

UNION MATTERS

October 2016

Bargaining 2017 Update

By Lana-lee Hardacre, President

Our current Collective Agreement will expire on September 30, 2017. Preparations for negotiating the next Collective Agreement are underway. Our bargaining team will be elected at a divisional meeting held in Toronto from October 22 to 23, 2016. At this pre-bargaining meeting, each college will identify the top priorities for bargaining based on their membership's input.

Establishing demands for bargaining is a three-step process:

- ◆ The first step is the pre-bargaining conference in October 2016 where the bargaining team is elected and the priorities for each college are identified.
- ◆ Local demand setting is the second step of this process. Demand setting will occur at general meetings held at each college in early 2017.
- ◆ The final step is the provincial demand-setting meeting which will occur after the demand-setting at all colleges.

Following the provincial demand-setting meeting, the bargaining team puts the identified demands into contract language proposals. The priorities established at this meeting will guide the team, who will be negotiating while many of our members are on vacation.

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Local 237 Executive
and Stewards
Contact information

Private emails requested

Our Conestoga emails cannot be used for discussions about labour issues. They *should not* be used when you communicate with your union. Please contact your area steward (see back page) to provide a private email address where we can get in touch with you, or that you can use to get in touch with us. Or, send your email address to Letterbox237@gmail.com .

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Notes from

Local 237 President:

Lana-Lee Hardacre

**Local 237
Annual General Meeting
Wednesday, October 12, 2016
Room 2A301, 5-7 p.m.**

As we move into bargaining for our next Collective Agreement, it is encouraging to hear that our members want to be informed through ongoing communication in a variety of formats.

One of the methods of communication is our web site at www.local237.ca where the latest news and information can always be found. The web site includes a copy of the Collective Agreement, a calendar of current events for Local 237, Union office hours, and contact information. The web site also has an FAQ page where you can find answers to frequently asked questions from your colleagues (452 full time faculty and 277 partial load faculty). It also has links to information about the SWF, benefits for full time and partial load faculty, information about the Employee Assistance Program, and links to other College web sites.

Another method of communication is through emails. Communication with Local 237 must be through your private email to our private email which is letterbox237@gmail.com. Labour-related discussions are not permitted on the employers' email system. The only exception is the notice of General Meetings. Recently, the request for your top five priorities for the next round of bargaining was sent via private email. If you did not get this request it means that Local 237 does not have your current private email. If you want to be kept involved and informed, it is vital for you to forward your private email to Local 237.

Local 237 has also decided to resurrect our newsletter "Union Matters" to be published at least once per semester. The name of the newsletter owes its origin to an October 2011 article in The Ontario Confederation of University Faculty Association called "Reality Check: Why Unions Still Matter." One of the most notable quotes in this article is from the Canadian Centre for Policy Alternatives (CCPA) which stated that, "international evidence shows unequivocally that where unions are strong they reduce the pay gap" and act as a "major force in reducing inequality and poverty, and broadening access to basic supports for everyone."

I know this is true but not everyone agrees. In fact many people believe life would be better without unions. But would it really be better? Without your Union, there would be no SWF to put any limits on your workload. There would be no workplace health and safety legislation; there would be no vacation pay, sick pay, medical benefits, pensions, parental leaves, bereavement, or family leave. Without a Union, your salary and benefits (if any) would be based on how well you could negotiate. On the other hand, with a Union, it is "one for all and all for one." As Union members we look out for each other and we take care of each other.

The concern for others is best illustrated by the results of the informal survey of our members to identify the top five priorities for the next round of bargaining. The priorities in the order of importance for Conestoga faculty are:

1. Partial Load (Article 26)
2. Workload (Article 11)
3. Job Security (Article 27)
4. Salaries (Article 14)
5. Staffing (Article 2)

If you want to hear more about the reason your colleagues identified these Articles as their top priorities, please plan to attend the General Meeting on October 12, 2016.

Message from the Chief Steward

Maureen Murphy-Fricke

One of my responsibilities as Chief Steward is to review all SWFs. In the few months that I have been in this role, I have come to realize that the “SWF” – our Standard Workload Form— is literally just that, a standard. To maintain the integrity and rigor of our College programs and courses, we act ethically to ensure a standard of excellence. To achieve this standard, all workload is to be equitably and reasonably recorded on SWFs.

So, how do we together achieve this standard? Consider the following:

1. All workloads are to be discussed with supervisors and then a SWF is to be provided no later than 6 weeks prior to the beginning of the period covered on your timetable (Article 11.01 E 3, p. 17 and Article 11.02 A 1 (a), p. 21 of the Collective Agreement).

The next step you could take is to discuss your SWF with other faculty members, comparing your assigned workloads, before considering whether to check off the “mutual agreement” box on p. 2 of the SWF (Article 11.02 A 3, p. 21 of the CA). Having these discussions can lead to more equitable workload arrangements.

