

## Return-to-Work Grievances *by Ted Montgomery*

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The colleges have delayed resolution of these grievances by raising various preliminary objections. Those familiar with the grievance process won't be surprised by this. These matters have been heard over the course of 2007 at a series of hearings in Toronto. There are about 1200 claims for compensation.

The colleges' original objection was that all of the claims were improperly filed. That objection was dismissed by the board which has been struck specifically to hear these claims. The board is chaired by Mr. Owen Shime. The union nominee is Mr. Jim Hayes. The management nominee is Ms Ann Burke.

The colleges next amended their position, reframing the further objections as "clarifications." Essentially, the colleges sought to have the Board narrow the claims to only those where the faculty member was claiming that the weekly or the annual teaching contact hour limits had been exceeded. The Board wanted to hear some evidence from grievors before addressing that matter. The union proceeded with a limited number of grievors (seven) over four days of hearings in the fall and winter, to establish both the variety as well as the legitimacy of the claims. The Board advised that it was satisfied that it had enough evidence to proceed to the parties' arguments regarding the colleges' desire to greatly narrow the scope of the board's jurisdiction.

In a nutshell, the colleges are claiming that all faculty work—other than assigned teaching contact hours—is movable and that weekly limits are "notional." Accordingly, they argue that even if a teacher works 80 or 120 hours a week for the rest of the term, post-strike, that does not merit any payment for completing the courses. The union takes the position that the colleges reduced salary by the 3 weeks of strike, so they have to expect 3 weeks less work. To the extent that they require a full year's work—the semester completion strategies—the colleges have to pay for any such make-up work. Also, any additional work generated by having to amend courses or take on added duties is compensable. This was the model used by arbitrators in previous post-strike circumstances. The colleges are this time attempting to get the full year's work—or as close to it as they can—but not compensate faculty for making up work lost. The union has said faculty were quite prepared to make up the work, but are entitled to be paid for that work.

**ASK** THE CHIEF STEWARD

**Question?** Under what circumstances should I check off the middle box at the bottom of my SWF? *Ticked Off*

**Answer!** *The SWF is a document that should contain all aspects of the teaching assignment, and all attributed time for preparation and evaluation and feedback. It also provides 4 hours per week for out-of-class assistance to students and two hours a week for routine administrative tasks. It should also include sufficient time for all complementary functions. You would not sign any other contract that was vague, inaccurate or unreasonable.*

*Here are the Top Ten Reasons to check off the middle box and forward your Standard Workload Form (SWF) to the College Workload Monitoring Group (CWMG)/Workload Resolution Arbitrator (WRA).*

**1** *When the number of assigned teaching hours is just plain wrong.* You are responsible for preparing for, evaluating and teaching a 4 hr/wk course but are only assigned to actually teach 3 hrs/wk. Since all preparation time and evaluation time is calculated using a factor and multiplying by the number of assigned teaching hours, your time would automatically be under-credited by 25%. In some circumstances a course is assigned in multiple hour blocks in situations where breaks are not possible. In those situations, the timetable should reflect the reality that the scheduled time is to be divided by an hour equal to 50 minutes.

**2** *When the preparation factors are incorrect (11.01D).* The course content may have undergone substantial revision, or updated technology may require that the existing lesson plan preparation needs to be redone in a manner similar to that required of a course that you have never taught before. The time required to develop new courses is not accounted for in the “new” preparation factor but is covered under Article 11.01D3(ix).

**3** *When the evaluation factor is incorrect (11.01E).* There are three distinct evaluation factors: in process, routine assisted and essay/project. In addition, there is a combined factor that prorates the type of evaluation factor according to the type of evaluation used in arriving at the final grade. If you are directed to perform additional marking of a lower factor, then you should object, as you will be performing additional work for less credit. While managements’ rights under Article 6 are fairly extensive, they must adhere to the collective agreement and are subject to arbitration in this matter.

