

THE LOCAL

OPSEU 560 NEWSLETTER – SEPTEMBER 2018

PRESIDENTIAL WELCOME

Excellence in education is a foundational requirement if our society is to grow, evolve, and prosper. At the heart of this endeavour are you – more than 1,500 talented and deeply dedicated professionals who are the driving force behind our students' future success.

As the newly-elected President of our Union, I am truly honoured and look forward to serving and representing such a capable and accomplished group. Our Officers are already hard at work. On September 1, 2018, I welcomed Chief Steward Harvey Kaduri, 1st VP Anna Ainsworth, VP, Equity Jonathan Singer, Health & Safety Officer Margo Burtch, Treasurer Jon Olinski, and Secretary Barbara Paterson to this important work on your behalf.

The outgoing Officers of our Union have made steady progress over the past years. I want to thank President Jonathan Singer, 1st VP Harvey Kaduri, VP, Equity Donna Frank, and Treasurer Dave Finlay for their hard work and achievements. I worked closely with them and know first-hand how their work has advanced our cause.

As we look forward, I want to assure you that we will continue to expand the accountability, accessibility and visibility of the Officers and Stewards. We need a more profound level of Local engagement to not only protect our Collective Agreement, but to ensure that the excellent work of you – our members – is not attacked, but instead recognized and respected.

We live in challenging times. The current management style at Seneca College is an old model

that thrives on command and control. All truly great endeavours are based on collaboration and consultation. Management must involve the Union on any approach to improve the quality of education at Seneca – not just because it is the right thing, but because it is the smart thing.

One of my first objectives is to protect and enhance the rights of Partial-Load Professors under the Collective Agreement to provide stable, long-term employment. Additionally, our Officers will be calling for deeper transparency around the hiring process of Full-Time positions.

I will be thoughtful, tireless, and tough in enforcing our Collective Agreement. I ask that you do your part to exercise your rights by grieving infringements of your rights. You will have my support and I assure you: I will forcefully address the College and the specific manager if there is the slightest hint of a reprisal for exercising your labour rights.

I took on this job because I believe in the work we all do and its importance to our students' lives, our labour movement, and our society. You have my pledge that Local 560's Officers and I will do everything in our power to protect your rights so that you can do what you do best, which is make Seneca a home for academic excellence today and in the future.

In Solidarity,
Frank Yee
President,
OPSEU Local 560

EQUAL PAY FOR COLLEGE FACULTY MEETING

Tuesday, September 11

5:30 PM - 8:30 PM

720 Spadina Ave., #202

More information/RSVP:

bit.ly/equalpaymeet

A NOTE TO ALL INDIVIDUALS WHO TAUGHT AS PARTIAL-LOAD FACULTY, FALL 2017 SEMESTER:

FACULTY WHO TAUGHT PARTIAL-LOAD IN THE FALL 2017 SEMESTER HAVE ENFORCEABLE JOB SECURITY RIGHTS REGARDING TEACHING THIS SEMESTER.

- If you have not been hired this Fall as Partial-Load or if have been assigned fewer than 12 Teaching Contact Hours per week this semester, the College may be in violation of the Collective Agreement.
- Filing a grievance may get you the work and/or pay to which you are entitled.
- More importantly, filing a grievance may be necessary to ensure that your job security rights remain in force, in future semesters. *See next page for more information.*

PARTIAL-LOAD REGISTRY GRIEVANCES

In our 2017 strike, we won significant, expanded rights for partial-load faculty in *Article 26.10 D and E* of our Collective Agreement. The ‘Partial-Load Registry’ strengthens job security and seniority language for Partial-Load faculty by specifying the way in which colleges must hire according to seniority and teaching experience.

In March 2018, OPSEU 560 raised a number of questions with Seneca College regarding the College’s design and implementation of the registry. We remain concerned that departments and schools at Seneca may have failed to adhere to the Partial-Load Registry language in the Collective Agreement, when assigning Partial-Load teaching to faculty for this semester.

OPSEU 560’s reading of the Collective Agreement is that if you were Partial-Load in Fall 2017, you are on the Registry, which means you are deemed to have registered your interest in partial-load employment for the 2018-2019 academic year. Second, if you were

either “currently employed” as Partial-Load or have eight months of Partial-Load service (as defined by Article 26.10C) in the last four academic years, you are entitled to be considered for priority hiring for any course you’ve taught in a specific department or school.

If you meet the above conditions, and if a (currently) Partial-Load professor with less service than you has been granted a section of a course that you have previously taught and that would not push you over 12 Teaching Hours if it were assigned to you, there is likely a violation of the Collective Agreement.

If you suspect that the College has failed to hire you in accordance with the Collective Agreement, the best way to protect your rights is to bring the matter up with your manager and, if the manager is unable to resolve it, to file a grievance: see Article 32 of our Collective Agreement for more detail.

