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# ◆ THE LOCAL ◆

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OPSEU Local 560 at Seneca College

April, 2010

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## CAAT-A Contract Vote: the members have decided

*Ted Montgomery, President, OPSEU Local 560; Chair, CAAT-A Bargaining Team*

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Post contract offer vote, where do we now stand? Currently, CAAT-A faculty are working under an “accepted contract offer.” Once the proper contract language in both French and English is agreed to, the contract will be signed by the union and college bargaining team members, and that document will constitute our Collective Agreement until its expiry on August 31, 2012.

The vote to accept the offer was a close one, and discussions continue regarding the facts and interpretation of the February 10 vote to accept the Council’s offer of settlement. Let’s clear a few things up.

First of all, there is no dispute about the vote results: there never was. There was, however, some concern by the colleges, the union, and various individuals about the conduct of the vote.

The Ontario Labour Relations Board (OLRB) rejected all the complaints about the conduct of the vote in a one-page decision based primarily on the fact that none of the alleged violations would alter the end result. No one gave evidence or details of the alleged violations.

The union’s objective, in filing a complaint, was to clarify the voting process for any future votes, so we are disappointed but not surprised that the OLRB did not more fully consider all the possible violations. It would have been good to clarify the rules and practices. At no time did the union challenge the result of the vote itself.

Many of you, however, regret the absence in the new contract of the unanimous recommendations of the Workload Task Force and the presence of an unworkable “Modified Workload Arrangement.”

Workload was, after all, the top priority of faculty in demand setting.

The vote stands, nonetheless, and we will all move on from there. It is not the end of the world or of collective bargaining. This was our first round of bargaining under the revised *Colleges Collective Bargaining Act (CCBA)* and the first management-conducted contract-offer vote.

The union team knew that this would be a transition round where the process would be different than in the past and that it would be difficult. So, what factors influenced members’ perspectives and choices? Lots. Here are a few:

- The immediately previous round of negotiations ended with a strike.
- The economic downturn was never far from people’s minds.
- Social networking was changing the way many people receive and interpret information.
- The employer-side controlled the most reliable

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information distribution system (college e-mails) and, with universal Blackberries for its group, had a distinct advantage in that realm.

- The ability of the union to contact and inform many bargaining unit members, especially newly hired Partial-Load faculty, was severely impaired. This communication barrier was more serious than in the past because of the significant growth of Partial-Load bargaining-unit members.
- The report of the Workload Task Force was not widely read or understood by faculty.
- Their unfamiliarity with the revised Colleges Collective Bargaining Act and the new processes unsettled many members. Many, for example, did not understand the specific language about who was responsible for what vote and mistakenly accused the union of avoiding or delaying a contract-offer vote.

None of these factors implies blame. Certainly the union has not blamed anyone. These are simply some of the facts.

The reality is that negotiating for collective agreements is highly complex process.

Ultimately and most importantly, however, the great beauty and great challenge for the union is that the members decide. Not the union leadership. Not the college presidents. Not legal counsel. The members.

The majority of members across the province have decided, and the union respects that decision.

The task now is to make the most of the new Collective Agreement and to move forward in a realistic way.



GET INVOLVED!



### **Steward Elections Coming Up!**

In OPSEU Local 560, stewards are elected in every "even" year for a term of two years. Our elections generally take place in the spring, with the term of office beginning on September 1 of the same year.

Any full-time or partial-load professor, librarian, or counsellor who is a member of Local 560 can run for election. Elections are scheduled locally at the various campuses/schools/faculties, and are conducted by executive officers of the local in accordance with the OPSEU Constitution.

Watch the Local 560 website, call the union office (416 495-1599), or contact your local steward to learn the date/time/location of elections in your area (as yet to be determined).

Once elected as a steward, you may also run for one of the seven executive offices. These elections take place at a General Membership Meeting in the spring, following the election of stewards.

## WMG ROUND-UP

Larry Olivo, V.P. OPSEU Local 560

### WMG

The Workload Monitoring Group (WMG) is the eight-member union-college committee that hears and attempts to resolve faculty complaints about violations of Article 11, Workload, of the Collective Agreement. Complaints usually follow one of three paths:

- Faculty assigned SWFs (Standard Workload Forms) can refer them to the WMG for resolution of conflicts that are apparent when the SWF is issued, and which cannot be resolved through discussion with their supervisor.
- Faculty can refer a complaint to the WMG regarding a workload problem arising subsequent to their initial acceptance of a SWF and which cannot be resolved through discussion with their supervisor.
- The union can refer a complaint to the WMG to examine inequitable workloads.

