

In/SOL (IN SOLIDARITY)

the newsletter of OPSEU Local 242 / Niagara College : Vol 3, Issue 1 / Winter 2019

Dear Colleagues



MARTIN DEVITT
LOCAL 242 PRESIDENT

Welcome to another edition of InSol!

Local 242 has not only been busy offering support to faculty, but also focusing on communication that fits all of our needs – from an award-winning newsletter and email memos to *Twitter* and *Facebook* feeds. Now we are very happy to announce an *integrated web page* where you can find back issues of newsletters and links to both local and provincial resources. Across these platforms, the aim is to connect you with what's going on across our campuses, and throughout the college system and post-secondary sector.

In this edition, you'll find:

A practical review of the SWFing process by Workload Monitoring Group member Herb Hill

Updates on Academic Freedom, International Students, and Labour Relations and the Provincial Government by VP Ravi Ramkissoonsingh

An update on the protection of member's rights and grievances by our Chief Steward Terry Poirier

A "how to" on professional development leave by steward Greg Smith.

The team that works in the union office is just that—a high-functioning team. Together, this team has served on five committees (most notably the Workload Monitoring Group and Health and Safety Committee), includes ten stewards who connect with our members and, over the past year, has supported over 30 grievances and put in countless hours of work to protect the rights of members. Lots of the work involved educating our members—some of the work is very sensitive—but all of it is centered around protecting faculty and what we do—the quality of the education we provide our students.

I want to highlight one recent significant victory. Some of you might remember that a result of the 2014 round of contract bargaining was a moratorium on Article 2 (Staffing) grievances; the vast majority of full-time faculty at Niagara have a job because the Union grieved for a full-time position that College management had to post. Well, the moratorium is now over—thanks to the stand that faculty took during our strike—and, in response to our recent staffing grievance, the College resolved to post long-retired and -vacated positions in Academic Studies (3)/Liberal Arts and Sciences (4).

We are very proud of this resolution and will be holding the College to their promises. We are already working on further staffing grievances, as we are committed to pressuring the College to hire additional full-time faculty in the face of ever-increasing enrolment.

Trivia Challenge!

T-SHIRT GIVEAWAY!



Correctly answer the trivia question below to enter a draw for an INSTRUCTO-BOT t-shirt!

What article in the Collective Agreement covers academic freedom?

All correct answers will receive one entry into the draw. Email your response to smacraeopseusteward@gmail.com before midnight on 15 March 2019.

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Hot Button Issues

A concise round-up of the important issues affecting faculty at the College —with footnotes!



RAVI RAMKISSOONSINGH
LOCAL 242 VICE PRESIDENT

As we are into the new calendar year, it is an opportune time to provide an update on several hot button issues.

Academic Freedom

I have been teased by our steward Greg Smith for stating this more than once, but it bears repeating: in our most recent round of bargaining, academic freedom was the top demand, by far, of faculty at both Niagara College and across the province.

It was something that the College Employer Council (CEC) was determined to never let happen, and something that some faculty thought we would never get. Arbitrator Kaplan awarded academic freedom to us for the following reason: we were on strike for five weeks and yet voted 86% to reject the CEC's final offer, which showed our commitment. We would never have attained academic freedom in a negotiated settlement, but it was the resolve of our membership that resulted in this enormous gain. We now have language in our collective agreement (CA) that is strong and on par with that of university faculty.

However, it's what happens next that is important! As is always the case with any CA, both the employer and Union will test the limits of the new language.

The recent email exchange between the Local 242 executive and the Vice-President, Academic and Learner Services, Steve Hudson (several members have mentioned his very carefully worded response) demonstrated differing interpretations of this language; this dispute is likely to be resolved, in time, through arbitration. Being able to speak about academic matters and our institution, and having authority over our grading and textbook/resource selection, are merely the basics of what academic freedom means.

At our recent Union/College Committee (UCC) meeting, VP Hudson expressed concern over faculty asserting their academic freedom in such a way as to contravene well-established College policies and practices and resulting in liability issues for

the College (e.g., tuition refunds). He pledged that any unilateral actions could result in a grievance being laid against the Union, and that the College would ask for any associated costs.