**4** *When the factors for preparation and evaluation are correct but the time recorded is insufficient.* There are two columns on the SWF for additional attributed time, one for preparation and one for evaluation and feedback. There are circumstances where additional time is warranted. Some courses and labs require special preparation, and some students require additional feedback. In addition, the college has in the past promised students rewrites well beyond the course duration.

**5** *When the time required for coordinating duties is inaccurate.* While all coordinators receive either a one or two step increase on the pay scale, this compensation is only for accepting the additional responsibility of the position. The actual work is a complementary function and must be credited on an hour for hour basis. It is recognized that coordinating duties may be unevenly distributed throughout the term, but the average weekly time allocated should be accurate.

**6** *When the time allocated for meetings is either inaccurate or differs from your immediate coworkers.* Time allocated for meetings is entirely at the discretion of the supervisor, but it must accurately reflect the time actually spent in meetings and it must be uniform for all members of a department. If you know that the time attributed for meetings is wrong, based on continued practices, then forward your SWF on to the

CWMG. Past resolutions have resulted in accurate record keeping and additional post term compensation.

**7** *When you have been assigned work in excess of the maximum workload limit of 44 hrs/wk or teaching hours limits of either 18 hrs/wk for post secondary or 20 hrs/wk for those teachers teaching no post secondary students.* While the college may assign overtime, the reasonability to accept the extra work lies with the faculty member.

**8** *When the time allocated to complete complementary functions and meet specific outcomes is insufficient.* In the absence of any particular outcome, the direction is only to devote an amount of time to the task. Once an outcome is specified, then the amount of time is open to dispute.

**9** *When the amount of time allocated over-all is insufficient to meet the course outcomes or the expectations of the college.* It is imperative that you register your disagreement in advance of the assignment and send the issue forward to arbitration. By not objecting, you are agreeing with the colleges demands and are setting yourself up for possible future disciplinary action. Unreasonable expectations must be challenged by referring your workload to the CWMG or WRA if necessary.

**10** *If your supervisor does not meet with you and discuss the proposed assignment at least 6 weeks before the start of the assignment exclusive of vacations and holidays.* If the discussion does not happen or

Top Ten *cont'd* page 3

We want you to

**ASK** the 

**Chief Steward**

Questions can be submitted to the VoLo Editor at [opseu556@gmail.com](mailto:opseu556@gmail.com)  
 The Vocal Local will endeavour to answer all your questions here, space permitting.

# Positively Fabulous!

JP Hornick

If you haven't yet been to a Positive Space workshop, you're missing out—and so are your students.

For those of you who may still not be in the know, the Positive Space (PS) campaign is—according to campaign coordinator, Vivek Shraya—about “creating a college community that is free of discrimination and harassment based on gender and sexual identity.” What it does on the ground, however, goes much deeper than that. The campaign indicates to LGBTQ members of our GBC community that we are not just tolerated here, but welcomed and celebrated for our contributions. It's also an excellent example of what can be accomplished when a few people with a good idea are given the support they need to make it happen.

To date, the Positive Space team—Maureen Hynes, Marilyn McLean, Kathryn Payne, and Vivek Shraya (along with a group of volunteer trainers)—has presented over 22 workshops to 260 staff and faculty. In addition, they've held several events and brought in speakers on topics ranging from globalization to mental health to developing inclusive curriculum, and have trained a slew of resource students, staff, and faculty. These folks display the Positive Space Logo at the entrance of their work area, indicating that they are queer-positive and able to provide information and referrals.

The campaign was launched at the President's Breakfast in August 2006 with much fanfare, and the official launch at St. James campus featured renowned playwright, Trey Anthony (Da Kink in My Hair) as the keynote speaker.

