

THE LOCAL

OPSEU Local 560 at Seneca College

February, 2012

Union's Work to Make Seneca a Top Employer Pays Off

Jonathan Singer, Chief Steward, OPSEU Local 560

We note that Seneca College has been named as one of Greater Toronto's Top Employers by a committee affiliated with the Globe and Mail. Seneca's recognition as an outstanding employer is, in fact, recognition that strong unions make for good workplaces.



Greater Toronto's
Top Employers

2012

When assigning the award, the committee looked at such criteria as the physical workplace;

health, financial & family benefits; vacation; employee communications; and training & skills development. All of those policies are currently robust at Seneca precisely because of our willingness to insist on them during contract negotiations. We're delighted that national newspapers also now recognize that these policies are essential to an effective and productive workplace.

As a local faculty association, we all consistently work to ensure that these policies remain enforced at Seneca. Through our Health & Safety committees, our College Employment Stability Committee, and our Workload Monitoring Group (to name just a few of the areas of union involvement), we ensure that Seneca College adheres to the policies that we have negotiated for colleges throughout Ontario. The CAAT-S division of OPSEU, representing our Support Staff, are equally vigilant about holding the employer to the Collective Agreement.

Continual communication with management through our committees, as well as mutual problem-solving on behalf of members, contributes to Faculty and Support Staff being able to enjoy a

respectful workplace. By comparison, Seneca has fewer grievances than some colleges because both sides are willing to discuss and resolve issues before things get to the adversarial stage.

It's hard to imagine that Seneca College could be considered a Top Employer were it not for the active involvement of the employees' unions and the hard-won benefits that all of us as a union have achieved.

From Seneca News:



"Greater Toronto's Top Employers recognizes organizations that are leaders in their field, and to be included on the list for the fourth year in a row is a testament to Seneca employees," said Seneca College President David Agnew. "It is their dedication and commitment that make it possible for Seneca to offer quality, professional, career-focused programs and services to our students."

We couldn't agree more!

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The Right to Manage Includes the Right to Manage Badly

Larry Olivo, V.P. OPSEU Local 560

Despite the strides we've made and our usual good working relationship with management, there is still the need to stay vigilant. As we often tell our members, the Collective Agreement, and the law generally, limits what management can do, but save for that, under Article 6, the College has a broad right to manage the College, and that includes the right to manage badly, a right they exercise with great energy and frequency.

In 2010, the local grieved that an individual classified as an assistive technologist (AT), a support-staff position, was also performing the duties of a learning strategist (LS), a faculty position. The individual, who ultimately grieved, had been seconded to a LS/AT faculty position in 2008, where she discovered that her work was really no different from what she had been doing in her support-staff position. Moreover, her work remained unchanged after the secondment ended when she went back to her old support-staff position. Hence, the grievance.

The College's response? As soon as the grievances were filed, the grievor was ordered to do only AT work — showing students how to use software or various devices, but now having to remain silent on helping them with learning strategies using the tools available. As a result, the students had to be sent to someone else for learning strategies, wasting effort and time coordinating each student's progress, and assuring more frustration for students.

Interestingly, the manager claimed in sworn evidence that she was unaware that when the secondment ended, the grievor was doing LS work, as well as AT work, which leaves the interesting question of what 'management' duties such managers are actually performing.

The union led expert evidence, not contradicted by management, to

show that the best practice was to combine the LS/AT position to have one person, a faculty member, seamlessly assist the student. We pointed out that this was better for students, and was an approach adopted by a growing number of colleges.

As the arbitrator noted, "It may be, as asserted [by] witnesses called by the Union, including the grievor, that it is increasingly more difficult to separate assistive technology from learning strategies. It may also be, as asserted by the grievor, that it is pedagogically unsound and/or wasteful of the College's resources to separate learning strategies from assistive technology".

However, the arbitrator concluded, in effect, that the College had the right to manage badly. Despite all the warm furry stuff for students coming out of the College's marketing department up there in fantasy land, the College was opting to deliver inferior service on the cheap rather than do it in a way that delivered maximum benefit for students.

