
◆ THE LOCAL ◆

OPSEU Local 560 at Seneca College

October, 2005

Academic Freedom

Ted Montgomery, President, OPSEU Local 560

Funny how things go sometimes. Back in March of this year, March 30th to be precise, the Seneca Board of Governors passed a policy on academic freedom. It's pretty barebones and scant, but it is a step in the right direction. Mostly it deals with "freedom of speech" kinds of issues in an educational environment. Significantly the policy also says, in part: *"The College recognizes the right of faculty and staff to carry out their teaching/learning activities..."*

There are lots of ways to read that statement but on its face, the plain meaning is that the professionals in the classroom, lab, clinic, library, office, wherever, have the right to teach their curriculum and carry out their responsibilities as they see fit, the right to "carry out their teaching/learning activities." The Seneca policy goes on to say: *"Academic freedom incorporates the evaluation, development, and delivery of teaching and learning materials that are consistent with approved learning outcomes and curricula."*

The only parameters that circumscribe the faculty right *"to carry out their teaching/learning activities..."* are deemed to be those established by the Colleges of Applied Arts and Technology Act (2002), College policies, ethical guidelines and human rights legislation.

At the bargaining table this year, the faculty union proposed academic freedom language. In fact, the proposal was the exact language taken from the Queen's University faculty Collective Agreement – Article 14. The wording of the Seneca policy is different than that of Queen's, but the principles are pretty much the same.

Here's the curious thing. Management told us at the bargaining table that discussion of our academic-freedom proposal was off the table, a non-starter. They claimed that college faculty and uni-

versity faculty were too different and that any academic-freedom types of contract language would be inappropriate for us. The colleges have no interest in going there.

Of course, all faculty and administration are bound by the Collective Agreement. And, unlike college policies, Collective Agreement provisions are enforceable. That explains some of management's reluctance even to consider putting academic freedom language into our contract. In contrast, all university agreements have an academic freedom clause.

The Seneca faculty union local, OPSEU 560, has been pressing for more than a decade now for academic-freedom language. We believe it should be enshrined in our contract as one of the cornerstone building blocks of our professional relationship with the colleges and with our students.

(See Academic Freedom on page 4)

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In-Service Teacher Training Pays Off

Patricia Clark, Secretary, OPSEU Local 560

Can You Reach the Maximum Salary Step?

When you are hired, the colleges determine your maximum salary step based on your formal education levels. Unless you have at least a four-year Canadian university degree (or its equivalent) or a C.G.A, P. Eng., C.A. or C.M.A., you will be unable to reach the top salary step (currently Step 20). As a result, you can be capped at Step 19, 18, 17 or 16. [If you're unsure what your salary maximum is, contact Employee Relations.]

The In-Service Teacher Training Program (ISTTP) is an inexpensive on-line program which provides access to the top salary step. If your maximum step attainable is below Step 20, you cannot afford to ignore the value of the ISTTP program in terms of maximizing your salary and pension. Here are a few good reasons to consider the ISTTP.

What Have You Got to Lose? A Lot of Money...

The ISTTP program allows you to reach Step 20 and then receive the additional annual \$1,400 recognition allowance. The table below shows how much you lose each year if you cannot advance to the maximum step.

It Pays to Enroll in the ISTTP!

Faculty who have 15 years or more of service *immediately* move up one salary step *simply by registering* in the ISTTP. (See table on page three.)

Consequently, in the first year, the full cost of the program is less than the extra salary that you will earn. In the second year, the value of the program increases dramatically.

There are six modules in the program. However, long-service professors (10 years post-probation) and professors in receipt of "professors of excellence" awards are required to complete only Modules I and VI, and have one year to do so. If you have *under* 10 years post-probationary seniority, you are required to complete all 6 modules unless you are granted transfer credits. In this case, you have three years to complete all six modules of the program.

Many faculty wait until they have completed either 10 or 15 years of service before enrolling. You can do the mathematical calculations to determine which path is best for you financially.

Seneca College will provide tuition assistance if you contact the College's PD department *prior* to registration in the ISTTP.