So why does George Brown, a progressive downtown campus, need a positive space campaign? Despite our reputation, homophobia and transphobia are still part of the

day to day lives of LGBTQ students, staff, faculty and administration. For example, according to a recent study published in The Toronto Star, lesbians, gays and bisexuals are at a higher risk of violence than heterosexuals, and other studies have indicated higher high school drop out rates, as well as higher suicide rates among LGBTQ youth. Combine this with the fact that over 90% of students have been the target of homophobic insults by the time they hit Grade 8, and you have a recipe for students at risk.

The good news is that you can change this. Learning to address our own myths and stereotypes is the first step, but the PS workshops take you farther.

According to PS team member Kathryn Payne, “All workshop participants become familiar with queer issues and how to act as an ally to the queer community. At the end of the session, those who feel comfortable can register for a Positive Space Ribbon to display in their work space.” She adds, “Participants are not expected to provide counselling but, rather, general support and referrals to local resources.”

Interested? Sign up for a Positive Space Training Session through [http://www.georgebrown.ca/staffdevelopment/w\\_positive\\_space.aspx](http://www.georgebrown.ca/staffdevelopment/w_positive_space.aspx)

Not only is it easy, but you just might learn something. ▼



# Health & Safety Issues at GBC

by Richard Gruchalla

After drinking water quality concerns surfaced in the City of Toronto, an extensive testing program was initiated at all campuses of GBC under the recommendation of your Joint Health & Safety Committees. The independent environmental consulting company T. Harris Environmental Management Inc. was employed and their results are in.

To quote the Manager of Occupational Health & Safety at GBC, Mr. Chris Kane: “We purchased the Cadillac of drinking water analyses and drinking water quality at all campuses passed with flying colours.”

So drinks are on me, and you may want to reconsider purchasing that bottled water and investing that money on an environmentally friendly refillable bottle. ▼

**Top Ten** *cont'd from page 2*

the SWF is late you should forward your SWF to the CWMG. A late SWF reduces the amount of time you have available to prepare in advance and compensation is fairly routine. In addition if your SWF is revised you are entitled to additional compensation or in some cases the revision is not allowed. ▼

**Annual General Membership Meeting**  
**Thursday May 15th**  
**4 pm - 6 pm**  
**St. James Campus Room 426A**

*To be followed by a social get together at Betty's*



# The Truth About “Higher” Education?

by Richard Gruchalla

For months now both students and visitors have been smoking up in full view of passersby while on College property. Drug transactions occur openly at street level or in nearby parking lots. As I enter the campus, I regularly hear students joke about the absurd situation and wonder: why hasn't the College acted to curtail this illegal and dangerous activity?

Pot smoking and drug dealing are currently illegal in Canada. The openness of these acts on College property tarnishes our image as a reputable institution of higher learning. Indeed, the College has strict rules about these behaviours in their own Code of Conduct and yet, by not enforcing them, seems to condone them.

When I have approached security guards about the situation, they have simply laughed and relayed their helplessness, “*Our position only allows us to act as a deterrent.*” They know about the smoking up and dealing and are well aware of where and by whom this illegal activity is being perpetrated. “*These people don't even realize that they're in full view of our video cameras...we've got tons of footage of them.*”

Equally, if not more important, however, are the ethical and legal implications should a student who is stoned suffer or cause an injury while working in some lab or on a construction related activity. No matter how one feels about the legal issues, there's not a teacher here who wants to risk the safety of their students or themselves. Working with tools, machinery, or chemicals while impaired is—very simply—a health and safety issue.

So what can or should be done? This situation has been raised at Joint Health and Safety Committee meetings and continues to be an ongoing agenda item. The committees' obvious concern is over the health and safety of our students and those staff that interact with an impaired individual.

Strategies to stop this activity, though, are remarkably limited:

*“We're considering following the Ryerson model and hiring our own students to enforce the new City of Toronto smoking by-law and have them ask all smokers to kindly leave College property.”*

I can see several problems here, not the least of which is that this isn't about the smoking by-law, and might prove dangerous to the student ambassadors.