The arbitrator did, however, require the College to compensate the grievor for the LS work she did between the end of her faculty secondment and the time when management told her to stop delivering high quality service to students.



"It's an open-ended job description. Your boss will fill in the blanks later."

Pounding Square Pegs into Round Holes

File under: "Management Logic"

In the Spring of 2011, the Counselling department underwent a reorganization in which we managed to avoid layoffs, but where there were a number of involuntary transfers.

In one case, a counsellor was transferred into a teaching position. This counsellor had no prior teaching experience at the College and wanted to continue to provide counselling services for which she was well suited. Another counsellor had both counselling and teaching experience at the College, and wanted to go into teaching, for which she was well suited.

The obviously sensible response would be to put the counsellor who had broad teaching experience into the teaching position and leave the counsellor who wanted to be a counsellor and who had no college-teaching experience in a counselling position. Both would have been happy, and students would have been well served.

Apparently, doing the sensible thing was nixed by a chair who is a former English teacher and purports to have sufficient expertise, in an area where he has no academic credentials or experience, to decide that an experienced teacher with excellent academic credentials for the subject area isn't good enough to teach in his department. His reason was that her teaching experience wasn't "broad enough", despite varied teaching assignments involving a broad range of Seneca students over the years, together with professional expertise in the subject area. At the same time, he thought it quite appropriate to assign a counsellor with no college-teaching experience to teach in this area.

While the outcome is irrational, it is not surprising. Where academic decisions are made in a rigid, paternalistic and hierarchical bureaucracy, it is a wonder such debacles as this don't happen more often.

Soon to be compulsory... Management establishes "Minimum Acceptable Use of Blackboard"

Beth Agnew, V.P. Employment Equity, OPSEU Local 560

When we talk about Academic Freedom, we mean that faculty should have the right to choose their methods of teaching and the tools they use to do so. That's why being dictated to about using Blackboard rubs a lot of us the wrong way, like management's new rules about what MUST be in Blackboard for the start of each semester.

Never mind that I use Blackboard as an example of "bloatware" and poor usability in my post-grad certificate Technical

Communication classes. I started off being a staunch advocate for Blackboard, until it kept regressing every year and losing important functionality.

The lack of consideration for its users is reflected in the MANY "Blackboard Hate" websites that overwhelmingly agree with my assessment of its being an expensive but largely frustrating tool for academic support. Where else can you enter a string of B grades for a student and have the tool calculate the final grade as a C+?

Thanks to Blackboard's defaults (about which we're not informed), it will resolve a letter grade to the lowest value, so a B is 70, not 72 or 74.

After pointing out pages and pages worth of usability problems in Blackboard, I gave up when I was told to take a course so I could understand how to total grades. Apparently the Administration thinks the Grade Center is for students to check a professor's work.



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



<http://www.twitter.com/OPSEU560>



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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 e-mail to union@opseu560.org. Call us at (416) 495-1599 or visit the Local 560 Web Site at: opseu560.org.



The Fight to Create Full-Time Teaching Jobs Continues...

Your Article 2 Grievance Team

In 2003, we noticed that the College was employing increasing numbers of partial-load faculty in violation of the Collective Agreement. We grieved, at which point the College and the union settled for the creation of over 40 full-time positions. We thought that the College would then stop trying to circumvent the Collective Agreement, and hire more full-time faculty on a regular basis, and that would be the end of these contract violations.

We were wrong.

By 2006, it was clear that the College was going back to its old practice of ignoring the Collective Agreement by failing to give preference to hiring full-time faculty as the Collective Agreement requires.