If the WMG cannot resolve a complaint, the faculty member may refer it to an arbitrator for resolution within a few weeks of the referral. Members are represented by the union at the WMG and again before the Workload Resolution Arbitrator.

### RECENT CASES

#### Extra Work

One faculty member undertook to oversee the renovation of a lab. While the chair had not formally assigned the work, he acquiesced and enabled the faculty member to undertake the work, but then refused to revise the member's SWF to record that work. The WMG could not agree on a solution, and for other reasons, the faculty member elected not to pursue it to the Workload Resolution Arbitrator. (Members can drop a complaint at any time in the process.)

#### Subject Revisions

In another case this Fall, a professor in Liberal Arts found the content of his course changed extensively by the chair within a few days of the start of classes. The professor scrambled to revise the course while he was teaching it. He

repeatedly asked the chair to revise his SWF to reflect the extra work, and the fact that the changes made the course a "New" prep with higher preparation values (Article 11.01 D1), but the chair never revised the SWF. The professor, after being ignored for several months, referred the complaint to the WMG, which as a result, awarded him over \$1,000 in compensation.

A flurry of complaints arose when common first-year business courses were revised at the direction of the supervisor whose position was that the changes were minor and required no adjustment of the faculty SWFs. A number of professors brought the issue to the WMG where we were able to revise SWFs, resulting in compensation for overtime.

#### Probationary Faculty

Supervisors are prohibited from assigning probationary faculty more than 44 hours work per week, thereby permitting them to concentrate on completing their in-house training and refining their skills.

This winter, however, the union discovered by chance that a probationary professor had taken over a course for another faculty member who was on sick leave for three weeks, without having his SWF revised to show the increased work. As a result the probationary faculty was likely in overtime.

Whenever a member's workload assignment changes, the chair must issue a new SWF, enabling both the union and the faculty member to see the impact of the changes. Absent a revised SWF, the changed workload escapes the union radar, a particularly important function since probationers themselves are often unaware of their rights and/or apprehensive about seeking assistance.

The WMG determined that the supervisor is obliged to issue a revised SWF whenever a member's workload is changed during the semester. As this case illustrates, members should consider consulting their stewards whenever unusual or new situations arise in their

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## Your WMG Representatives

If you have any questions about your workload, you should feel free to contact any Local 560 steward. In addition, the four union representatives on the Workload Monitoring Group can provide expert 'insider' advice. The current members are:

**Larry Olivo:** 491-5050, Ext. 2814  
lolivo@sympatico.ca

**Paul Matson:** 491-5050, Ext. 2434  
paul.matson@senecac.on.ca

**Jonathan Singer:** 491-5050, Ext. 6010  
jsinger@opseu560.org

**Daria Magas-Zamaria** 491-5050, Ext. 3281  
dariazamaria@gmail.com

*(WMG Roundup : Continued from page 3)*

work assignments.

### Monitoring of Faculty Workload

In addition to hearing specific cases, the union members of the WMG also monitor faculty workloads as a whole. The college is required to supply the union with copies of all SWFs issued. We now receive this data on disk, and ploughing through it allows us to spot changing patterns and inequities. This permits us to alert members to problems they may not have recognized.

### WORKLOAD TRENDS:

#### Maxed-out workloads

The old practice of relatively light teaching loads in the May-June and July-August periods is disappearing at the speed of this winter's snow. In many areas, faculty are SWF'd to the max, with 14- to 16-hour weekly teaching loads, and any remaining hours in the 44-hour limit assigned to various other activities on the rear of the SWF. To preserve your health, the quality of your teaching, and our full-time jobs, all faculty should check their SWFs closely to be sure all their work is reflected therein.

#### Check your student numbers

It is apparent that very few SWFs during the Fall and Winter fall below 42 hours: the vast majority of faculty are assigned over 43 workload hours per week. Faculty are therefore urged to watch their

student numbers carefully to note whether the actual class counts exceed the student numbers recorded on their SWF. If the actual numbers put you in overtime, you have the right to refuse overtime, and require the class sizes be reduced —

thereby creating some work for a contract faculty member. Alternatively, to avoid any inconvenience,

you can simply indicate on your initial SWF that you do not wish to agree to any overtime work.