What Do You Lose by not Enrolling in the ISTTP?

Your Maximum Step	Salary (2005)	Annual Loss *
Step 20 + Annual Recognition Allowance (paid after 1 year at Step 20)	\$83,699	None
Step 20	\$82,299	None
Step 19	\$80,068	\$3,631
Step 18	\$77,837	\$6,262
Step 17	\$75,607	\$8,092
Step 16	\$73,374	\$10,325

* Comparing your maximum step earnings with the maximum salary currently available

You Actually Benefit Immediately By Enrolling in the ISTTP	
The Fast Track: Modules I & VI Completed in at least 12 Months	
Year One: Cost of Registration and Modules I and VI:	\$1,565
Approximate Annual Salary Increase	\$2,200
Benefit – Year One:	\$636
Benefit – Year Two:	\$2,200
Overall Benefit in first two years: (add another \$1,400 if you have been at Step 20 for one year)	\$2,836

Are You Concerned About Your Pension Earnings?

Another benefit of completing the In-Service Teacher Training Program is that you will be able to maximize your pension earnings because reaching Step 20 will increase your average annual earnings.

Remember that your pension calculation is based on your highest earnings over any period of 60 consecutive months, usually your last five years of employment. So you want to be sure to be able to access the highest salary step in the Collective Agreement. For example, faculty retiring this year, with 25 years of service, would see a difference in their pension ranging from \$196 to \$1,031 annually based on the number of years they have been at Step 20.

Adding the 'Recognition Allowance' to the pension calculation makes the difference in the pension even more significant. This annual allowance is given to all faculty who have been at Step 20 for one year or more.

Do You Want to Be a Better Professor?

A final and not insignificant outcome of enrolling in the ISTTP is that participants have found that the program has helped them in the classroom. They have also been very happy with their experience in the program. Here are a few testimonials:

- *"It was convenient because I could access your website at any time from office or home. The web site is quite easy to use with lots of links."*

- *"Very helpful staff, from coordinator to advisor — comments were insightful — quick response to emails — staff were obviously concerned about meeting my needs."*
- *"this method... allows you the freedom to complete the work at your own pace."*
- *"This module is a good starting point for anyone that has not had formal teacher training"*



Sounds Great! Where Do I Sign Up?

The In-Service Teacher Training Program is available on-line from St. Clair College.

Program information and registration are available at the ISTTP website:
<http://www.stclaircollege.ca/programs/in-service/>.

Be sure to contact the Seneca College Centre for Professional Development *prior* to registering in the ISTTP if you wish to apply for tuition assistance.

GRIEVANCE ROUND-UP

Larry Olivo, Vice President, OPSEU Local 560

Initial Placement on the Salary Grid

The College frequently underestimates faculty qualifications when determining our placement on the salary grid at the time of hire. In September, two salary placement grievances were sent to arbitration. Many times, however, errors in the calculation of pay steps can be resolved without a grievance. Sometimes, the College has not received the full data regarding your employment and education. Any faculty members who think they may have been shortchanged in this fashion should call the union office at 416 495 1599. Each new pay cheque represents an opportunity to challenge your salary.

Maternity & Parental Leave

Because the College's form letter regarding maternity leave is not particularly clear, faculty who have started their maternity leaves during the academic year may be surprised to learn that they must take their accrued vacation on returning from maternity leave. In addition, they may soon discover that they are being paid less than full salary during the vacation period. In grieving this practice, the union is taking the position that faculty are being underpaid during their leave. This grievance is on its way to arbitration, with the first day of hearing on December 7th.

Faulty Application of the PD Leave Process

The local's study of the annual sabbatical list (PD leave) revealed two serious breaches of members' rights. In the first case, the college erred significantly in recording an applicant's seniority date, resulting in her application being unjustly refused. She should have been the fourth of about a dozen successful applicants. Once informed by the union, the director of Employee Relations apologized for the error. At this point, the sabbatical should have been granted immediately. Instead, the director of Professional Development sent an e-mail — containing no apology — instructing the professor to re-submit her application and clear it once again with her chair!