2. All work is to be included on members’ SWFs (Article 11.02 A 2, p. 21 of the CA).

This means that hours for, but not restricted to, work such as coordinating, attending department meetings, reviewing programs, engaging in applied research, participating in program outreach sessions, etc. are to be indicated under Complementary Functions on the SWF.

Evaluation work should not appear under Complementary Functions. Rather, it needs to be recorded under Evaluation type, factor, attributed hours, as well as additional attributed hours on the SWF.

If you have any questions about your SWF, please contact me at: murfric237@gmail.com or letterbox237@gmail.com

2016 GRIEVANCES TO DATE

DESCRIPTION/TYPE	ARBITRATION	Result
Member Grievance -Letter of Counsel for Not Attending Meeting	Oct. 21/16	-Settlement reached between member and the College. -Employer acknowledged that mandatory meetings will be documented on the SWF
Union Grievance - Partial Load Coordinators Must Be Professors	pending	pending
Union Grievance – Coordinator Positions Must Be Posted	Dec. 14/16	pending
Union Grievance – Partial Load Receiving Separate Contracts	Dec. 19/16	pending
Union Grievance – Rollover of Sessional Contract Position	Jan. 6/17	pending
Union Grievance – Improper Assigning of Academic Work to Support Staff	pending	pending

Did you know

Your SWF can be changed after you have signed and checked off “Mutual Agreement of Assigned Workload”?

Your Chair may change your workload assignment and issue an amended SWF when there is any “change in circumstances.” However, you have the right to refer the amended SWF to the College Workload Monitoring Group (WGM) if you are not in agreement with the amount of time for preparation and/or for completing the assignment (Article 11.02 A1 (b) on p. 21 of the CA).

Case 1: Lou

Lou’s Chair called a meeting with him the last week of August. One of his colleagues is ill and the Chair wants to assign his colleague’s course to Lou. It is a new course for Lou and it will replace one of the sections on his current SWF. The Chair has the right to assign the course (Article 6.01 (ii) on p. 7 of the CA). Lou must accept the assignment, but he has the right to six weeks of preparation time based on the total weekly “Attributed Hours” for the course. For example, if he is entitled to 3.3 hours per week, he will need $3.3 \text{ hours} \times 6 = 19.8$ hours of overtime to deliver the new course. Overtime payment is 0.1% of Lou’s annual salary.

If the Chair does not agree to provide the overtime payment as requested by Lou, he has the right to refer the matter to WGM. The WGM will hear Lou’s workload complaint and the WGM decision will be based on the majority of the WGM members (Article 11.02 D1 to D5 on p. 24 in the CA). If the WGM cannot reach a decision then the workload complaint is referred to a WRA (11.02 E 1 to 11.02 F6 on pp. 24-25 of the CA).

While Lou is going through the process for his workload complaint, he will be expected to accept the assignment.

Case 2: Marilyn

Marilyn’s Chair called a meeting with her the second week of the semester to request that she develop a new course for January 2017. The Chair had assigned the work to a part-time faculty who has suddenly left the College. Marilyn’s current SWF is at 41.65 hours. The Chair is offering her 4 hours a week for curriculum development for the rest of the semester. If Marilyn has personal reasons for not accepting the overtime, she has the right to refuse the assignment because overtime is voluntary (11.01 J3 on p. 19 of the CA).

On the other hand if Marilyn is willing to accept the assignment and can demonstrate that the work will require 5 hours a week not 4 hours to complete the deliverables and meet the deadline. She will accept the assignment and refer her workload complaint to the WGM if her Chair does not agree with the time she estimates she will need to complete the assignment.

Case 3: Degree Faculty

The Chair for the degree faculty requested that the faculty load their materials to eConestoga for PEQAB purposes. The Chair has the right to assign the additional work on a revised SWF. The revised SWF must include “all the details of the total workload” for each faculty (11.02 A3 on p. 21 of the CA). The SWF can be amended on a weekly basis for the rest of the semester or it can be revised for a specific period in the semester. The assigned time on the SWF must reflect the time required for the specific deliverables and include the due date, for the assignment. After discussion, if the faculty, as a group or individually, dispute the amount of time for the assignment, they have the right to refer their workload complaint to the WMG. Faculty must accept the assignment unless it puts them into overtime, which is voluntarily.



WHOOO is on the College WMG?

The members of this committee are:

Lana-Lee Hardacre, Maureen Murphy-Fricker, Stan White, Dennis Long, Shelley Schenk, Barb Kelly, David Smiderle and Lynn Voelzing

Your Family Days:

What to do when a loved one needs you

By Ken Schaffer, Steward

Every now and then, life has a tendency to throw you a curve ball. Isn't it nice to know that if you ever find yourself in such a situation, where your responsibilities at the College must be put on hold, that you can do just that!