Also, faculty could be subject to discipline if they assert their academic freedom in such a way as to go against directives from their associate dean (AD) and/or the College. We assured VP Hudson that our members do not “go rogue”, and that we will “comply and complain,” as is our regular practice.

Comply and Complain

As with any issue in our CA, if your AD and/or the College gives you a directive that contravenes your academic freedom, you should first attempt to find a resolution with your AD. If you cannot, then comply with the directive in order to avoid disciplinary action that would come with a charge of insubordination, and then complain using the grievance process that is part of our CA.

As stated previously, our academic freedom language is strong but, as faculty, we will need to assert it. If the College disagrees, then an arbitrator will have to resolve the matter. If you have any questions as you navigate through this process, [contact the Faculty Union office](#).

International Students

Niagara College has been in the news three times recently about English-language proficiency issues among a significant portion of international students.^{1,2,3} Some members, using their academic freedom, have rung alarm bells over this issue.

To be clear, the issue is faculty having significant numbers of students in their classes who understand little to no English. It is simply not possible to teach content to students who cannot comprehend the language and, as faculty, we are concerned about the possible exploitation of these students who are paying exorbitant tuition fees to be here. Many members have stated that having these students in their classes

1 <https://www.thestar.com/news/canada/2018/12/08/400-students-in-india-told-to-retake-language-tests-after-niagara-college-flags-concerns.html>

2 <https://www.thestar.com/news/canada/2019/01/16/niagara-college-reviewing-admission-criteria-for-international-students.html>

3 <https://www.stcatharinesstandard.ca/news-story/9138822-hundreds-of-international-niagara-college-students-struggling/>

makes achieving the course learning outcomes extremely difficult. It also becomes an issue of possible exploitation when students are paying high tuition without any chance to be successful.

At our recent General Membership Meeting (GMM), there was a discussion about the health and safety issues that can arise from this problem. A member from Technology and Trades told the meeting about how students' lack of understanding of basic instructions almost resulted in an explosion with the potential of massive damage to both people and the building. A situation like this could result in the loss of life or limb. This is not the first time we have heard such concerns from our members.

We brought this to the attention of VP Hudson at our recent UCC, and he stated that faculty in such situations should first go to their AD, and, if they do not get a satisfactory response at that level, they should speak with him directly. We will hold VP Hudson at his word, as the health and safety of students, faculty, and support staff should be of paramount importance at all times.

The issues around international students in our post-secondary education system are complex. It begins with the federal government introducing policies which give newcomers with Canadian post-secondary education (in a recognized post-secondary program—not ESL) an advantage in being able to stay in Canada and receive a post-graduate work permit. In addition, successive provincial governments not sufficiently investing in (i.e., funding) colleges and universities for many years has made the colleges more dependent on the revenue that international students bring to an institution.

The newly-elected Ford government has not only refused to increase funding for post-secondary education, but it has already slashed funding (in the form of the recent 10% tuition cuts), and they appear poised to cut further when they introduce their first budget this spring. Colleges will still be allowed to raise tuition by up to 20% per year for international students, so it is quite clear that we can expect this population of students to increase much further in the years ahead.

Faculty believe that having international students is important, and good for our institutions, as such students add much to our classes; however, these students need to have the appropriate language skills to have success.

Our members have been seeing a gradual increase in students lacking these skills over the past few years, and this spiked last fall. When you add this to other problems that faculty deal with on a day-to-day basis (underprepared domestic students; larger class sizes; an increased reliance on precarious, contract faculty; insufficient mental health and

other supports for all students; etc.), it seems we have a full-blown crisis in our workplace.

The College needs to find solutions.

If the International English Language Testing System (IELTS) test is questionable in any way, there are many solutions that the college could pursue—in consultation with faculty in the affected areas and language and learning experts—to help these struggling students. With a \$13.9 million surplus last year and a *projected \$10.9 million surplus for 2018-19*, we know that money wouldn't be an issue.