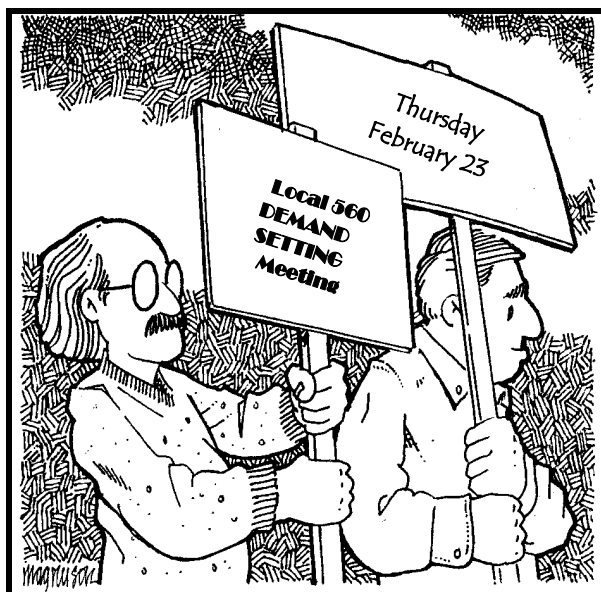
So another grievance was launched in 2006 to create full-time positions across the College. The grievance is heading into its 50th day of hearings, with at least 15 more days of evidence to come, covering Early Childhood Education at Newnham and King, and English and Liberal Studies on all campuses. (*You read that right — 49 days of hearings since 2006 gives new meaning to the phrase “management stalling tactics”.*) We are confident that the arbitrator will create many full-time positions once he has heard all the evidence and the submissions of counsel. The College’s lawyer has made it clear that the College’s strategy is to do everything possible to put off the day of reckoning by engaging in every stalling tactic he can think of.

On one occasion, he took so long between asking questions on cross examination that union counsel inquired as to whether he was translating the witness’ rather brief answer into Aramaic. And so it goes — but unless the College is prepared to comply with the Collective Agreement, we will continue to the end.

However, every cloud has a silver lining, and a small silver lining was found in the English Language Institute.

Year after year, the College has employed a partial-load faculty member as a coordinator overseeing the use of specialized software. If the work had been SWF’d, it clearly would have been a full-time job.

Alerted by the local area steward, the union approached the supervisors in ELI who agreed to try to create a full-time position. As a result, a position was created, advertised, and the partial-load faculty member applied for the position and has now become a full-time professor. His workload will remain largely the same, but his pay, benefits, and security of tenure will be much improved.



Local 560 Annual General Membership Meeting Thursday February 23

5:30 p.m. – Light Meal

6:00 p.m. – Meeting

Holiday Inn Markham – Ellesmere West Room
7095 Woodbine Avenue, just North of Steeles

Agenda:

2012 Budget & Contract Demand-Setting

- All full-time and partial-load faculty in attendance must be union members.
- Union membership forms will be available.
- Parking is free.
- TTC buses stop at Woodbine and Steeles, 250 metres south of the hotel.
- A light dinner will be provided, with meat/fish, lacto-ovo vegetarian, and gluten-free selections.
- Child/elder-care expenses can be claimed.

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@opseu560.org

Paul Matson: 491-5050, Ext. 2434
pmatson@opseu560.org

Jonathan Singer: 491-5050, Ext. 6010
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Daria Magas-Zamaria 491-5050, Ext. 3281
dariazamaria@gmail.com

UNION USES FREEDOM OF INFORMATION ACT TO OBTAIN CONSULTANT'S REPORT

When Arthur Burke ceased his employment as Director of Counselling in the Fall of 2010, the College hired a consultant to advise on re-organizing the department. As a result, a number of programs run from counselling were shut down, and counsellors were reassigned.

The union worked closely with the College to ensure that, in the ensuing game of musical chairs, no one was left without a seat. We negotiated one retirement package, and all of the remaining counsellors were assured of continued work at the College.

This was a very stressful business for the counsellors involved, particularly those with low seniority. And it didn't do wonders for staff morale, either.

To try to understand the reasons for the reorganization of Counselling, we asked to see the consultant's report, eventually using the *Freedom of Information and Protection of Privacy Act*, to obtain a copy.

What we received was labeled as a draft, and seemed to be largely composed of PowerPoint slides. Apparently no final copy was ever delivered.