The second breach of the Sabbatical-leave protocol resulted when the college put a member of management on the faculty PD-leave application list. As a result, one of our members was deprived of a PD leave that was rightly hers. The college's reasoning was that the manager was only an "acting chair", would be returning to faculty, and was therefore eligible to go on our list — despite the fact that managers are excluded from our bargaining unit, both by the contract and the Colleges Collective Bargaining Act. While managers who come out of faculty have some rights, they are very limited and do not include the right to bump any of our members from a PD list exclusive to faculty.

Sick Leave

A member who had been injured in an accident filed the appropriate forms indicating when he would have to go on leave because he was unable to perform his duties. The college arbitrarily scheduled his leave to begin a week earlier, forcing him to use sick days that would otherwise have remained banked. Moreover, the college neglected to inform him of the revised start date of his leave until after that date had passed, so he continued to work and was not compensated. This grievance goes to arbitration in October.

Faculty Work for Bargaining Unit Members Only

Several support staff undertaking teaching and counselling duties in the non-post-secondary area grieved that they should be classified as faculty, as the preponderance of their duties fell into the counsellor and professor job classifications. The college initially resisted, but later agreed to reclassify the four employees who are now the newest members of our bargaining unit. And to them we extend a warm welcome.

If you have questions or concerns about your rights under the CAAT-A Collective Agreement, please call the union office at 416 495 1999.

(Academic Freedom—continued from page 1)

That Seneca now has an academic freedom policy is a good sign. That the college system still refuses to acknowledge the academic professionalism of faculty is not.

There will always be those managers at some colleges unwilling or unable to grasp the authenticity of applying recognized and widely-accepted standards and practices of academic post-secondary professionalism. Sadly, those managers fail to understand the harm they do. They fail to understand how they devalue the college system by their parochial thinking. You see, enshrining rights of academic professionalism in the colleges could — no, would — be the foundation upon which to build a far better, far more effective, and far more respected college system.

Health and Safety at Work

Muriel McKenna, Health & Safety Officer, OPSEU Local 560

In the workplace, how do we define concepts such as 'health' and 'safety'? **Health issues** are factors which reduce wellness or which cause illness. These include the conditions of the physical plant (buildings), stress factors, and workload issues. **Safety issues** are those that involve unsafe working conditions, abuse, harassment, or violence.

Your union health and safety representatives on the central and campus Health and Safety Committees monitor Seneca campuses and initiate measures to protect employees and to ensure safe work environments. Areas of concern include:

- office and classroom conditions, including floors [tripping hazards], mould, and asbestos;

- environmental concerns, including air quality; heating, cooling and ventilation systems; pest controls; and chemicals and fragrances;
- exterior walkways and roadways, including signing and maintenance;
- approaches to combating violence;
- disaster preparation; and
- physical/mental health considerations, including workload and stress.

Issues of health and safety are an ongoing concern of your union H & S reps. They can seriously affect your work and personal wellbeing. Please contact our members whenever you have a health and safety question or problem to report. Contact information for your reps is on our website at <http://opseu560.org/h&s.htm>.

Are You Interested in Serving on a Health & Safety Committee?

Local 560 is seeking to maintain its strong representation on health and safety committees. The College is required by law to provide time off to accomplish these duties. *The SWF time for serving on a local committee is 2 hours per week.*

Prior knowledge of the Occupational Health and Safety Act is not necessary to be considered for a position on a health and safety committee.

We are currently seeking Health and Safety representatives to serve on the Central H

& S Committee and several of the local campus committees.

Local 560 members are encouraged to indicate their interest in becoming involved with campus committees by contacting **Muriel McKenna** at **Ext 2790** or via e-mail at muriel.mckenna@senecac.on.ca.



THE LOCAL is a publication of OPSEU Local 560, the faculty union of Seneca College. Please feel free to copy any original material with appropriate credit.

