

The Local

OPSEU Local 560: Representing Full-time and Partial-load Professors and Instructors, Counsellors and Librarians at Seneca College



DECOLONIZING OUR LOCAL

Anna Ainsworth, President OPSEU Local 560

We, at OPSEU 560, are embedded in practices and procedures of colonialism. This is hard to deny given that we are part of a colonial nation.

We, as a local, and as Professors, are actively thinking about how to decolonize our practices and approaches. The broader labour movement is also working on re-thinking how we exist and how we act. We are listening to our Indigenous members, and taking their recommendations. If you have recommendations of how we can work on decolonization, we want to hear from you. We understand that the work of decolonization rests on settlers, not on those who have been colonized.

We have taken a few preliminary steps on this road. We, the Colleges and the Union, are in agreement that individuals who identify as Indigenous shall have access to Indigenous arbitrators if they so choose.

At Seneca, your local has worked with HR to have Indigenous mediators upon request.



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For Comments, questions or submissions...

Contact us:

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Connect with a steward:

<https://opseu560.org/stewards/>



DMoW

"There is divine beauty in learning, just as there is human beauty in tolerance. To learn means to accept the postulate that life did not begin at my birth. Others have been here before me, and I walk in their footsteps. The books I have read were composed by generations of fathers and sons, mothers and daughters, teachers and disciples. I am the sum total of their experiences, their quests. And so are you." —Elie Wiesel

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We are working on training that would be open to everyone on how to engage with Robert's rules of order, so that more voices can be heard in meetings and the governance of the local.

We plan to have open meetings, so that we can hold more informal conversations with each other and learn from each other.

These are first steps. This will be a long journey, but one we hope we can all take together.

In Solidarity
Anna Ainsworth



CHANGES TO THE PARTIAL-LOAD REGISTRY

The reason that the PL registry deadline was moved to April 30th, was to align with the academic year, rather than the calendar year.

As of January 2023 the new registry goes into effect.

For the time being, the registry that you signed in October 2021 remains in effect for the Fall 2022 Semester.

If you have any questions, please reach out to the Local [here](#).

MAY/JUNE YOU SAY? PD YOU SAY?

[Spring and soliloquies seem to go together, with apologies to the Bard for the following.]

Is it PD* or is it not PD, that is the question
 Whether 'tis nobler in mind to suffer
 The slings and arrows of outrageous managers,
 Or to defend your rights against a sea of violations,
 And, by opposing, end them? To stand, to grieve—
 No more—and by grievance to say we end
 The bullying and the thousand improper assigns
 That Chairs force upon us—'tis not PD
 Devoutly we served! Now done
 Our three, now to do our fourth—ay, there's the rub,
 For in that fourth, our spring dreams of PD
 When we have earned this professional time
 Our managers take pause. There's no respect
 Just unreasonable withheld consent, calamity.
 For who should bear the whips and scorns of managers,
 Th' oppressor's wrong, their behaviour contumely,
 The pains of dialog, false pretense and direction
 The contempt of office, and spurn of our CA**
 Of patience and merit we lack none,
 Wisdom and discipline abound in us
 Yet in place of our learned proposals
 Assigned to grunt and sweat under their yoke
 Saying nothing for the dread of something more fierce to come,
 The undiscovered country whose shores we have not tread
 Where employers respect our agreement, puzzles the will
 And makes us rather bear those ills put upon us
 Than grieve to advantage those rights we actually have.
 Thus amenity does make cowards of us all,
 And thus the native hue of solidarity
 Is sicklied o'er with the pale case of segregation,
 And enterprises of great pitch and moment
 With this administrative disregard their currents turn awry,
 And lose the name of action. – Soft you now,
 Our Chair dictates again! – No more PD
 In its place, course development and the shadow
 Of PEQAB*** documentation and recertification
 Developing modules and rewriting coursework
 Lost is our professional development

You know the drill, but is the College complying with our Collective Agreement? It seems often not. When you have PD time, you cannot be assigned “work”. Work is not professional development. Course development is not professional development. Preparing documentation or any other kind of preparation for PEQB is not professional development. Grading is not professional development. Do we really have to say this? It appears so. Let's not forget there are two different occasions for PD during any given year, but the principles around how one does PD are the same; our Collective Agreement states:

11.08 In keeping with the professional responsibility of the teacher, non-teaching periods are used for activities initiated by the teacher and by the College as part of the parties' mutual commitment to professionalism, the quality of education and professional development.

Such activities will be undertaken by **mutual consent and agreement will not be unreasonably withheld.**

No SWF will be issued but such activities may be documented. Where mutually agreed activities can be appropriately performed outside the College, scheduling shall be at the discretion of the teacher, subject to the requirement to meet appropriate deadlines.
 [boldface added].

This means, in plain English:

- **One cannot be arbitrarily assigned work, be conscribed to do work, be designated with responsibility for, or otherwise dictated to with respect to what one pursues during any of one's non-SWF periods during the academic year – this includes what you do for PD.**
 - The demands that one meets during non-SWF periods are dictated by the **professional judgement of the member**. One may be grading, or updating courses, or

*PD is Professional Development

**CA is our Collective Agreement

***PEQAB is the Postsecondary Education Quality Assessment Board (PEQAB), an advisory agency of the Government of Ontario

MAY/JUNE YOU SAY? PD YOU SAY?...

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working on PEQAB related material, but only when this is in one's professional judgement what should or needs to be done. Certainly the College would have little reason to withhold consent under normal circumstances; this is not to say that these activities are forced upon one, but rather than they are performed without consent being withheld.

