

LOCAL 653 MEETING – MINUTES

DATE: FRIDAY, OCTOBER 25, 2002

PLACE: HAILEYBURY CAMPUS: BOARD ROOM

ATTENDANCE:

V. Bisson, S. Boaro, R. Mason, R. Michaud, R. Oblin, R. Ryner, L. Shaba, M. Studd, S. Tremblay

REGRETS: O. P. Lamba, D. Nadeau, L. Ring, M. Stransky

1.0 Call to Order

The President called the meeting to order at 3:45 P.M.

2.0 Adoption of the Agenda

MOTION: THAT THE AGENDA BE ADOPTED AS AMENDED

MOVED: R. Mason

SECONDED: V. Bisson

CARRIED

3.0 Minutes of the Previous Meeting (Sept. 20/'02)

MOTION: THAT MINUTES BE ADOPTED AS PRESENTED

MOVED: R. Michaud

SECONDED: R. Oblin

CARRIED

4.0 Business Arising from the Minutes (Sept. 20/'02)

4.1 Doctor's Note/Policy. The College is meeting with its lawyer The College's Policy could be in violation of the Human Rights Code. The requirement of a physical and psychological clearance by the College could be construed as "prying." Further discussion between the Return to Work Committee and the College will take place.

4.2 ERIP. The College has agreed to the principle as agreed at a CESC meeting. Fifty percent of salary and service being the essential criteria. Dates must also be adhered to. ERIP has been agreed to by Local 653 and Admin. Local 654 is still in negotiations.

It seems the College wants to tie ERIP with the disputed Counselor position in Porcupine. The Local wants assures the two are separate issues. The Chief Steward tabled a memo dated 2002-10-18 from the College President. The

memo's gist is ..."faculty member to the Counselor position, on a part time basis..." The Local has serious concerns about this.
The LEC President and Chief Steward asked the LEC for guidance as to how to proceed.

MOTION: THAT THE MEMO DATED 2002-10-18 FROM THE COLLEGE PRESIDENT BE REJECTED.

MOVED: R. Mason
SECONDED: R. Michaud
CARRIED

Discussion ensued. Should the President be invited to a LEC meeting to discuss this issue?

MOTION: THAT THE LEC RECONSIDER A PREVIOUS MOTION TO NOT INVITE THE COLLEGE PRESIDENT TO LEC MEETINGS.

MOVED: R. Mason
SECONDED: R. Ryder
****MOTION DEFEATED****

MOTION: THAT A MEETING WITH THE COLLEGE PRESIDENT BE HELD BEFORE THE NEXT LEC MEETING ON NOV. 29/'02 IN PORCUPINE.

MOVED: R. Oblin
SECONDED: R. Ryder

5.0 Treasurer's Report

The Treasurer tabled the Financial Report dated October 25/'02.
Discussion ensued.

MOTION: THAT THE TREASURER'S FINANCIAL REPORT BE ACCEPTED AS PRESENTED.

MOVED: R. Michaud
SECONDED: V. Bisson
CARRIED

MOTION: THAT THE TREASURER BE GIVEN THE AUTHORITY TO PAY ALL OUTSTANDING CHEQUES PAST AND PRESENT.

MOVED: R. Oblin
SECONDED: R. Ryder
CARRIED

Discussion ensued regarding "Purchase Time". It seems the College is still not clear about Article 8: Union Business. Local 653 is very clear about its calculations. The Treasurer was directed not pay the new invoice received. It will be discussed at the

next UCC meeting.

The LEC directed the Treasurer not to pay a financial request from a non union organization.

6.0 Correspondence

6.1 K. L. Labour Council Minutes/Correspondence acknowledged.

7.0 Reports of Officers:

7.1 President:

The Pre-bargaining handbook is now posted on the Local 653 Web Page
Request setting items from each Campus were given to the Local Pres.

A general membership meeting with official Minutes must take place by
November 13/02 as stipulated by the DIVEX. The purpose of the meeting is to
ensure all members have a voice regarding their next Collective Agreement.

A request setting general membership meeting has been set for Friday, Nov.
08/02 at 3:30 by teleconferencing.

7.2 Board of Governors' Report

The College received \$50,000 for the double cohort.

LEC President's BoG term expires August 31/03. Elections for new members will
take place in April/May.

7.3 Vice-President:

VP will retire December 31/02.

7.4 Chief Steward:

- a. Grievance. This grievance deals with appropriate placement on the grid
calculation for new full time hires. The College is calculating one way, only
counting the highest credential obtained; the Union stipulates the Collective
Agreement is very clear: all credentials must be considered for initial placement.
- b. On the same vein as above, a partial load employee's pay was improperly
assigned. A complaint stage grievance was filed. Management reconsidered its
calculations to the tune of a 37% increase in hourly pay for the partial load
member. Others may follow.
- c. The College refused to give ELIP to an exiting employee. A compromise was
reached. The employee will be able to teach from another college via
teleconferencing, yet be paid by Northern.
- d. If the College insists on medical exams (physical and psychological) for new
hires, the Union will grieve.

8.0 Reports of Committees:

8.1 WMG

A formal complaint was filed by a member. Because the union co-chair could not attend a formal meeting, an informal meeting took place to try and resolve the issue. It seems the meeting was fruitless. A formal WMG meeting will be requested to try and resolve the issue.

8.2 CESC

None

8.3 UCC

- a. Paid vacation vs non-paid vacation issue has been put on hold.
- b. The College wants to establish a “dress code.” Committee. If the objective of this Committee is to address, specifically, what can and cannot be worn, the Local will not participate.
- c. Job Postings are source of dispute. The Collective Agreement is very clear: When there are External and Internal applicants, the College must review all Internal applicants first, then, if no successful Internal candidate is found, the External candidates are considered. Presently, it seems favoritism is what is being used.
- d. Liability for Laptops. The College wants to make Faculty liable for their laptops. According to the Employment Standards Act, employees cannot be held liable for unintentional damage to tools supplied by the employer.
- e. Disability Counselor. A disability counselor hired in K.L. to work in K.L. works part time in K.L. and part time in Haileybury. Other colleges have filed grievances to have this position declared full time.
- f. Local Agreement Computer Apps. 1. Once the provincial Collective Agreement Expires so do all Local Agreements. Therefore there is no local agreement regarding the handling of Computer Apps. 1 course. It seems the College is abusing the existing Local Agreement, which is null and void.
- g. College Policies which should be in existence are sitting on Management’s desk unsigned.

8.4 H&S

The annual All Campus H&S meeting was held in K.L. on Friday, Oct. 04/’02. Union Reps from K.L. and Haileybury gave their Reports. Outstanding issues and key achievements were recognized. The culmination of this meeting will be a Board of Governors’ H&S Report which must be signed off by the two Locals.

8.5 RETURN TO WORK COMMITTEE

The President presented an OPSEU package to the LEC. Future meetings are expected once the Management rep. returns

8.6 IT

No Report

9.0 Unfinished Business:

None

10. New Business:

- 10.1 A small French college, Grand Lacs, closed. The government transferred all the students to a Boreal College campus. However, the employees were not. OPSEU is considering provincial wide seniority lists, rather than college by college.
- 10.2 Human Rights Training. A trainer provided mandatory Human Rights training to all College employees. It seems some of the scenarios portrayed spoke of some non fictitious, familiar characters. It was asked if the Human Rights speaker could come and advocate on behalf of the Local. The LEC President stated a more appropriate OPSEU Human Rights person will be contacted.

11. Adjournment : The meeting adjourned at 6:30 P.M.

MOVED: R.Oblin

Oct 25/02