A Look Ahead

We are presently in a very challenging period for faculty. Labour relations at Niagara and other colleges are not good, and the Ford government does not look like it will be a friendly one for us or teachers at any level of the education system. For example, our collectively bargained College Task Force, which would have examined many of the problems facing our institutions, was unilaterally cancelled on Premier Ford's first day in office.

Our next round of bargaining will begin in two and a half years, just as the Ford government enters the final part of their first term. Before that, we shall see how they deal with elementary and secondary school teachers as their contracts expire and with university faculty associations as their collective agreements come up for renegotiation.

As we saw in our most recent strike, some of our issues are shared by other unions, both within and outside of the education sector. Across Ontario, we can expect the over-reliance on precarious, contract workers to continue to be an enormous issue over the next three years.

As Ontario college faculty, it will be important to remain informed about the issues affecting us as we proceed towards the next round of collective bargaining negotiations. With that in mind, we encourage you to follow our *Facebook* and *Twitter* feeds and visit *our new website*.

Furthermore, please communicate with your colleagues about these issues. As we saw during the strike, members learned much about the issues affecting one another through their discussions on the picket line. These conversations clearly established the kind of communication, camaraderie, and solidarity among members that will be required as we support one another through the challenges ahead.



Understanding the SWFing Process

HERB HILL
WMG MEMBER

Your associate dean (AD) should be having meetings with you to discuss your Spring/Summer Term SWF and, in a couple of months, your Fall Term SWF. The following are some tips on how you can protect your rights under Article 11 of the Collective Agreement (CA):

- ▶ **Your AD should** have a discussion with you about the proposed workload prior to providing you with a completed and signed (by her/him) SWF.
 - ▶ **Your SWF should** cover all details of your entire workload for the period covered by the SWF. The only work you are required to do is that which is on your SWF. If your AD wants to assign work to you, they need to put it on the SWF, or you are not required to complete it.
 - ▶ **You have five (5) working days** after you have physically received the SWF to either agree to, or refer it to the Workload Monitoring Group (WMG). If you do not return the SWF to your AD, it will be “deemed accepted”. A copy of the SWF must be provided to you at least six weeks before the period covered by the SWF begins. The College risks late penalties if this six-week threshold is not met. We have had members in the past receive substantial payouts (in the thousands of dollars) from the College for SWFing deadlines not being met.
 - ▶ **If you are not in agreement with your SWF**, then sign it and check the bottom two boxes on the second page, “Proposed Workload referred to College Workload Monitoring Group” and “Proposed Workload referred to Workload Resolution Arbitrator”.
 - ▶ **The WMG is comprised** of four faculty members and four College administrators. If you refer your SWF to this committee, you and your AD will appear to discuss your disagreement with the SWF; it is an informal process with each of you speaking and responding to questions from WMG members. For a faculty member, appearing before the WMG is very similar to teaching—be prepared to present your material and answer any questions, just as you would do with students.
 - ▶ **The five-day window** from when you receive your SWF is not the only time that you can refer your workload to the WMG. Article 11.02 A 6 (a) clearly states that if circumstances arise during the term which gives rise to a complaint from the faculty member (e.g., you have far more students with accommodations than expected which results in a significantly increased workload than what is represented on your SWF), you must take that complaint to your AD within 14 days of those circumstances arising, and then your AD has seven days to respond. If you are not satisfied with your AD’s response, then you can refer your complaint to the WMG within seven days of your AD’s reply (or immediately, in the case of no reply from your AD).
 - ▶ **If you are concerned** about your AD being upset with you about a SWF or complaint referral, make it very clear to them that this is not personal; you are simply exercising your rights under the CA to resolve this matter.
 - ▶ **If the WMG cannot come to a resolution** over your referral, you can refer your SWF/complaint to an independent Workload Resolution Arbitrator (WRA) within one week of receipt of the WMG’s notification. At the WRA, the arbitrator will hear arguments from both you and the College before arriving at a decision. This decision is binding to your case solely for a period of one year. The Union and College share the costs of a WRA—the member is not responsible for bearing any of the costs.
 - ▶ **You have the right** to withdraw your referral from either the WMG or WRA at any time without penalty.
- If you have any questions about your SWF or the WMG/WRA process, please contact the Faculty Union office at ext. 7506 or email any of the faculty members of the WMG: Terry Poirier (co-chair), Herb Hill, Lois Johnson, or Ravi Ramkissoonsingh.



