherwise you have to the end of the calendar year following the year during which the claim was incurred if still enrolled.

Survivor Benefits

Provided that you have opted for coverage and you have dependents, they will qualify for 6 months of free coverage if you die or they may continue coverage beyond that at their own expense. For details, see page 12 of Your Benefits Booklet.

12. Pension

As a partial-load faculty member, you can contribute to a pension plan for your retirement years. After 24 months of employment as a faculty member, *in any capacity, even with interruptions*, you will be invited to join the CAAT pension plan. For instance, if you were employed by the college in January, 2004, and worked part time hours during the next 24 months, you would be eligible to join the pension plan.

If you opt into the pension plan, you begin to make contributions, matched dollar for dollar by the employer. Once you have contributed to the plan for two years (in other words, four years after your initial hiring), your pension is “vested”, and you are entitled to a pension.

The amount of the pension you will receive upon retirement is estimated every year in a statement from the CAAT Pension Plan. As you continue to teach and contribute to the plan, your annual retirement pension increases.

Should you terminate employment with the college, you can either leave your money in the pension plan if vested for use at pension time or take it with you — all 100% — in a LIRA (locked-in retirement account).

13. Paid Sick Leave

Partial-load employees are eligible for paid sick-leave. Your entitlement can be calculated on the basis of weekly teaching hours and the overall length of the contract. The table in Article 26.08 B provides the details.

Sick leave credits are cumulative, and you can use the days banked in your account as needed, with certain restrictions. For instance, if you are re-hired within six months of the end of any contract or have a written contract for future employment, your sick-leave benefits will be bridged to the next employment period.

14. Paid Statutory Holidays

You are entitled to pay for a statutory holiday if it falls on a day you would normally have worked and if you attend work on your regularly scheduled work days immediately prior to and following that statutory holiday. For instance, if you normally

work on Monday, Wednesday, and Friday, you will be paid for the Good Friday holiday if you work the previous Wednesday and the following Monday.

15. Other Partial-Load Rights

- **Tuition Subsidy** (Article 12): Partial-load employees have access to a Tuition Subsidy which permits faculty members to register in courses at their college for only \$20.
- **Leaves of Absence** (Article 21): Leaves of absence, both paid and unpaid, for personal, health, religious, and legal reasons are available to partial-load faculty. For instance, you will receive your regular pay if you are required to appear for or serve jury duty. As well, you can request leave with pay for religious reasons.
- **Pregnancy and Parental Leave** (Article 22): a Supplementary Unemployment Benefit Plan is available to partial-load employees who are eligible to receive Employment Insurance for pregnancy or parental leave.
- **Prepaid Leave** (Article 23): Partial-load faculty can finance a leave by deferring regular salary for future use.
- Article 26.07 of the Collective Agreement provides details regarding participation, eligibility, waiting periods, and benefit levels for these rights.

16. Other Matter of Interest to You

a) Job Description

The Classification Plans at the back of your Collective Agreement contain the Class Definitions for Professors, Instructors, Counsellors, and Librarians. These set out in broad terms what you can be assigned to do. If you have a question about whether or not an assigned task falls within your jurisdiction or whether or not you can be made to teach a certain course or perform a particular function, contact your steward for assistance.

Generally, labour practice does not allow you to refuse a "bad" assignment. Do it and grieve. In most cases, refusal is limited to unsafe work or that which is contrary to the law. Bad judgment on the part of a supervisor is very rarely a good enough reason to refuse. It may be good enough to win a later grievance.

b) Personnel Records [Article 31]

Performance appraisals must be shown to you and you must have an opportunity to respond before they can be placed in your personnel file. The Freedom of Information and Protection of Privacy Act requires employers to keep your personnel file in an orderly and accessible fashion. Do not disregard any negative comment that is being placed on your personnel record.

c) Discipline & Discharge

The Collective Agreement says little about discharge and even less about discipline. In the case of discharge, the contract requires 90 days notice or payment in lieu. Discharge can be immediate where extreme circumstances warrant it. Partial Load teachers usually just find that their contract is not renewed.

Disciplinary notices to your personnel file have to be shown to you first.

Beyond those contract stipulations; there are general principles that all discipline must be progressive and corrective. The employer must not act in a manner that is arbitrary, discriminatory, or in bad faith. Ultimately, the grievance and arbitration process and even the courts decide if an employer has met those standards.

Discipline is always serious. Verbal warnings are the first step in progressive discipline, and the college has used them in that fashion. Do not ignore any act from your supervisor that could be construed, even later, as disciplinary. **Contact the Union Local for advice.**

If the college meets with you to issue a disciplinary notice including a verbal warning you are entitled to union representation at that meeting. This is strongly advised! Even though you might agree that some discipline is warranted because of some slip-up, the level of discipline may be out of line with accepted standards. Your Union can research this matter for you.

d) Grievances [Article 31]

The grievance procedure is the accepted way that parties to a collective agreement have agreed to resolve differences and misunderstandings between them. One of the Union's primary tasks is to assist members where there might be a grievance.

Grievances arise from violations of, or differing interpretations of the Collective Agreement. In either case, whether deliberate circumvention of the Agreement or different readings, the grievance procedure provides the means of resolution.

Types of Grievances:

The Collective Agreement provides four types of grievances. *Individual* grievances arise where the individual has been affected by the violation. Where several members are affected by the same set of circumstances, a *group* grievance could be filed. Thirdly, a *Union* grievance can be used when the college has adopted a general policy or practice that violates the rights of all members. There are several restrictions on Union grievances that limit their usefulness. There is a general principle in our Agreement that individual and group grievances should take precedence and should be filed. In that regard, individual grievances are the most



likely to succeed. Finally, college grievances allow the college to grieve against the union.

When to Grieve

If you believe you have been affected by a contract violation, then you have a possible grievance. Time limits are important. You must act within 20 days. Before that deadline, contact your area steward or the Chief Steward to discuss your concerns, get the details of the process, and prepare your grievance. If you wish to use any informal discussion to resolve the problem, that's fine but do not lose sight of the time limits or your grievance may well be lost. **The decision on whether or not to grieve and how far to proceed, rests with you as the grievor.**

Right to Grieve

Finally, The Collective Agreement contains a specific provision protecting members who might grieve. This is supported by provincial labour legislation. You cannot be penalized for your activity in the Union or for exercising your rights under the Collective Agreement.

e) Coordinators [Article 14.03 A 3]

Coordinators should receive either one step or two over and above salary. They should also be credited on their SWF with the time required to perform the coordinator tasks as assigned. Coordinators must not act in any supervisory capacity with their colleagues. Coordinator positions are voluntary.

Your Feedback is Important

Because OPSEU wants to represent partial-load faculty effectively, your input is Important. This can happen best when partial-load members get involved in their union local's activities. To influence the direction of collective bargaining, members must present their demands for debate and voting at their local's Demand Setting Meeting. Your bargaining team can bring to the table only those demands passed both at locals and at the provincial Demand Setting Meeting. In addition to attending your local union meetings, please feel free to contact OPSEU's CAAT-A Divisional Executive c/o its chair, Paddy Musson pmusson@opseu110.ca with your ideas. We welcome your suggestions about the content of this web page, as well as your suggestions for improvements to the Collective Agreement.

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