And what did the report indicate? Primarily that the department was run chaotically, that decisions were made capriciously and arbitrarily, and that it constituted a poisonous environment for many who

worked there. This is more or less what the union had told the College on a number of occasions over the years. And we had told this to senior managers in some detail and free of charge.

So what did the consultant charge for stating the obvious? We asked, as part of the Freedom of Information request; and the College refused to answer, on the basis that they had promised confidentiality to the consultant as part of her contract.

We have appealed that decision to the Information and Privacy Commissioner, and the appeal is now pending. We heard rumours that this report cost upwards of \$300,000 — this may or may not be true. But we need to know how much the College is prepared to spend on consultants, considering their refusal to spend money on core functions — like hiring full-time teachers. Stay tuned — if we win the appeal, the cost of the consultant's report will be in the next edition of *The Local*.



Shark Tales — Bullying & Harassment

Larry Olivo, V.P. OPSEU Local 560

Bullying and harassment in the workplace are now grievable under our Collective Agreement

One of the gains in our last contract is an amendment to Article 4. It incorporates recent amendments to the Ontario *Occupational Health and Safety Act*. An employer is now expected to take steps not only to stop physical violence but also to prevent employees from being harassed or bullied in the workplace — this covers harassment and bullying in the workplace from students, colleagues, family members, strangers, supervisors or other managers. Whatever the source, the College has an obligation to stop or prevent it. As well, the harassment or bullying is not tied to or dependent on any of the prohibited grounds in the Human Rights Code.

In the past, the College used the REDC to deal with these kinds of issues — this process was slow and often ineffective. If it involved a complaint against a manager, faculty could expect little assistance, since managers would be investigating themselves. If a manager accused you of something, the accuser's team controlled the investigative process. The process was entirely controlled by the College, and there was no independent fact-finding or adjudication, unless you could get the case before an arbitrator. With the recent changes to the Collective Agreement, that is now much easier to achieve.

Two grievances filed since the harassment and bullying provisions were added to the Collective Agreement demonstrate how valuable the amendments can be.

In the Fall of 2010, a partial-load professor was accused by a student of sexual harassment in a course he taught in Winter, 2010. The matter was handled by the REDC. The professor wisely called us right away. He denied the allegations and described the student as manipulative and

flirtatious. She had made it quite clear that she wanted him to give her an "A" in a difficult course.

He told her if she wanted an "A" she had to do all the work and do well on tests. When the student saw that her manipulative efforts were unsuccessful, and realized she would have him for a second course in Winter, 2011, she filed her complaint which resulted in the professor being suspended with pay. The student claimed the professor had sent her suggestive written material, but could not produce it. She also said he tried to "friend" her on Facebook.

We hired a forensic computer consultant. On his



advice, we requested that the student produce the alleged Facebook "friend" request she had received. If he had sent it, the professor's Facebook homepage should have come up. Instead, an obvious hastily assembled fabrication was the result.

The REDC dismissed her complaint, but she got what she wanted: damage to the professor for refusing to give her what she wanted. More importantly, the REDC ordered that she would not have to take any further courses from him, which she would have had to do in the Winter of 2011. Of course, by this time, all the partial-load contract work had been assigned, and there was

(Continued on page 7)

(Grievance. Continued from page 6)

no further work for the professor. The student had clearly lied, and was caught attempting to fabricate evidence. Instead of expelling her for dishonesty, as the union and professor recommended, the College ignored her obvious and gross misconduct and permitted an innocent man's reputation to be damaged, and his livelihood threatened.

At this point, we grieved the student's behaviour as harassment and bullying which the College had done nothing to stop. By this time, the professor, who had plenty of work outside Seneca, and who had taught because he thought he had something to contribute to teaching and learning, was so disgusted with Seneca that he wanted nothing further to do with the College. Accordingly, we negotiated a settlement resulting in the payment of damages to him in an amount satisfactory to him for the treatment he had received.