Academic Freedom 101

Article 13.04 of our Collective Agreement focuses on the freedom to teach, research (inquire, investigate and pursue), and speak out about academic issues without fear of reprisal; on this latter topic, we can break it down to speaking out within our college community, say at a meeting (intramural), or in public (extramural—e.g., providing an interview with the media).

Let's first review issues to do with free speech before reviewing issues regarding teaching. For those of you who are involved in research and want to know more about academic freedom and research, contact Local 242 President Martin Devitt.

Protected Speech

- ▶ Academic freedom means that faculty can speak out about academic issues without fear of reprisal. This is known as “protected speech”, and it is supported by some of the strongest case law related to academic freedom.
- ▶ Protected speech can include making statements that are critical about your employer.
- ▶ This speech can be internal to the college, such as sending critical letters to management (even including the College president).
- ▶ This speech can also be external to the college, such as publishing a letter in the local newspaper, or in another public forum.
- ▶ Academic freedom protects speech as long as the speech is: factual (i.e. based on truth, research and evidence), not hate speech (i.e. does not violate the Ontario Human Rights Code), academic (i.e. is professional, reasonable, etc.)
- ▶ Protected speech can be used to point out the academic impact of poor management decisions concerning staffing, program management, academic policies, workloads, etc.
- ▶ Protected speech is made more powerful if faculty in a given area come together to make collective statements about issues of common concern.

Evaluation Methods

Academic freedom includes the freedom to teach. This involves choosing which evaluation methods are used. There is already a process in the Collective Agreement, under Articles 11.01 E2 and 11.01 E3, for faculty input into evaluation methods. Academic Freedom bolsters a faculty member's judgment under 11.01 E3. Conflicts over evaluation can thus take place via the WMG process, with Academic Freedom as a support, or as an Article 32 grievance, grieving Article 13.

Course Materials

There is also strong case law to support a professor's right to choose their own course materials.

In a conflict between faculty and management over what textbook or other course material is to be used, an Article 13 grievance can be filed with a high likelihood of success.

However, the rationale being used by a faculty member to use or not use a given resource must be academic in nature. As always, strong arguments have a better chance of winning.

Grade Changes

An increasing concern is managers changing faculty grades for no academic reason, and against the wishes of faculty.

Academic freedom does support the right of faculty to assign grades, and for having the academic judgment of professors stand.

This means that managers cannot change faculty grades in an arbitrary manner.

Grade changes can only occur through an academically justifiable procedure, such as a formal grade appeal process.

Supplemental Evaluations

College administration has also created a policy where it is at the manager's discretion whether a supplemental evaluation is granted to students after final grades have been entered; this is superfluous to the grade appeal process and should be monitored so that it is not applied in an arbitrary manner.

Method of Delivery

Managers have the right to specify new methods of delivery (i.e. to decide that they will offer online or blended courses).

If a professor teaching an existing course in one delivery format was forced by a manager to change the format (i.e. from in-class to blended, or from blended to online), and they can make a strong argument as to why changing the delivery method is academically unsound, then an Article 13 grievance may be successful.

A method of delivery grievance might be possible if management force a course to be blended or fully online, where the course depends heavily on interpersonal interaction, or where the new delivery method would otherwise impair the academic effectiveness of the course. An example would be a forcibly blended lab, in which the reduction in face to face time has a significant negative impact on the course's academic integrity.

Method of delivery grievances can include concern for student success, the need to meet vocational learning outcomes and essential employability skills, and the need to meet specific professional competencies.

continued on p. 7—[click to go there](#)

A Professional Development Leave: *Is it right for you?*

GREG SMITH
STEWARD

Many people have asked me about the Professional Development (PD) leave that I took during the 2016–17 academic year.

Their eyes glaze over a bit when I tell them what I did (font design!), but nearly everyone I've spoken to about it has a subject or topic that they are anxious to dive into.