#### Check your "Prep" designation

Be sure to check the prep factors (New, Established A and B, Repeat A and B, and Special A and B — see Article 11.01 D 1) Significant changes to a course may entitle you to the designation of "New" prep for your course. As well, there is a prep factor applicable to faculty teaching a course with students from more than one

program. This is the case in English and Liberal Studies, but also occurs in schools where there are common first-year classes for students in the various schools of a faculty. But a lot of chairs fail to SWF this factor properly.

#### Decide whether you will accept overtime

If you find yourself in overtime, it is up to you to accept or refuse. If you refuse, be assured this is your right, provided your reason is not unreasonable. In plain English, this means if you refuse because you don't like the colour blue that is unreasonable. But you can refuse because you have a family, a life, are not as young as you used to be, or have outside commitments or interests.



# Grievance Round-Up

Larry Olivo , V.P. OPSEU Local 560

## DISCRIMINATION

This has been a year for Article 4, Discrimination, grievances. Article 4 protects faculty from discrimination and harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, in accordance with the *Ontario Human Rights Code*.

In the first case, a professor had been subjected to ongoing inequitable and arbitrary treatment by his chair. First, because he was on probation and, later, in the hope that things would eventually be put right, he chose not to file a grievance. However, an outrageous incident in September finally provoked the professor to grieve. In response, the college acknowledged the mistreatment and remedied some but not all elements of the complaint. While the chair resigned and is no longer working at the college, the faculty member has not been made whole, legally speaking, as he should be. In the meantime, the matter has been scheduled for arbitration.

The second case of discrimination involves a professor who for many years has developed and delivered all his/her courses on-line. Subsequent to the initial development of these on-line courses, the professor developed a chronic disability which would normally have required accommodation if the usual in-class teaching mode were assigned. But because the professor was already teaching on-line, no accommodation has ever been required — meaning no extra expense for the college, and no reduced load or LTD for the faculty member. Ideal! In a surprising turn of events, however, the college decided that other professors should teach on-line and that this professor should return to the classroom and be “accommodated” by means of a reduced

workload. If this makes no sense to you, gentle reader, you will understand why the matter is currently being grieved.

## JOB CLASSIFICATION

There are several classification grievances pending, where individuals from the support staff have been assigned work normally undertaken by counsellors in the faculty bargaining unit. Accordingly, the union has grieved that these employees should be moved into the faculty bargaining unit, which will greatly improve their lifetime earnings, pensions, and benefits. The college has countered with the spectacular argument that the employee could be reclassified only if a *new* faculty position were created. In fact, they had created just such a *new* position, but misclassified it as “support”, all the while knowing that the work involved was counselling, and hence “faculty” work. Now, it seems, their own wrongdoing is their defence. One classification grievance is already scheduled, and the others are on their way.

## ARTICLE 2 AND THE PARTIAL-LOAD CONUNDRUM

Partial-Load professors are faculty members who regularly teach between 7 and 12 hours per week. Partial-Load faculty became dues-paying members of our bargaining unit in the 1976-77 Collective Agreement. Initially, the majority of Partial-Load faculty were women, their numbers were extremely low, and their pay rate was not on par with that of Full-Time faculty.

In the 90s, the battle for employment equity resulted in some improvements for public-service employees, including equitable increases in salary. Since Partial-Load faculty carried roughly two thirds of a full-time teaching load, it was determined that they should be paid roughly two thirds of a full-time faculty salary. However,

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## WHERE DO WE GO FROM HERE?

Larry Olivo, V.P. OPSEU Local 560

As a union, we take direction from our members. We work to achieve your demands in negotiations and, when it comes down to a contract-offer vote, we respectfully accept the will of the majority of our members. In February, CAAT-A members chose to accept management's offer last received — erroneously designated the "Final Offer Vote." While a clear majority rejected the offer at Seneca and elsewhere, this was not the case province-wide.

We have two and half years to work toward a better deal next time around. And to do so, there are some steps we need to take at Seneca.

A number of colleges, including Seneca, have significantly ramped up Partial-Load numbers despite their clear obligation under Article 2 of the Collective Agreement to give preference to the hiring of Full-Time faculty. This practice is a glaring breach of our Collective Agreement, one which we have been systematically grieving since 2003. Although we've had some success (the creation of about 40 positions several years ago), the practice continues and we need to do more.