- Even apart from PD, if one determines in their professional judgement that they need to be grading, and not developing PEQAB documentation, during the non- SWF'ed reading week, as example, it would be unreasonable for the College to withhold consent for one to be grading.
- With PD, either the College or oneself can substantially propose activity, and "agreement will not be unreasonably withheld".
 - If agreement from one's manager is not forthcoming, when one has a proposal that in one's professional judgement is better than whatever (if anything) is proposed by the College, it is not unreasonable to withhold consent (to their proposal) and to continue to propose pursuit of one's own proposal.
 - If your manager (or any representative of the College) impedes, prevents, or prohibits your pursuit of the PD you are proposing, comply in protest, and grieve this violation of the CA. **Speak with your steward immediately, and if they are not available, speak with any steward or officer of the Local, including (of course) the Chief Steward. Your steward will help you prepare and file your grievance. Find them all at <https://opseu560.org/stewards>**
- If the College tries to assign one duties, responsibilities, or work, during a non-teaching period (i.e. non-SWF'ed period, including PD) every member has the right to withhold consent if in their professional judgement they do not represent a commitment to one's professional development or the quality of the education one provides.
 - Specifically regarding PD, pedantics aside, PD is PD, course development, departmental work, etcetera, are not, and consent can be reasonably withheld from this work in preference for one's own proposal
- Think broadly about your PD needs; they don't necessarily need to be narrowly tied to your specific discipline, though they may well be. What benefits you as a professional, whether developing a skill set that broadens one's understanding of the world, sparks one's creativity, or pushes one to think in new ways, such PD can make one a better teacher and can be "fair game".

Local 560 Bursary Recipients



OPSEU LOCAL 560 HEALTH SCIENCES BURSARY

The OPSEU Local 560 Health Sciences Bursary is a longstanding endowed fund at Seneca that supports one nursing student each year. This year, given the interest, number of qualified candidates, and the important role these students will play in a post-pandemic world, the Local decided to extend support to two students (identified below with consent):

Yaryna Shchesnovych
Bushra Dahir

The recipients wish to express their appreciation to OPSEU 560 for the financial relief. They noted the challenges of online learning but also acknowledged their fantastic professors. The increased motivation from the bursary helps them towards their educational and career goals.



MAY/JUNE YOU SAY? PD YOU SAY?...CONTINUED FROM PAGE 3...

Your PD matters, and you have a right to it. If you are being “robbed” of this time, especially during your May/June non-SWF period as part of one’s three-over-four rotation (sequentially 2 x May/June teaching, one July/August teaching, and then the next May/June non-SWF’ed PD – because the CA prohibits teaching 12 months consecutively), you need to file a grievance to ensure your rights are defended. Just for your reference:

11.03 The academic year shall be **ten months** in duration and shall...in [the] event [of] year-round operation...the scheduling of a teacher in one or both of the months of July and August shall be on a **consent or rotational basis**.

15.01 B A teacher assigned to teach for an additional month (11th month) over the normal teaching schedule of the equivalent to ten months... shall also receive a **bonus** of ten percent of the employee's annual regular salary...[and] shall not be required to teach for more than **12 consecutive months** without a scheduled vacation of at least one month.

[boldface added]

While we are on the subject of PD, when was the last time you used any portion of your annual two weeks of PD that you have rights to?

11.04 B 1 The College shall allow each Counsellor and Librarian at least **ten working days of professional development** in each academic year.

11.04 B 2 Unless otherwise agreed between the Counsellor or Librarian and the supervisor, the allowance of ten days shall include **one period of at least five consecutive working days** for professional development.

11.04 B 3 The arrangements for such professional development shall be made following discussion between the supervisor and the Counsellor or Librarian subject to agreement between the supervisor and the Counsellor or Librarian, and such agreement shall not be **unreasonably withheld**.

11.04 B 4 The employee may be reimbursed for **costs** associated with such professional development, as approved by his/her supervisor or other body established by the College to deal with allocating resources made available for this purpose.

[boldface added]

Your rights are only yours if you stand to protect them.



"FUNFLEX": CHALLENGES OF THE HYBRID, FLEXIBLE MODALITY

Seneca has been pushing for faculty to train in hybrid flexible (HyFlex) course design and delivery — what the College calls “FunFlex”. HyFlex teaching is a new mode of delivery that was introduced fairly recently. It entails teaching simultaneously in-person and online. In effect, it doubles the workload of Professors. You need to have developed both online and in-person content; you need to manage both a virtual and a remote classroom; you need to deal with the cognitive dissonance of “do I talk into the camera, or to the students in person?”.

Full time Faculty are not given more time on their SWFs to teach HyFlex; contract faculty are also not reimbursed proportionately to the task.

If you choose to agree to teach HyFlex, we encourage you to reach out to the local to discuss how we can support you. We have not yet had any arbitrated decisions about HyFlex, so do not yet have a precedent for how to approach this issue.

We do have Academic Freedom (Article 13 of our Collective Agreement), so the Local’s position is that faculty, who are the subject experts, should be able to determine what is the most pedagogically appropriate form of course delivery.

(INADEQUATE) PAY INCREASE UNDER TERMS AND CONDITIONS

Under the imposed terms and conditions, and under Bill 124, as of October 2021, we have received a 1% per year pay increase.

If you think that you are not being paid accurately, please contact the local so we can help you rectify the situation.

STAY INFORMED