I found it to be a very rewarding experience *and* the process was a lot easier than I imagined. The number of PD Leaves at the college is relatively low, compared to the minimum of 2% of full-time members that can be on PD Leave at any one time.

The Collective Agreement (Article 20.02) states that the purpose of the leave 'is for College-approved academic, technical, industrial or other pursuits where such activities will enhance the *ability of the teacher, counsellor or librarian* upon return to the College [my emphasis].'

The process? Figure out what you want to do, discuss with your academic manager to see if the timing is doable, fill out the application form, submit it to your manager for approval, meet with the college's PD Leave Committee, get leave approved, and go on leave.

You can [find the form here](#) to understand more about the process and what you are getting yourself into.

Here are some things to keep in mind:

1. Finances

Make sure that you are going to be financially stable during your leave. If you have been at the college for 11 years, you will be making 80% of your full-time money. After six years, you will make 55% of your salary, and this will increase 5% per year. Some of the loss may be offset by being in a lower tax bracket, but it's difficult to generalize about everyone's finances. You should check this out before you go too far along in the process.

I tried to estimate/predict any major expenses that would occur during the leave just to make sure that I wasn't going to totally impoverish our household. During your leave, you may not be burdened by some of your regular day-to-day expenses like buying lunch and coffee and gas—you may even be able to get a lower rate on car insurance if you aren't driving to the college every day.



2. Schedule

A PD Leave buys you time to do all those weird, researchy things that you have always wanted to do. If you're not careful, time can get away from you. Part of my application process was to provide a basic schedule for the work I was going to do.

After approval, I fine-tuned my timeline to make sure I was able to do all the stuff I needed and wanted to do. I worked very closely to those timelines.

To assist in getting stuff done, I set aside one day of the week to do reading and online research to support the work I was doing.

Freeing up time meant that I was able to work at times I found most productive (these didn't always correspond to office/school times). This helped a lot.

3. Librarians are your best friends

I had access to so much cool, interesting and needed research material just by asking librarians all over the world—because—*get this*—finding stuff is their job!

The folks at the NC Libraries were incredibly helpful and accommodating because they not only found stuff, but they helped me know what stuff I needed to find. Also: interlibrary loans!

My wife is a librarian, so while I was thrashing about, struggling to find something about an obscure early-twentieth-century German type foundry, she would merely wave her hand over my keyboard and it would appear. Magic.

4. Know Thy Baristas

Certain tasks go faster when accompanied by good coffee and free wifi. Getting to know the baristas can get you free samples, and they will have your drink ready for you before you stagger to the counter. It can also be a nice break from a smelly printshop or the dining room table.

Of note: the Stoney Creek Starbucks is a perfect place to space and kern a font.

5. Leave Room for Chance

Midway through the first week of my leave, a game-changing new technology in type design emerged (I will spare the gentle reader the font-nerd details), but I was able to monitor its de-

velopment and assimilate this into my workflow. Working on large projects as a graphic designer taught me to always build extra time into the work to account for things like this.

Also, you will definitely have computer troubles, irretrievable data loss, storage issues, software updates, hard drive meltdowns—so, update and plan before you start your leave.

6. Start Strong, Stay Focused

I sat down and started the work for my leave at 6.30 am on the first day, and worked until it was time to get supper ready (see below). After supper, I worked into the night. I was able to sustain this pace for the first two months. I got a lot of stuff done.

I tried not to think about the work that my colleagues were doing and the schedule I had been following for 17 years. It was difficult—but not *that* difficult.

Knowing that this was probably going to be the only chance I had to do this during my working life drove me to make the most of it.

7. Make Life Easier for the People You Live With

During my leave, my wife was going to be doing her usual commute to her usual job at the usual time—while I was going to be hanging out at home in leisure wear, learning how to design fonts. To mitigate the impact, I made sure supper was

on the table every night when she came home. I expanded my cooking skills and the dishes I prepared.

I tidied my sprawling workspace every day to keep things clutter free. I didn't rattle on all the time about the arcane nature of what I was doing. These things were appreciated.

