



On Stream

Newsletter of the Selkirk College Faculty Association

September 2014

SCFA Fall General Meeting

Thursday, September 25, 2014

3:30--5 p.m., K-10

Followed by the Scope Awards

SCFA Members Support the BCTF: More Solidarity Stories Inside



Ponderings from the President

Duff Sutherland

President SCFA

Your SCFA executive has been busy since last spring's AGM.

We have now signed the last Collective Agreement (April 1, 2012-March 31, 2014) and begun work for the next round. Our bargainer, Victor Villa, will provide an update at the September general meeting. You will also get a chance at the meeting to meet Leah Squance, our FPSE representative, who will be providing her expertise to our bargaining committee.

It is not too late to get involved. Our bargaining group will need lots of help from across the membership. Please contact any executive member if you are interested.

Our federation, FPSE (we are local 10), will soon be starting a publicity campaign to support the provincial bargaining process. The campaign will highlight the achievements of the colleges and teaching universities culminating in a conference next January to mark the 50th anniversary of the founding of the first community college in British Columbia. It will be made clear that the work of college faculty for the past half century has made a significant contribution to the wellbeing of the people and economy of the province. We have a lot to be proud of.

We will be able to send delegates to the conference so let me know if you would like to attend.

The cancellation of the aviation program was a major concern for the executive over the summer. The executive was disappointed that our administration did not follow through with a plan to rebuild the program that has operated successfully since 1968. By the time the college winds up the program next summer, six of our members will have lost work. Many of you know that our members feel very frustrated that the college did not take up their ideas to renew the program. We are sorry to see the loss of the program that was part of the identity of the college and source of great pride to its instructors.

Finally, the executive would like to continue efforts to meet and to hear from you. We will be contacting all new members over the next few weeks. We will also be updating and re-launching the association website on a new off-campus server.

My office is A-38 on the Castlegar campus. I have Friday's for SCFA work and view it as union "office hours." Please come by and see me.

The VP Liaison, Tracy Punchard, teaches on the 10th Street campus on Thursdays. She would be happy to meet with members in her office there.

I hope to see you at the general meeting on September 25th from 3:30-5:00pm in room K10 at the Castlegar campus. The SCOPE award ceremony will follow from 5-7pm in the staff lounge.

BACK TO BARGAINING

Victor Villa

Bargaining Chair

As many of you know, the government mandate of a 5.5% salary increase over five years has led the majority of the public sector unions to settle. For BC Teachers Federation (BCTF), the same 5.5% seems unfair because while the rest of the public sector received wage increases in previous rounds of bargaining, the BCTF had no wage increases. It seems that it is class size and composition that are the most important to the BCTF.

Although how other unions have fared in province is certainly going to influence your local bargaining, there are many issues that may be uniquely ours. For example, we may have leeway in bargaining to deal with workload equity; the government's efforts to increase the proportion of international students in our classrooms may add to our workload and we need a way to be fairly compensated for that extra work. All of the following might be important for bargaining: academic freedom, professional development, online teaching, and so forth.

However, in order for us to represent and protect your interests in bargaining we need to create a bargaining committee and then survey our members. So, if you are interested in serving on the bargaining committee, please talk to me about it.

Currently, Lui Marinelli and Danielle Cossarini have volunteered to serve on this committee; it would be great to have a couple more volunteers.

Your SCFA Executive

President: Duff Sutherland

VP Contract Administration: Lui Marinelli

VP Liaison: Tracy Punchard

VP Negotiations: Victor Villa

Secretary: Elizabeth Lund

Treasurer: Mike Konkin

College Board Observer: Danielle Cossarini

Retirement Issues Officer: David Feldman

Your Standing Committee Representatives

Bargaining: Victor Villa

Contract: Lui Marinelli

Disability: Sally Glock/Mark Spielman

Education Policy: Victor Villa

Human Rights: Mary Ann Morris

Non-Regular: Jonathan Buttle

Pension: Duff Sutherland

Professional Development: Rebecca Jacobson

Status of Women: Robin Higgins

Health & Safety: Robert Macrae

In Solidarity

Tracy Punchard

VP Liaison

Who needs a union? How does a collective agreement protect me?

As the Liberals' disastrous attempt to interfere with class size and composition shows us, educators need a union and unions need each other. Without the support of unions such as the HEU, BCNU and BC Hydro workers, teachers would be starved into returning to unacceptable working conditions.

Although the Liberals are so far holding to their salary mandate of 5.5%, the GEU found a way to help out its community support workers whose wages have been so low as to be considered abusive. When the government offered additional funds to individual sectors to deal with their most pressing issues, the GEU was able to apply four million dollars to "low wage redress"; in other words, the union members as a whole decided to use the fund to bring some wage parity to this specific group of workers.