Since 2003, we have launched several more Article 2 grievances, but the arbitration process is extremely slow. For example, four years after its inception, our 2006 Article 2 grievance is still in

arbitration. We will now, in concert with other college locals across the province, commit yet more time, energy, and resources to the process of creating Full-Time positions. Partial-Load faculty will be able to apply for these quality jobs that so many want and deserve.

We will continue to expand and improve our communications with our members. With increased member involvement and discussion, we will all enter the next round of bargaining more engaged and better informed of the issues.

In practical terms, this could mean more issues of our newsletter *The Local*, a better network of communication between stewards and members in their areas, interactive discussion formats, and a more active steward network providing the first stop for members seeking advice or information.

With your commitment and active involvement, we will be ready for the next round of negotiations.

**Please get involved:** talk with your local stewards, attend union meetings, visit the Local 560 website regularly at [opseu560.org](http://opseu560.org), and register for ongoing union updates by sending your private e-mail address to [news@opseu560.org](mailto:news@opseu560.org).

*In February 2006, Seneca hired 441 Partial-Load faculty.  
In January 2010, Seneca hired 679 Partial-Loads — a 54% increase!*



<http://www.facebook.com/pages/OPSEU-560/181935308386>



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We welcome submissions and correspondence, which should be sent to Patricia Clark, Secretary, OPSEU Local 560, at 2942 Finch Avenue East, Suite 119, Scarborough, Ontario, M1W 2T4, or by fax to (416) 495-7573, or by e-mail to [union@opseu560.org](mailto:union@opseu560.org)



# Evaluation Factors: How They Affect Workload

Jonathan Singer, Chief Steward, OPSEU Local 560

When the workload of full-time professors is measured, the issue of evaluation factors has a profound impact on their total workload, along with class preparation and student numbers. Quite simply, a course's evaluation factors specify how much time your Chair is instructing you to spend evaluating each student's performance in a class.

Recently, evaluation factors have become increasingly important for two reasons: a) They have become one possible way for managers to increase student numbers without hiring additional faculty, and b) the latest contract offer (which Ontario's full-time and partial-load faculty voted to accept) features an article that requires Chairs to "consult with [a course's] teachers... as a group", before establishing evaluation factors. As a consequence of this rule, Chairs are obliged to seek faculty input as a *group* on the appropriate way to evaluate students in each course.

*While page one of the Colleges' contract offer promised that "[a]ll faculty will have the opportunity to participate in the establishment of evaluation methods," the offer's details actually grant managers total control over how students in each course should be evaluated. Faculty are merely "consulted" before the manager makes a decision which is not subject to appeal.*

Our Collective Agreement recognizes three different kinds of ways to evaluate students – each of which entails different amounts of work for faculty:

- *Essay or Project (listed on the SWF as "Type E")*: This factor is used for essay-type assignments or projects that the professor must grade outside of class
- *Routine or Assisted (listed on the SWF as "Type R")*: This factor is used for short-answer (e.g., fill-in-the-blank) tests that the professor must grade outside of class or assignments for which mechanical marking assistance (e.g., Scantron) or marking assistants are provided
- *In-Process (listed on the SWF as "Type P")*: This factor is used for assignments that professors grade during class time (e.g., testing the ability of students to perform specific mechanical procedures, and grading them as they do it)

Since courses can often feature different types of assignments (and hence evaluation), a course's evaluation factors could be listed on a SWF as being 50% *Essay or Project*; 35% *Routine or Assisted*; and 15% *In-*

*Process*; the total for each class section, however, should always equal 100.

As mentioned, Full-Time professors are credited with different amounts of time to perform the different kinds of evaluation. Consequently, courses that feature simpler assignments (i.e., 'routine' or 'in-process') could have increased student numbers, without moving the professor towards overtime.

So what's at stake in the course's evaluation factors, and faculty "consultations" thereof? Well, let's consider a class of 30 students:

- If the class' evaluation type is "100% *Essay or Project*", the faculty member is given **54** minutes per Teaching Contact Hour (TCH) per week throughout the semester, to evaluate all 30 students' work.
- If the class' evaluation type is "100% *Routine or Assisted*", the faculty member is given **27** minutes per TCH per week throughout the semester, to evaluate all 30 students' work.
- If the class' evaluation type is "100% *In-Process*", the faculty member is given **16.56** minutes per TCH per week throughout the semester, to evaluate all 30 students' work.