8. Use Social Media

To track the process of my work and to receive feedback, I set up some social media accounts that were dedicated to the work I was doing.

A lot of stuff happens within the font/type design community on social media because of its far-flung nature—it's not just people posting pics of their cool lunches. I expect this is true of many things—there are a lot of scholars on social media.

I found new articles on type-centric subjects, learned new techniques and workflow tips and tricks, and actually made connections with real (type) people. These connections remain.

9. Don't Apologize

It's your time. By taking a leave, you are enriching yourself, your students, and the college community—maybe even the province, country and world. If people give you a difficult time, I can suggest some time-tested, Anglo-saxon phrases to use in answer to their jibes.

ACADEMIC FREEDOM 101 continued from p. 5

As with other Academic Freedom grievances, it can be argued that a manager's decision violates Article 13 if the decision overrides a faculty member's academic judgment in a manner that is **arbitrary, or in bad faith—these are both good measures to keep in mind when evaluating issues of academic freedom.**

You should be discussing the method of delivery of a course with your associate dean during SWF meetings, or, in the case of partial-load faculty, prior to teaching the assigned course.

Moving Forward

As we move forward with our newly won Article 13, it helps to keep the following points in mind:

Academic freedom is not just for university-educated professors teaching in university-style courses and programs. It applies equally to faculty in the trades and in other applied and occupational programs. The core principle is the same: the faculty member teaching—whether sociology, nursing, welding, or recreation therapy—is the expert in their respective field. Their expertise is the bedrock of quality in post-secondary education, and needs to be respected.

Article 13 is only as strong as the extent to which we are willing to use it. Faculty should be actively and creatively looking for ways to utilize and expand our academic freedom. This list is, by no means, an exhaustive catalogue of how academic freedom applies to members. For example, academic freedom can be utilized by counselors and librarians in their operational duties and professional judgment.

Academic freedom involves changing the culture of college education—away from a manager-centered model focused on corporate priorities, and toward a faculty and **student-centered model** focused on the **quality and integrity of education.**

Finally

We don't have academic freedom unless we exercise it; therefore, talk about these issues and scenarios and bring them to the attention of your colleagues and union stewards. If we don't defend our academic rights, it's not just our working conditions that suffer – but also the quality of our students' education!

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Grievances, their outcomes, and how they align with college values



TERRY POIRIER
CHIEF STEWARD, LOCAL 242

As our 2018-19 academic year continues, there have also been continued issues with management from mistreatment of partial-load members to disputes over Academic Freedom. The Union endeavours to protect faculty rights; this, in turn, prevents the infringement on students' rights and ensures the quality of their education.

We have once again been busy on the local's grievance front—many reflect the college-wide issues we were not asked feedback upon in the recent employee engagement survey. Since the last newsletter, members have filed 17 grievances, while the Union has filed 11 policy and staffing related grievances—many of which are going to arbitration. We are currently doing an analysis of all of the departments/programs at the College in order to file Article 2 (full-time staffing) grievances. We now have the ability to file such grievances as a result of our five-week strike in 2017; the College Employer Council wanted to keep the “moratorium” on new full-time positions in place from the previous collective agreement, but our strike resulted in Arbitrator Kaplan ruling in our favour on this issue.

Here is an overview of the grievances submitted and their status/outcomes. I have related their themes to areas the College has identified in the employee engagement survey as ‘important’ elements they would like to address.

“ORGANIZATIONAL VISION”

GRV #16: 2018 (Aug)—Partial-Load Seniority: Article 26

A partial-load faculty member was not assigned work during the Fall 2018 term. This member had seniority rights for these courses; however, they were offered to new partial-load faculty. We could not find evidence, as much as we tried, to identify how Niagara's “vision” declines partial-load faculty their right to see their name on a registry. That being said, partial-load faculty have been denied their seniority rights,

and the college continues to use wording from our last Collective Agreement (CA) implying that a ‘load’ is assigned rather than a ‘course,’ as our current CA identifies. After no resolution at the grievance meeting with the College, the member has proceeded to arbitration.

GRV #17: 2018 (Sept)—Partial-Load Seniority: Article 26
Same as GRV #16, except that the member requested that the grievance be withdrawn, following the meeting with the College.