How about hiring uniformed off duty police officers as a deterrent?

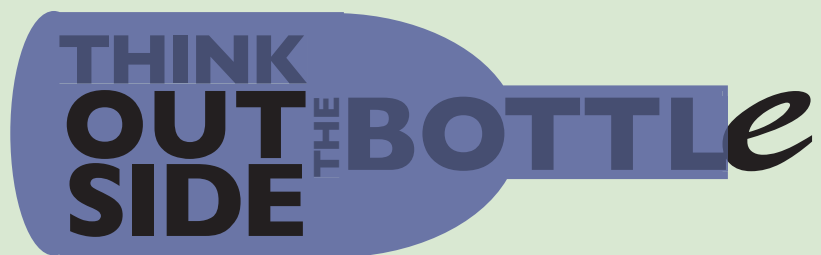
*“We don't want to convey the wrong message by having a uniformed presence on campus.”*

Sure, but what kind of a message are we presently sending by allowing this activity to continue for so long? With each new President, VP or Dean the College seems quick to act and spend a tremendous amount of money and intellectual energy to reinvent itself and create a new and more marketable image. However, when something as obviously destructive to our reputation as illegal drug

“Higher” Education *cont'd page 5*

## THE GREEN CORNER

THE GREEN



***The bottled water available at every meeting and GBC function costs a lot more than you might think.***

The impacts of bottled water on the environment and municipal waste are staggering. Producing bottles to meet North Americans' demand for bottled water required the equivalent of 17 million barrels of oil last year – enough fuel for more than 1 million cars for a year—and generated more than 2.5 million tons of carbon dioxide.

Each year more than 4 billion pounds of PET (polyethylene terephthalate) plastic bottles end up in landfills or as roadside litter. The manufacture of PET bottles also results in substantial amounts of toxic chemicals being released into the air and water supply—not to mention the carcinogens that leach directly into the water you're drinking from that bottle. Despite what Coke (Dasani), Pepsi (Aquafina) and Nestlé (Poland Spring, Deer Park and more) would lead you to believe, the bottled water industry is far less regulated than our own municipal water system.

It's time to join campuses and municipalities across North America and buck the bottle. Give up your bottled water—invest in a simple, refillable stainless steel model that you can fill up at any tap or drinking fountain. Heck, ask the President to provide one with the new GBC logo as the takeaway at the next breakfast—it's even cheaper than a new box of business cards. Then, contact the GBC Green Team co-chairs Nancy Sherman and Eugene Harrigan and ask what we're doing about bottled water on our campuses.

For more information about what you can do to help make access to clean, safe, publicly accessible drinking water a human right, and to learn more about bottled water, check out:

<http://canadians.org/WorldWaterDay/issues.html>

<http://www.righttowater.ca/>

<http://www.stopcorporateabuse.org/cms/page1375.cfm>

**Return-to-Work** *cont'd from page 1*

The Return-to-Work Protocol was signed by the parties as part of the strike settlement in March 2006. The language of that protocol was adopted at management's suggestion from the language drafted by the arbitrator, Martin Teplitsky, following the 1989 strike. Now, management is asserting in these hearings that the same basic language means something very different than it did in 1989.

If the colleges' view were to be upheld by the Board, the colleges would be able, in the future, to lock out employees for whatever period they felt appropriate, not pay them for that period, and then demand that the full year's work had to be completed once the lockout was over.

The hearing to present arguments on these so-called clarifications was held on March 20th. Our evidence went in very well based on the testimony of our excellent witnesses. We are in a good position, and the delaying tactics of the colleges, the preference to litigate rather than deal with the substantive claims, is frustrating to all of us. I am sure this must be annoying to the members with outstanding claims. The union is doing its best to move this process along as expeditiously as we can. ▼

**"Higher" Education** *cont'd from page 4*

activity openly surfaces on all campuses our administrators drag their heels.