We welcome submissions and correspondence, which should be sent to Patricia Clark, Secretary, OPSEU Local 560, at Newnham Campus or 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

Call us at (416) 495-1599 or visit the Local 560 Web Site at: <http://opseu560.org>



Faculty and Support Staff's Petition for Defibrillators Produces Results

Patricia Clark, Secretary, OPSEU Local 560

On Tuesday September 20, we moved one big step closer to acquiring public-access defibrillators (AEDs) at Seneca, when the Central Health and Safety Committee passed a unanimous recommendation for the installation of AEDs on Seneca College premises.

The union locals have been petitioning the college on this issue since 2002 — with no concrete result. Therefore, last May, we collected over 600 signatures from employees favouring AEDs on campus. To strengthen our petition, the

union locals prepared a report responding to the various roadblocks raised by the College regarding location, security and maintenance of AEDs, as well as user training, efficacy, and legal liability.

The report and petitions, presented at the September meeting of the Central H&S Committee, finally brought management members of the committee on-side, resulting in the unanimous vote in favour of AEDs at Seneca.

This recommendation

now goes to Seneca's Executive Committee which must respond within 21 days.

Based on the committee's response, we will continue to press Seneca College to do the right thing — to act as quickly as possible to install these life-saving devices on college premises.

We thank faculty and support staff who submitted petitions in favour of AEDs to the union. We will keep you posted on the issue.

York University Equipped With Defibrillators

Patricia Clark, Secretary, OPSEU Local 560

York University already has defibrillators on campus, as reported by their VP Finance & Administration:

"York University now has five portable automatic external defibrillators (AEDs), making it one of the largest institutions in Toronto to get the life-saving devices. York's Security Services, in conjunction with the Department of Occupational Health and Safety and the School of Kinesiology and Health Science, purchased the AEDs as part of the Public Access Defibril-

lation Program sponsored by Toronto's Emergency Medical Services and the Cardiac Safe City Program. Security Services personnel, who respond to all campus medical emergencies, have been specially trained to use the AED device. An AED can dramatically increase a cardiac arrest victim's chances of survival than from CPR alone. Three Security vehicles (two at the Keele Campus and one at Glendon) are equipped with the devices - two AEDs are located in the Tait McKenzie sport and recreation complex."

McGuinty Government Committed to Installation of Portable Defibrillators in Government Buildings

Patricia Clark, Secretary, OPSEU Local 560

AEDs — York University has had them since early 2003. The McGuinty government and the city of Toronto are promoting them. Seneca needs them now.

While researching literature on AEDs (automated external defibrillators), Local 560's Health & Safety Officer Muriel McKenna learned of a private member's bill introduced by Liberal MPP Mike Colle to promote the widespread availability and use of portable defibrillators in public places (Bill 185 in 2000 and Bill 51 in 2001). At the time, the Harris regime defeated these bills.

Wondering whether the McGuinty regime continued to support this MPP's venture, McKenna requested that the MPP, "bring me and my colleagues up to date on your current position on the availability and use of defibrillators for Ontarians, and whether the Liberal government has plans to introduce and pass legislation on this important matter."

Within 48 hours, she received a response (reprinted here) from Arthur Lofsky, Special Assistant to Mike Colle MPP and Parliamentary Assistant to the Minister of Finance. Lofsky indicates that the current government has witnessed the value of AEDs, and considers them a priority addition to emergency response supplies in government buildings.

We will be watching to see if the Ontario Government shows leadership in this initiative in its workplaces.

Subject: Availability and Use of Portable Heart Defibrillators

Dear Ms. McKenna,

Thanks for your interest in this topic. Mike Colle continues to be very supportive of AEDs. Just last Thursday, he was privileged to present awards from the Premier to three OPP officers who saved a heart attack victim in the Queen's Park precinct. Mike, with the Chair of Management Board Gerry Phillips, helped spur the installation of that AED in that building.

The McGuinty government is committed to encouraging the installation of AEDs as widely as possible and has been doing so in government buildings. AEDs are in line with the government's priority to transform health care by encouraging initiatives that promote public health and safety.

I will be copying this message to staff in both the Ministry of Health and Management Board (the Ministry responsible for government buildings) to update me on the status on AEDs within their respective jurisdictions.