Please read our FAQ on the Partial-Load Registry: <http://bit.ly/560faq>

Our suggestions for affected faculty:

1. Request a discussion by contacting your manager or the hiring manager for each course to which you believe you are entitled. Notify them of your complaint.
(We have attached some sample language that you can use and modify based on your needs.)
2. To be safe, **contact your manager no later than Sep. 24, 2018.**
3. If you meet in person, ensure that you take copious notes, and request a written reply within seven days.
4. If the manager responds that s/he will not resolve the issue, or fails to respond within seven calendar days, file a grievance promptly by filling out the attached Statement of Grievance form. Sign it, scan it, and email it to the parties listed on the form. Ensure that you send a copy to the union.
5. After a grievance is filed, there is a requirement for a Grievance Meeting. An OPSEU 560 representative will contact you and represent you at that meeting.

Because your eligibility for the job security provisions of the Collective Agreement depends upon doing a minimum amount of Partial-Load service within the last four academic years, if you are entitled to seniority rights this semester, it is possible for you to lose those protections permanently if you go for a prolonged period without Partial-Load service. For that reason, if you are entitled to PL seniority but have not been hired this semester as Partial-Load, then you may need to grieve to have your rights maintained.

OPSEU Local 560

**115A – 2942 Finch Ave. E
Toronto, ON M1W 2T4
416-495-1599**

Workload Monitoring Group: wmg@opseu560.org

Other issues: union@opseu560.org

opseu560.org

Proposed Email to Hiring Manager re: Partial-Load Registry Hiring

OPSEU 560 suggests emailing the following to the hiring manager for each course to which you may be entitled. If the hiring manager will not resolve the issue, or fails to respond within seven calendar days, file a grievance promptly by filling out the attached Statement of Grievance form. Sign it, scan it, and email it to the parties listed on the form. Ensure that you send a copy to the union.

Dear [Hiring Manager],

As:

- I was employed as a Partial-Load professor in Fall 2017, and
- I have accumulated at least 8 months of Partial-Load service as measured by Article 26.10 C, and
- I have been assigned insufficient sections for a Partial-Load assignment *and/or* fewer sections for the Fall semester than the maximum to which a Partial-Load faculty member would be able to teach, and
- I believe that faculty with less total service than myself have been offered – as part of a current PL assignment – sections of courses that I have previously taught for this department/school,

I believe that my rights under Article 26 of the Collective Agreement have been violated.

In order to give you an opportunity to adjust the situation giving rise to this complaint, per Article 32 of the Collective Agreement, I would like to meet with you at your earliest convenience.

At that meeting, if you wish to provide information that my rights under the Collective Agreement have *not* been violated, I will ask that you provide me with copies of the following:

- A copy of my months of Partial-Load service (as defined in Article 26.10C) since and including the 2014-15 academic year, according to the College's records
- A list of all courses that I have previously taught for this school/department, according to the College's records
- A list of all faculty who have been assigned sections of those courses in this school as part of a Partial-Load assignment for this semester
- A report of my total service, according to the College's records
- A report of the total service of all faculty who have been assigned (as part of a Partial-Load assignment for this semester) sections of courses that I have previously taught in this school, according to the College's records.

When we meet, I request to be accompanied by a Union representative.

If you wish to waive this meeting under Article 32.01 of the Collective Agreement, please inform me of this at your earliest convenience.

I am confident that we will be able to resolve this issue satisfactorily at this stage, and I look forward to hearing back from you, to schedule a meeting at which we can discuss this matter in greater detail.

Signed,

[Member's name]



union@opseu560.org
https://opseu560.org

Representing Full-Time and Partial Load Professors, Counsellors, and Librarians at Seneca College

This Statement of Grievance to be scanned and sent via email.

DATE: _____

TO: Bernie Beaulieu, Associate VP, HR, Seneca College <bernie.beaulieu@senecacollege.ca>

FROM: _____

SCHOOL/DEPARTMENT: _____

STATEMENT OF GRIEVANCE: ARTICLE 6 and 26

The College is in violation of the aforementioned Article(s) of the Collective Agreement in addition to any other applicable Articles, College policies, and/or relevant legislation, by failing to hire me and/or assign me courses in accordance with the Partial-Load Registry provisions of Article 26.10 D and E.

REMEDY:

The remedy I seek from the College is as follows:

- a) To be made whole with respect to, as applicable and without limitation, lost wages, seniority, and any other benefits and/or rights to which I would be entitled under a properly-assigned Partial-Load contract.

- b) For the purposes of future application of Article 26.10 D and E, that the College's calculation of my service include Teaching Contact Hours and months of Partial-Load service that ought to have been assigned in accordance with the Collective Agreement

If the matter is referred to arbitration, I will be seeking, in addition, the following:

A declaration that the College has violated my rights under the Collective Agreement and/or applicable legislation, and any other remedy that the Arbitrator deems appropriate.

GRIEVOR

- cc. Frank Yee, President, OPSEU Local 560 <fyee@opseu560.org>
Harvey Kaduri, Chief Steward, OPSEU Local 560 <hkaduri@opseu560.org>
Matt Cohen, Office Manager, OPSEU Local 560 <mcohen@opseu560.org>
Ted Bridge, Director, Employee & Labour Relations, Seneca College <ted.bridge@senecacollege.ca>