Over my 26 years at this college I've seen many of these administrators come and go. However, I believe that the one constant and unifying presence, the guardians of GBC's academic integrity and leadership, have been our faculty. We're the ones who are truly responsible for providing quality education and maintaining the reputation of our lifelong work environment. For this reason I'm asking you to e-mail me with your observations, comments and/or suggestions regarding this issue at: [gruchal@georgebrown.ca](mailto:gruchal@georgebrown.ca) ▼

# Shameful Namesake

**George Brown—November 29 1818 - May 9 1880** *by Damian Wiechula*

George Brown was the editor and owner of *the Globe* newspaper, precursor to *the Globe and Mail*. He was also a founding member of the Liberal Party, and a "father of confederation" who championed many progressive causes. But he was also stridently anti-union, and when faced with a strike by the Toronto Typographical union at his paper, *the Globe*, he made extensive use of scabs to permanently replace strikers and had the union strike organizing committee arrested and charged with criminal conspiracy.

Prior to 1872 most workers worked 10 or 12 hours a day, six days a week. There was a movement to fight for the nine-hour day that had originated in England but had chapters in almost all Ontario towns from Sarnia to Perth and into Quebec and the Maritimes. Demonstrations were held in Hamilton, Toronto and many other smaller communities in March of 1872. The movement was spearheaded by a strike of the Typographers' union at *the Globe* newspaper who went out on strike to demand the nine-hour day. They were backed by the greater labour movement and by the Typographers at most of the other Toronto papers. The employers led by George Brown dug deep into the legal annals until they came up with a law which jeopardized the very structure of organized labour. This law, the Combination Act of Great Britain of 1800, had been used successfully against unions before. Although succeeding British statutes had revised the act and recognized the legal status of unions, Canadian law still observed its original provisions.

George Brown then had the 24 members of the strike organizing committee arrested and charged with criminal conspiracy. In addition he ran daily ads in *the Globe* advertising for scabs to take over the jobs of the strikers. On April 15th there was a huge rally of support for the strike committee that was attended by 10,000 workers. This was an amazing turnout as the population of Toronto at that time was only 107,000!

There is a plaque just southeast of Queens Park commemorating the demonstration. It reads:

## *The printer's strike of 1872*

*The nine-hour movement of 1872 was a broad labour effort to achieve a shorter work day through concerted strike action. The printers of the Toronto Typographical union went on strike for a nine-hour day in late March. On April 15, they paraded with union supporters to Queen's Park. Near here, a crowd 10,000 strong rallied in their support. Employers, led by Liberal George Brown of the "Globe," had strike leaders charged with criminal conspiracy. Seeking workers' support, Prime Minister John A. Macdonald passed the Trade Union Act which established the legality of labour organizations. Although certain restrictions remained on union activity, the strike won the TTU a nine-hour day and significantly altered relations between workers, employers and the government.*

While most workers gained the right to unionize 135 years ago, our non-full time teachers will have only gained that right this year. Even 135 years later some habits die slowly and some organizations have to be pushed into the 21st century.

There are so many other truly inspirational Canadians that our college could have been named after that it seems a shame that the name of a man so opposed to the rights of workers and the right to collective bargaining would be chosen for an institution dedicated to training the workers who will keep the engine of our economy going and who would benefit from membership in a union. ▼

# The Whitaker Report

by Ted Montgomery, CAAT Academic 2006 Negotiating Team Chair

The Whitaker Report correctly notes that part-time and sessional workers in the colleges should not be barred from organizing. That's good. However, on matters of even greater interest and importance to the existing academic bargaining unit, the report is seriously flawed. The Report's perspective on the college system is frequently out-of-date and out-of-touch with the facts. The recommendations rely very heavily on the observations and opinions of the Gandz Report, a study done more than 20 years ago. Gandz did study the college system, but much has changed in twenty years. The Whitaker Report, on the other hand, is not based on a study or research into the bargaining relationship other than in the most cursory and superficial way. This is not to criticize Mr. Whitaker or his staff. They were seriously—and I would argue ultimately fatally—under-resourced. Mr. Whitaker asked for and received briefs from interested parties. But the submission of opinion briefs from interested parties is just that, opinions, wish lists, agendas. The College Student Association asked for a complete ban on strikes. The Colleges asked for the unilateral right to create and designate new job classifications. OPSEU too promoted its positions, its agenda. All of this leads to balancing—or efforts to balance—competing interests. It does not lead, in the way that research would, to recommendations based on data rather than opinion.