Thank you,

Arthur Lofsky
Special Assistant to Mike Colle MPP
Parliamentary Assistant to the Minister of Finance

~ May 4, 2005

The Back Page

Tell it to the Judge...

Verbatim testimony from court cases

<p><i>Lawyer:</i> How old is your son — the one living with you? <i>Witness:</i> Thirty-eight or thirty-five, I can't remember which. <i>Lawyer:</i> How long has he lived with you? <i>Witness:</i> Forty-five years.</p>	<p><i>Lawyer:</i> You were there until the time you left, is that true?</p>
<p><i>Lawyer:</i> Now doctor, isn't it true that when a person dies in his sleep, he doesn't know about it until the next morning?</p>	<p><i>Lawyer:</i> Doctor, before you performed the autopsy, did you check for a pulse? <i>Witness:</i> No. <i>Lawyer:</i> Did you check for blood pressure? <i>Witness:</i> No. <i>Lawyer:</i> Did you check for breathing? <i>Witness:</i> No. <i>Lawyer:</i> So, then it is possible that the patient was alive when you began the autopsy? <i>Witness:</i> No. <i>Lawyer:</i> How can you be so sure, Doctor? <i>Witness:</i> Because his brain was sitting on my desk in a jar. <i>Lawyer:</i> But could the patient have still been alive nevertheless? <i>Witness:</i> It is possible that he could have been alive and practicing law somewhere.</p>
<p><i>Lawyer:</i> Doctor, how many autopsies have you performed on dead people? <i>Witness:</i> All my autopsies are performed on dead people.</p>	<p><i>Lawyer:</i> So the date of conception (of the baby) was August 8th? <i>Witness:</i> Yes. <i>Lawyer:</i> And what were you doing at that time?</p>
<p><i>Lawyer:</i> You say the stairs went down to the basement? <i>Witness:</i> Yes. <i>Lawyer:</i> And these stairs, did they go up also?</p>	<p><i>Lawyer:</i> You were not shot in the fracas? <i>Witness:</i> No, I was shot midway between the fracas and the navel.</p>
<p><i>Lawyer:</i> Mr. Slatery, you went on a rather elaborate honeymoon, didn't you? <i>Witness:</i> I went to Europe, Sir. <i>Lawyer:</i> And you took your new wife?</p>	<p><i>Lawyer:</i> So, after the anesthetic, when you came out of it, what did you observe with respect to your scalp? <i>Witness:</i> I didn't see my scalp the whole time I was in the hospital. <i>Lawyer:</i> It was covered? <i>Witness:</i> Yes. Bandaged. <i>Lawyer:</i> Then, later on, what did you see? <i>Witness:</i> I had a skin graft. My whole buttocks and leg were removed and put on top of my head.</p>
<p><i>Lawyer:</i> How was your first marriage terminated? <i>Witness:</i> By death. <i>Lawyer:</i> And by whose death was it terminated?</p>	<p><i>Judge:</i> Mr. Smith, I have reviewed this case very carefully, and I've decided to give your wife £275 a week." <i>Mr. Smith:</i> "That's very fair, your honour,. And every now then I'll try to send her a few bucks myself."</p>
<p><i>Lawyer:</i> Can you describe the individual? <i>Witness:</i> He was about medium height and had a beard. <i>Lawyer:</i> Was this a male, or a female?</p>	
<p><i>Lawyer:</i> Is your appearance here this morning pursuant to a deposition notice which I sent to your attorney? <i>Witness:</i> No, this is how I dress when I go to work.</p>	
<p><i>Lawyer:</i> This myasthenia gravis-does it affect your memory at all? <i>Witness:</i> Yes. <i>Lawyer:</i> And in what ways does it affect your memory? <i>Witness:</i> I forget. <i>Lawyer:</i> You forget. Can you give us an example of something that you've forgotten?</p>	
<p><i>Lawyer:</i> All your responses must be oral, okay? What school did you go to? <i>Witness:</i> Oral.</p>	