GRV #19: 2018 (Sept)—Partial-Load Seniority: Article 26
Same as GRV #16. The member has proceeded to arbitration.

GRV #28: 2018 (Dec)—Partial-Load Seniority: Article 26
Similar to GRV #16 and #19, with the member proceeding to arbitration over their Winter 2019 workload assignment.

GRV #29: 2018 (Dec)—Partial-Load Seniority: Article 26
Similar to the aforementioned partial-load grievances; this member was not only denied their course seniority for the Winter 2019 term, but they were also denied their request to see the partial-load registry. The member has proceeded to arbitration, following no resolution at the grievance meeting with the College.

“EXECUTIVE LEADERSHIP/PROFESSIONAL ENGAGEMENT”

GRV #5: 2019 (Jan)—Mandatory training outside of the swf
A recent email from Niagara College President Dr Dan Patterson clearly stated that there be “mandatory training” for cyber-security at Niagara College. We have a CA that identifies work assigned should be on a swf, but an organizational edict from the College now suggests that if Dr Patterson assigns work, then it doesn't need to be on the swf? The Union has filed this grievance for arbitration.

GRV #20: 2018 (Aug)—

Discrimination and Harassment: Article 4

A partial-load member filed a grievance against their AD and the College when they were wrongfully accused of poor job performance without substantiation. They also believe that they have been the victim of discrimination and harassment. This grievance was in addition to grievances of not being assigned courses they had seniority for. We spent a considerable amount of time trying to find how this treatment aligns with the College values of respect and inclusivity but have been unsuccessful. The member has filed this grievance for arbitration, following no resolution at the grievance meeting with the College.

GRV #22: 2018 (Sept)—

Denied Accommodations from Sick Leave

While undertaking the research related to College values of respect and inclusivity, we could also not locate policies or practices that include denying faculty their rights to short-term disability accommodation requirements. Faculty that return to work from a short-term disability (STD) have been denied this fundamental right. We could not locate in our search where these same College "values" limit faculty to only receive seven weeks of accommodated return. In this grievance, a member, who has an identified disability that requires a temporary reduction in workload, was told that in order to receive the accommodation they would be required to accept a reduction in pay. The member initially filed this for arbitration but subsequently withdrew it because it did not meet the acceptable time limits.

GRV #23: 2018 (Sept)—

Denied Accommodations from Sick Leave and Lockout

The same faculty member from Grievance #22 was then directed by the College to take sick leave due to their AD's concern for the member's 'abilities,' without any medical evidence. The member grieved that their AD and Human Resources (HR) were locking the member out of their position by refusing to meet their accommodation obligations. We investigated, as a union, where the college "values" espouse that, unless you are 100% able-bodied, you cannot as faculty return to work, but could not find that evidence. When a faculty requests accommodation with medical approval, the College denies them that right. The member has filed this grievance for arbitration.

GRV #24: 2018 (Oct)—

Denied Accommodations from Sick Leave and Lockout

The member from GRV #22 and #23 made another attempt to return to work, with a request for accommodations, and was denied yet again, even with updated medical information. The member has filed this grievance to arbitration.

GRV #27: 2018 (Dec)—

Denied Accommodations from Sick Leave and Lockout

After three grievances (#22, #23, and #24), the same faculty member attempted to return to an accommodated workload, with additional medical support. The College not only denied the member's grievance, but asked the member to now go for an Independent Medical Examination (IME). The member has filed this grievance for arbitration.

GRV #1: 2019 (Jan)—

Denied Accommodations from Sick Leave and Lockout

Another faculty member attempted a return to work and was denied. This time the College did go directly to request an IME, even though the faculty's family physician approved the gradual return and accommodation. The member has filed this grievance for arbitration.

GRV #4: 2019 (Jan)—

Denied Accommodations from Sick Leave and Lockout

Throughout 2018 and into 2019, several members were denied their rights to an accommodated workload. The Union filed a policy grievance on the College's claim that members in this situation could only be accommodated for seven weeks; additionally, this grievance covers a controversial "Physician's Form" that the College is requiring members to have filled out for their return to work. The College met with the Union and stated that they would be working towards a resolution. The grievance is currently filed for arbitration in keeping with timelines; however, we hope that, somehow, the College will see the 'value' that all faculty members bring.