Under Article 21.07 in our Collective Agreement (refer to p. 48), you may take as much as five days of leave per year to care for an immediate family member when they are ill.

So the next time that you find yourself in a situation where a spouse, your child or spouse's child, your parent or spouse's parent is ill and requires your help, take comfort in knowing that you can put your responsibilities at the College on hold and provide assistance to your loved one; all without worrying about loss of pay during this difficult time.

Hopefully this benefit is something that you will never have to use, but it is always nice to know that the five days are there if you ever need to use them. That's what I call insurance, and peace of mind; provided to you by the bargaining effort of your Union.

Good to know: Scheduling

- ◆ Your contact day must not be more than 8 hours in a single day, from the beginning of the first class to end of the last class, unless you voluntarily agree on a written form which is copied to the Union.
- ◆ Faculty who teach at two different campus need at least one hour between classes to travel from campus to campus. Mileage will be expensed in cases where the mileage exceeds the distance from your home to your home campus. Check with your union steward for clarification.
- ◆ Classes are 50 minutes to every scheduled hour to allow faculty time to walk to the next class. Remember to clean-up, erase the board, and leave the classroom so the next professor can set up.
- ◆ Are you mentoring full time or part time faculty teaching the same course as you, or a course that you have taught in the past? If you are, then this work must be assigned on your SWF. Contact your Chair to request that the work be identified on your SWF.

Did you know that 70% of the faculty at Ontario colleges are on contract?

On September 28, 2016 colleges and universities across Ontario showed their support for contract faculty. This **Day of Action** was a success! Students, faculty, support staff and even some provincial MPPs showed their support. To learn more about this growing movement visit www.contractfacultyforward.ca

Ontario College Faculty



Source: Contract Faculty Forward, 2016

As of 2013, approximately 70% of teachers in Ontario Colleges were contract employees: part-time, sessional, or partial load.

Despite increased reliance, contract employees have:

- ⇒ No job security
- ⇒ Lower per hour wages
- ⇒ No benefits (except partial load)

Mandatory Meetings Must be on Your SWF

By Mitko Mancevski, Steward

When you sign your SWF, do you review it to determine that 'all details of the total workload' (Article 11.02 A2) are included? I do because my SWF is my work contract and I need to know what my employer expects. For the courses I teach together with other colleagues we also review together the assigned evaluation factors. My work week is full with preparing and delivering classes, supporting students informally and with set appointments, collaborating with colleagues and coordinating.

This past January my Chair requested that I attend a student forum. I agreed to attend if the Chair 'included it on my SWF'. My Chair refused to amend the SWF and told me that attending the meeting was expected as part of my complementary 6 hour allowance. The Chair also advised me that because of 'my professionalism' I am expected to attend meetings. I fully agree with my Chair that my role includes 'participating in meetings' but I also know that 'all details of the total workload' must be on my SWF; after all, 'professionalism' is a 2-way street. The Chair did not revise my SWF with the additional work, and I did not attend the student forum.

As a result of not attending the forum, the Chair inserted a 'Letter of Counsel' in my HR file. I grieved the letter because it was disciplinary in nature and it also warned of potential future discipline. The reason for the letter was given as "... did not attend a 'one-off' meeting."

At my Complaint Meeting and Grievance Meeting I pointed out again that the meeting referred to in the 'Letter of Counsel' was not assigned to me as part of my workload. And because it was not assigned, the meeting request was an invitation that I could accept or decline. I chose to decline the meeting because it was at a time that I had set aside to assist the students I was currently teaching.

At the Complaint and Grievance Meetings I also affirmed that 'a one-off or ad hoc meeting' is not a part of the complimentary allowance for 'two hours per week for normal administrative tasks'. It is an exception to normal administrative tasks and therefore does not fall under my complimentary allowance of 6 (minimum) hours a week. My Chair stated that the 6 hour per week complimentary allowance given to all faculty included meetings. This is neither consistent with the wording of Article 11.02 A2 nor with the fact that for some faculty, meetings are assigned on their SWF. Consequently, I could not be disciplined with a 'Letter of Counsel' in my HR file for not performing unassigned work.

I am pleased to report that without going to arbitration the College settled my grievance. In the settlement it stated that **'the Employer acknowledges that meetings deemed mandatory by the Employer will be documented as part of the Standard Workload Formula; otherwise faculty will be informed of meetings and encouraged to attend'**. The letter of counsel was removed from my file.

It was a nine month struggle but I think it was worth the effort to finally get the College to acknowledge that mandatory meetings must be assigned work on the SWF.

Do you have a question about your SWF, working conditions, vacation, or benefits? Are there any topics you would like to see addressed through this newsletter? Let us know! Contact us at Letterbox237@gmail.com with your questions and suggestions.

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