In the second case, a professor was called in by his manager and subjected to behaviour which amounted to bullying. In response, the professor agreed to not do things he had a perfect right to

do, making defence on the merits of his subsequent grievance more difficult. Ultimately, we reached a settlement satisfactory to all parties, but we could have stopped the bullying and better defended the professor's rights had we been involved from the outset.

Some lessons for the future

If a student makes a complaint about your conduct or your treatment of the student, contact the union immediately to arrange for a union representative to attend any meetings with management.

Faculty members who are experiencing threats of violence should call security and notify the union local. Faculty who are being bullied or harassed should also contact the union for advice or assistance *as soon as possible*. If you are called to a meeting with a supervisor where your conduct is or may be at issue, tell the supervisor that you will attend only with a union representative present.

If you are contacted about a complaint by the REDC, remember the slogan: "Don't go swimming in the REDC without taking a union rep

ASSESSING THE RISK OF VIOLENCE

Beth Agnew, V. P. Employment Equity, OPSEU Local 560

From Dec 5 to 9 2011, I attended a **Violence Risk Assessment and Management Workshop for Post-Secondary Institutions** at Brock University, delivered by Dr. Stephen Hart and Dr. Kelly Watt of ProActive Resolutions Inc. As consulting psychologists, Drs. Hart and Watt are regularly asked to interview and assess various people for the potential for violence. Their clients range from police forces to private and public companies and organizations, including post-secondary institutions.

Specifically geared for universities and colleges, this workshop covered how to identify the potential for general violence, intimate-partner violence, and stalking. We used structured professional judgement tools and questionnaires to determine the factors related to violence for an individual, and we learned how to assess someone's potential to carry

out violence against themselves or others. By definition, violence includes actual, attempted, or threatened harm to a person.

Under Bill 168, we all have a responsibility to protect our colleagues and students if we become aware of a potential threat on campus. This can be anything from an aggressive student to the spillover onto campus of domestic violence from an angry spouse, whether the intended victim is a student or college employee. Of course, there are many other violent scenarios we need to be vigilant about.

I'll be following up with HR and Security, in co-operation with our Local 560 Health and Safety Officer, to ensure we have union representation on a multi-disciplinary team that reviews threats and develops strategies for managing them.

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The Road to Negotiations 2012

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

As published in the November, 2011 bargaining update, the CAAT-A bargaining team has developed a plan for communicating frequently with members and getting ready to begin contract negotiations with the College Employer Council:

“Representing the priorities of the membership is a fundamental responsibility of the bargaining team and the team takes this to heart. Team members will be visiting each college over the next few months, responding to member questions, discussing the bargaining process, and providing support for each Local’s demand-setting. This revised approach – an outcome of recommendations from the last round of bargaining – strengthens the connection between members and the bargaining team. It helps build a better understanding of demands and Collective Agreement negotiations across the membership.

Establishing demands for bargaining is a three-step process. First is the pre-bargaining conference at which the bargaining team is elected. Local demand-setting is the second step of this process. Successful bargaining relies partly on having practical, realistic, and focused demands. The final step is the provincial demand-setting meeting at the end of March. After that meeting, the bargaining team puts the demands into contract language proposals. The priorities established at the provincial demand-setting meeting guide the team.”

The bargaining team members elected at the pre-bargaining conference in October are: Carolyn Gaunt (Co-Chair), Ted Montgomery (Co-Chair), Rod Bain, Gary Bonczak, Benoit Dupuis, Lynn Dee Eason, and JP Hornick. This team has a mixture of experienced negotiators and new blood eager to take on this challenge.



Key Dates for Pre-Bargaining Planning

November 2011	December 2011	January 2012	February 2012	March 2012
Team members visit Locals to listen to concerns, answer questions, and assist with the demand-setting process				March 31 - April 1 Provincial Demand-Setting Meeting
April 2012	May 2012	June 2012	July 2012	August 2012
Team meets to put demands into contract language, set bargaining agenda and strategy.		June 3 is the earliest possible date to give notice to bargain. Contract expires August 31 at midnight.		