In other words, by requiring professors to evaluate students using Scantron instead of essay/projects, a manager could ensure that a program 'processed' twice as many students, without hiring additional faculty or paying overtime.

Of course, there are instances when in-class and mechanically assisted evaluation might be perfectly appropriate. There are also times when they may be inappropriate, and faculty should discuss this with their managers, during the *now mandatory* consultations to determine appropriate evaluation factors for each course.

*Another way that managers can maximize productivity is to assign large classes with time-intensive evaluation demands to Partial-Load faculty, who receive no additional credit for increased student numbers or high evaluation factors. For this reason, one of the union demands in the last round of bargaining was SWFs for Partial-Load faculty, to measure (and compensate them for) their actual workload, as opposed to simply their teaching-contact hours.*

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*(Evaluation. Continued from page 7)*

### Things to Remember about Evaluation Factors

1. They are binding, and represent how faculty are being told to teach the class. You must be informed of each class' evaluation factor (following a consultative process) *before* you specify the assignments for each class.
2. The "Attb'd Hrs / 11.01 E" column of a SWF represents the total number of hours per semester that faculty are instructed to spend weekly on evaluation on each section. This number can be multiplied by 14 to indicate the total number of hours you are allocated for evaluation per class, over the entire semester.
3. Make sure that the Evaluation factor for each class is truly reflective of the work involved in evaluating your

students. Remember that the factor identifies what *percentage* of assignments are of a particular evaluation type; it doesn't reflect *how many* assignments faculty will have to evaluate.

Keep track of the hours that you must spend evaluating your students' work in each class throughout the semester. If you are approaching the total number of hours that you have been allocated for the semester and you believe that the time remaining will be insufficient for the appropriate evaluation of all remaining assignments, then please contact your manager and let him/her know that you are running out of allocated time for the appropriate completion of the course's teaching requirements. At this point, a manager could propose to give you additional attributed hours for the completion of the remaining evaluation, or could direct you on how to meet the remaining evaluation responsibilities within the remaining allocated time.

*(Grievance. Continued from page 5)*

Partial-Load faculty still have no real job security, working instead from one contract to the next, with no assurance of being rehired the next term.

While past negotiations have produced some improvements in salary and benefits for Partial-Load faculty, these individuals still receive no acknowledgement or pay for class preparation, student evaluation, or course development. The reduction or elimination of such inequities was among the key demands our bargaining team was pursuing in the recent round of contract negotiations. Although these negotiations were cut short by the contract-offer vote, we continue to fight for Partial-Load faculty in other ways, including grievances for the enforcement of Article 2 of the Collective Agreement.

Article 2 requires the college to give preference to the hiring of Full-Time faculty and employ Partial-Load faculty only to fill gaps created, for example, by a need for specialized expertise, or by a temporary requirement for extra faculty because of last-minute fluctuations in student numbers in particular subjects. Initially, Seneca used the Partial-Load classification appropriately. But around 2003, Partial-Load numbers shot up from under 100 to over 200. At the same time, few Full-Time faculty were being hired to replace retirees or to match increased enrolment in programs.

The union grieved the increase in Partial-Load hires and reached a settlement in 2005 for around 40 Full-Time positions. Unfortunately, the college has continued to place an embargo on Full-Time hires. Despite the establishment of bachelor degrees and the expansion of accelerated programs, the College refuses to make a long-term investment in quality programs by hiring Full-Time faculty (from among the legions of Partial-Loads) to develop those programs, preferring "flexibility" and the manager's dream of cheap, disposable workers. For example, in 2009, 40 Full-Time faculty took the retirement package. Yet, to date, few have been replaced with Full-Time hires. Unless we continue to push for Article 2 compliance, college managers will continue to hire partial load faculty.

Accordingly, Local 560 has grieved every Partial-Load position since 2005. After unsuccessfully attempting to reach a settlement through face-to-face discussions and mediation with the College, we proceeded to arbitration where we faced a year and a half of preliminary objections and deliberate stalling from Seneca management and its lawyers. Finally, in 2008 we started presenting our arguments regarding the first school, Early Childhood Education, where platoons of Partial-Load faculty have been used for years for reasons having nothing to do with the Article 2 criteria permitting Partial-Load hiring. We anticipate several months more of hearings on that school. We are currently looking at ways of speeding up this process.