Taken as a body, Mr. Whitaker's recommendations are shaped so as to have the structure of college negotiations more closely resemble the common practices of negotiations governed by the Ontario Labour Relations Act. Indeed, it is clear that this was an objective of the Report—to remove those features of the Colleges Collective Bargaining Act which distinguish it from other bargaining regimes. Why? Ostensibly, and the

Report so argues, this will force the parties to bargain more productively to achieve settlements. The pressure to reach these settlements, according to the Whitaker Report is the threat of the “damage” that could be done by a strike or a lockout.

Let's look at some of the data. There have been four strikes in the college system since its inception in 1967—three by faculty and one by support staff. In over 40 years of negotiations with both bargaining units, that's three work stoppages only. [There was a one-day protest walkout in the mid 1970s]

Of those academic strikes: one was ended by back-to-work legislation, 1984; a second ended with the notice of impending back-to-work legislation, 1989; and the third by the agreement of the parties to put all remaining differences to binding arbitration, 2006. No strike lasted as long as four weeks, and the students in every case were able to complete their courses of study. There have been fourteen academic and as many support staff agreements, the overwhelming majority of which were settled by the parties without a work stoppage, work-to-rule, or disruption of any sort.

Using this as an objective measure, and by any reasonable labour standards, this is not a system that is broken. Indeed, both parties have demonstrated an ability to use the existing collective bargaining act successfully. The Whitaker Report recommendations, if implemented, would make collective bargaining far less, rather than more harmonious, satisfactory, or productive.

In traditional industrial, and even service-sector negotiations, Mr. Whitaker's general observation is quite right. The threat of damage to the corporation's bottom line when products are no longer being churned out can strongly influence the corporation to settle. Similarly, the damage of lost wages

can certainly influence the union members' actions. However, in the college sector, while there is some damage done by a strike or lockout to the colleges and some to the faculty, the much greater damage potential is to neither of those parties. It is to the students.

It is for that very reason that a strike or lockout in the colleges is a matter that quickly finds itself on the government agenda. It is not the pressure on the employer of lost profits or the pressure on employees of lost wages that brings an end to a strike in the colleges. It is the pressure on both of them and on the government of damage to the students' year of study. That is the irrefutable reality.

The Whitaker recommendations do not take the government out of the bargaining. They, in fact, increase the likelihood of eventual government intervention.

Here is one example. The current Act requires that any strike or any lockout, whether academic or support staff, has to be province-wide. Every college is out. All students are affected. The likelihood that the government would allow an entire cohort of college students to lose a full year is unrealistically remote. This was why the provincial government ordered faculty back-to-work in 1984. And, just as it was in 1984, any future back-to-work legislation would be an unwelcome intervention that leaves both parties dissatisfied and causes problems to fester. And, significantly, the threat of such legislation in 1989 ended the strike that year. In 2006, there was an ever-increasing involvement of the government and of the Ontario Labour Relations Board in advancing a resolution. Back-to-work legislation was not necessary and the students did not lose their year.