"IMMEDIATE MANAGER"

GRV #3: 2018 (Jan)—

Assignment of work after union buyout: Article 3

A faculty member grieved that they were assigned additional workload to "top up" a SWF after a Union-purchased buyout. This has not been our practice at the College. After this grievance was filed and a Workload Monitoring Group (WVG) referral was proposed by the member, the AD removed the additional workload. Once the SWF was properly revised by the AD, the grievance was withdrawn.

GRV #25: 2018 (Oct)—Assigned workload during 11.08

A faculty member grieved that they were improperly assigned work during an 11.08 (non-contact) period and that it should instead be reflected on a SWF. The member's arguments were compelling, and VP Hudson agreed to settle the grievance by assigning the work to a SWF when he realized that the member's AD did violate the CA. Subsequently, the grievance was withdrawn.

**"EXECUTIVE TEAM—TRUST IN THEIR ABILITIES/
TEAMWORK – COLLABORATION"**

GRV #18 and 21: 2018 (Sept)—Sessional FT Rollover: Article 2

A partial-load faculty member, who has also performed academic duties as part of their support staff position, filed a grievance claiming that they have worked more than 12 out of 24 months in a faculty role (known as a "rollover"). The relevant precedent in the Ontario college system comes from a *recent arbitration award at St. Lawrence College*. While other colleges have settled such grievances by hiring the grieving members to full-time positions, Niagara College has refused to do so and the grievance has instead been sent to arbitration.

**GRV #30: 2018 (Dec) and GRV#2: 2019—
Sessional FT Rollover: Article 2**

A partial-load member filed a grievance claiming that they worked more than 12 out of 24 months as a sessional faculty member and, as such, should be "rolled over" into a full-time faculty position. This grievance was denied by the College because the member did not work enough days (a minimum of 15) in each month as is stated in the appendix of our CA. While the member worked as a sessional for 17 of 24 months, that work was compressed into no more than 12 days per month during most months. The grievance was subsequently withdrawn.

**GRV #6, #7, #8, #9, #10, #11 and #12: 2019 (Jan)—
Staffing Grievances: Article 2**

In February of 2018, vp Hudson stated to the Union that he would be hiring full-time faculty to replace faculty who had retired or resigned in addition to some new positions that the College deemed to be necessary; while this happened to some degree, not all full-time positions that should have been posted were. Six positions in Academic and Liberal Studies

(ALS)—four in Liberal Studies and two in Mathematics—and a Librarian position went unfilled, and staffing grievances for those were filed, as a result.

At the grievance meeting, the College denied the need for a Librarian and would "let us know" shortly regarding the six vacant ALS positions—one of which has been vacant for almost three years due to retirement. vp Hudson did concede that enrolment has increased by 1800 students over the past two years, so there may now be a need for some additional positions.

We heard from the College just prior to our publication deadline and our staffing grievances have resulted in the College promising to post the following positions: two in Mathematics, one in Communications, two in Sociology, one in Sociology/Psychology, and one in Community Integration through Co-operative Education (CICE). We will monitor this situation in order to hold the College at their word that these positions will indeed be posted and filled. We will continue to pursue the Librarian position, as a college with almost 11,000 students and two libraries should undoubtedly have at least one librarian.

Further, we are pleased to see vp Hudson's email to faculty of 5 March 2019 which promises 28 full-time faculty positions. With a projected \$10.9 million surplus for 2018-19, in addition to the \$13.9 million surplus from 2017-18, there are no financial impediments in making this commitment. The promise of these positions is a direct result of the moratorium being lifted on Article 2 grievances, due to the stand we took during our strike. The College likely realizes that going to arbitration for these positions is not worth the expense for them, as they would have a very weak case to not hire full-time faculty, especially given their strong financial position. We will, however, continue to grieve for all of these positions and more to hold the College accountable to their promises.

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