CUPE workers stand in solidarity with the BCTF and refuse to cross the picket lines. Their situation highlights the important role of collective agreements. In June, CUPE reached an agreement with the province ensuring that for the duration of the teachers' strike, any CUPE employees who were scheduled to work would continue to receive their full wages. But this agreement kicks in only when the local union and the school district have ratified a new collective agreement. No agreement, no pay for now. At this point, about 30 of the 58 union locals in the province have not concluded a deal. Let's hope they can get back to the table soon.

Still not convinced that collective bargaining is worth the time and effort? Consider the recent situation of fellow faculty at Northwest Community College. Faced with budget cuts in 2012, management decided it would be easiest for them to pretty much just lay everyone off regardless of seniority and other provisions outlined in the collective agreement. The majority of the bargaining unit was laid off. Nice, huh. The union grieved, but management stuck to their guns and after an expensive and time-consuming litigation, the arbitrator ruled that in a number of instances the employer's actions towards individual faculty members not only violated their rights under the collective agreement, those employees also suffered material losses. Under the arbitrator's award, those employees were entitled to additional relief. As Cindy Oliver, President of FPSE points out, there was another option: the employer could simply have followed the terms of the collective agreement.

To find out more about what happens during a grievance, read on to Lui's column.

Grievance at a Glance

Lui Marinelli

VP Contract Administration

Grievances are a test of our collective agreement and provide some insight into the thinking of management. Normally in the grievance process, the griever, the VP contract administration (me), and some management representatives know all the details and the SCFA executive knows the basics. . . but that's it. In an effort to provide all members with a bit of a look on the inside of a grievance, I am, with the consent of the involved member, providing a *Reader's Digest* version of the case, always with an eye to maintain member confidentiality.

The case of "If you're sick, you're sick" . . . or are you?

A full-time member was on leave for medical reasons. After some time and consultation with their doctor, it was agreed that the member could return to work, but gradually.

Some background: In the past when a member was off (e.g., broken leg) they did none of their job. When fully healed and able to do the job again, they came back and did all of their job. In recognition of the fact that not all sick leaves are the same, there can be situations where a member can come back earlier but only to a proportion of their job, increasing the amount over an agreed upon time period until they are back to full time. During a previous round of bargaining at the provincial level, it was agreed (letter of understanding 4) to recognize situations of partial disability.

Back to our grievance story. The member provided a doctor's note for a gradual return to work plan, but was refused by their Dean. Management returned with an "all or none" response; the member returns to their full position or stays home. They argued that a gradual return to work, in this case, did not meet their operational needs and/or created undue hardship.

This is an important point. LOU 4 does not give our members a right to a gradual return to work in every case. For example, if a doctor suggests that the member return to work 3.5% each week for 2 weeks and then 6.8% for the last 5 weeks, one could easily imagine how difficult it might be for management to back fill the position under these conditions.

Because the refusal came from the member's direct supervisor, the grievance process started at stage 2. Stage 1 goes to the direct supervisor, stage 2 to the VP Education and Students, and stage 3 to the President. As it's already a NO with the dean, we go directly to stage 2.

After serving the stage 2 grievance and then having some face- to-face discussions with the VP, the employer accepted the grievance and the member was allowed to begin a gradual return to work plan.

In each grievance case, the union identifies the “remedy” to the grievance. If we argue that a member was underpaid, then the remedy is to pay the member the amount owing. Sometimes the remedy is in broader terms like “the member is made whole in every respect”. In this case, the member’s request was to come back to work at 50% at the beginning of the month. The doctor’s note suggested that the member remain on the reduced rate until the end of the next month, so for about two months at 50%. If the gradual return plan was accepted, then the member would have been using their remaining sick leave at a 50% rate and when that ran out, they would be on short-term disability.

Because of the refusal, the member did not come back to work at all and therefore was using their sick days at 100%. Those sick days ran out and because the grievance wasn’t settled until the next month, they were in salary limbo--no more sick days and not yet on short-term disability.

In the end, the member was made whole which in this case meant that the gradual work plan was accepted, they did not lose any salary, and they returned to their full job exactly when the doctor had said they should. This seems like a painful way to get to where you were supposed to be in the first place. From the union perspective, the grievance further clarifies for both the union and management how our collective agreement language should be interpreted when it comes to partial disability and gradual return to work.

**Join the PPWC rally to protest
budget cuts to education**

**Tuesday, September 30, Noon: Selkirk
Gymnasium**

For more information contact Rod Fayant