The Report recommends changing the “one-out-all-out” provision and to allow lockouts or strikes at some colleges rather than system-wide. The Report asserts that the union should have the ability to engage in rotating

*Whitaker cont'd page 7*



Whitaker *cont'd from page 6*

strikes. The union certainly did not ask for that ability. However, the possibility of lockouts at one or some colleges is a feature that might well be attractive to management. It would decrease the potential damage to all students but greatly increase the potential for damage to those at the particular college that is struck or locked out. In other bargaining regimes, this has been a tool used to try to divide and eventually break the union. It would reduce the pressure on the government to end a strike or lockout simply because fewer constituents would be calling for such action. What would happen is that fewer students would have their year disrupted and have to engage in “semester completion strategies.” But some students, those at the colleges where classes are halted, would be far more likely to lose that year of study, as there would be less pressure on the government to intervene with the parties. The college could tolerate the damage of say a three-month rather than a three-week strike. The employees could tolerate it too as the union would be able to pour far more financial and support resources into a much smaller strike or lockout. But the students could not tolerate the damage of a three-month strike. It would cost them twelve months or perhaps their entire post-secondary career.

The Report acknowledges and supports the value and importance of centralized bargaining if there is to be a college system, yet the Report undermines that bargaining by recommending the removal of the “one-out-all-out” requirement. [Section 59 (2)] This removal would have the effect of differentiating the experience and thereby the value of college education in Ontario among the various colleges. We do not need increased competition for students and for teachers. If the provincial government truly wants a seamless college system, it will not implement this recommendation.

A further feature of removing Section 59(2) would be that some faculty could continue

to work and be paid during a strike or lockout which cannot happen under the existing provisions—another aspect of “one-out-all-out.” On the surface, opposing this, as the union does, might seem like just trying to make any strike stronger and more effective. It does have that effect but that is not the most important aspect. Setting aside the deep workplace bitterness and animosities that often result from situations where some faculty would work and others not, consider the impact on students. Some courses would continue while others would cease. This is not like a factory where the production line just runs slower, with fewer workers, or a service industry where the service is not as efficient or wait times increase. The college system is unique because of the teaching/learning structure. You cannot jam classes together. Many courses are inter-related. Subject area teaching expertise in most courses is not so broad-based as in a secondary or elementary school. Imagine the chaos when classes resume. And remember that the workload provisions would still apply to the teachers who had not been in class. Imagine the environment for students with some classes perhaps continuing while most are cancelled. It is a recipe for disaster. In some courses, where safety concerns are an issue, that disaster could be tragic.

The Whitaker Report recommends deleting the College Relations Commission (CRC) from the Act. That body has the responsibility to advise the government when the students’ academic year is in jeopardy as the result of a strike or lockout. [Section 56 (1) (h)]. Deleting such a responsibility does not make a settlement of negotiations more likely. It only has an impact on students. It only leaves the government with less information upon which to make an informed decision. It does not remove the prospect of back-to-work legislation. It may or may not keep the students out longer, depending on the mood of the government. Killing the CRC and remov-

ing this function certainly would not influence the parties at the table to be any more inclined to make a deal that one or both is not satisfied with.

The Report also encourages the government to amend the Act allowing the term of any Collective Agreement to be any period the parties may want. Contrarily, the Education Act which governs all secondary and elementary school negotiations, in Section 277.11-1(b), requires that all contracts must begin on September 1 and end one or more full years from that date.

Currently, when a collective agreement expires, the terms and conditions of that agreement continue until the union and the colleges agree to a renewal or to a revised collective agreement. The Whitaker Report recommends that when a collective agreement expires, the employer be entitled to unilaterally impose whatever terms and conditions of employment they chose. Putting these two proposals together, the colleges would be able to bargain for a contract that ends in December, then unilaterally change working terms of employment for the January term. Faculty members would be invited to return but under new terms and conditions. Not to return would be insubordination and grounds for dismissal. The only way the faculty would have to stop this practice would be to go on strike. That requires the contract rejection and strike votes, which take time. Effectively, the Report’s recommendations would place the timing of any work stoppage in the hands of the employer not the faculty. The position taken by the colleges in the recent return-to-work arbitrations was this. They can not pay faculty during a strike or lockout but can demand that the lost work must be completed nevertheless without any compensation for it. Thus, the Report proposals which at first blush may appear innocuous become most very disturbing.

You can see how this would do damage alright—damage to the entire college system.

Whitaker *cont'd page 8*

# Workload Task Force

by Ted Montgomery

At last, I can report that a chair for the Task Force has been selected. It is Mr. Wes Rayner, an Ontario Arbitrator. OPSEU and the Council each originally submitted a candidate to Arbitrator William Kaplan to select, as was set out in his award and the Letter of Understanding. The colleges first submitted the name of an individual who is currently the president of a college in New Jersey and who had previously held university administrative and legal counsel posts in Ontario. The Union then submitted the name of a person who is currently engaged in a study of university faculty workloads across Canada for the CAUT as an officer of that organization. He was previously the representative of the American Association of University Teachers on their standing committee on Community Colleges.

Mr. Kaplan wrote on Feb 4th:

*While both XX and YY are clearly distinguished individuals, I cannot, in fairness, choose either one because, in my view, the choice of a CAUT employee to be head of this study would not be acceptable to the Colleges, while the choice of a full-time university president with a long background in university management, would not be acceptable to the union. The Taskforce requires a chair who is independent of both management and union interests and who would reasonably be seen as such by the parties and the community. In these circumstances, I simply cannot choose as between the two individuals who have been proposed.*

Mr. Kaplan arranged a conference call for February 25th to discuss how to proceed.

In the interim, on behalf of the union, I contacted the Council representative to discuss a way of proceeding that might find more likelihood of success. We agreed to each submit a list of names from which Mr. Kaplan could make a choice, and that we

would discuss those names first to see if we might find a mutually acceptable candidate. We were not able to find such a candidate but did submit names to Mr. Kaplan. This time, he has selected and the parties have now contacted Mr. Rayner to ascertain the next steps for the Task Force.

OPSEU will appoint an individual with a very strong research background as our nominee to the Task Force.

There is little more to add at this point. We are ready to proceed. The work of the previous workload Task Force will, of course, be available to the revised Task Force. ▼

# Pilot Projects

by Ted Montgomery

There are 20 pilot projects now running, with about 60 faculty involved. That is less than 1% of the faculty eligible to take part across the province. There are pilot projects at seven colleges. No reports from participants or managers have been received as yet. No pilots may run for more than 12 months. Pilots using the departmental model - as 16 of the 20 projects do - also must run for no less than 12 months.

During negotiations in 2005 and 2006, the colleges asserted that management had an absolute necessity for more flexible workload assignment mechanisms and that many faculty members were eager to accept and endorse such changes. The level of involvement in the projects is probably the most significant fact, regardless of what further information these few projects might provide.

Daniel Bouchard, a bargaining team member from College Boreal, has replaced Peter McKeracher, who was leading for the union side on the Pilot Project Steering Committee. We will begin receiving reports this spring. The Leger Corporation has been engaged to survey the employees and students involved. Costs for this service are paid for by the Council. ▼

Whitaker *cont'd from page 7*

A cookie-cutter approach is not the right way to update the Colleges Collective Bargaining Act. There are bargaining realities that are unique to the Ontario College system. There is a bargaining history that ought not to be ignored, misunderstood, or misrepresented. In this, an "if-it-ain't-broke-don't-fix-it" approach is not just a cliché but the prudent course of action. There is much wrong with the colleges. The bargaining regime is the least of the problems.

The first steps of the part-time organizing drive will be over this spring sometime. OPSEU will be vigorously opposing any plans the government might have to amend the Colleges Collective Bargaining Act by implementing the recommendations of the Whitaker Report, with respect to changing the bargaining regulations and procedures for the existing bargaining units. I encourage each of you to read the Report which can be found at: <http://www.edu.gov.on.ca/ccba/CollegesReportFeb08.pdf>. ▼



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