



THE OFFICIAL VOICE OF
OPSEU LOCAL 556 • GBC
GEORGE BROWN COLLEGE FACULTY,
COUNSELLORS AND LIBRARIANS

NOVEMBER 2012

VOLUME 6—ISSUE 1

PRESIDENT’S MESSAGE

ARTICLE 11.08

Article 11.08, is quite possibly the most misunderstood /misinterpreted article in our Collective Agreement, and I believe the reason for that has to do with the fact that work under this article is not assigned, but rather, it is initiated. I think you would all agree with me that if we are paid to do work here at the College, then that work must be done. Having said that, I would like to point out that the actual teaching portion of our work, in most cases, is only about 1/3 of our responsibilities and those responsibilities should be reflected and accounted for on the Standard Workload Form that is issued to you by the chair after the appropriate consultation. Complementary functions that can be recorded on the SWF include the time required for departmental meetings, time that is required for special projects that the chair may want you to work on, time allotted to discharge coordinator responsibilities, etc. Now, let’s bring focus to Article 11.08:

As I mentioned earlier, the misinterpretation from this article stems from the fact that this work is not assigned, but rather it is initiated. The Local’s interpretation of the initiation of work under this article is a faculty’s responsibility. Article 11.08 clearly defines the parameters and scope of that work. The work is complementary in nature and must adhere to:

- A.) Commitment to our Profession
- B.) Quality of Education
- C.) Professional Development

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Green Corner

Faculty's failure to articulate and participate in activities envisioned by the above criteria may very well prompt the College to require us to participate in various activities of their choice, that are listed in the class definition of a 'Professor' (page 143) and meet the above criteria. When we are asked to do this work, our participation cannot be unreasonably withheld. It is reasonable however to deny participation when we are undertaking work which falls within the criteria mentioned above. The most often asked question we receive at the Local office is: ***"the department has scheduled meetings during inter-session week ----am I required to attend?"***

The answer to this question is two-fold:

No, if you have scheduled work contemplated by article 11.08

And

Yes, if you do not have any activities planned for that period.

Having given you the answer based on the Local's interpretation of the Collective Agreement, there are further steps that as faculty we should take. First and foremost, we should inform the chair that we will not be attending and give the Chair the rationale (if asked) as to why not. The other aspect of the Collective Agreement envisioned process of Article 11.08, is that during SWF discussions with your chair all of the work to be done during the academic year should be discussed at that meeting and that includes activities of professional development. So, it should not be a surprise to the Chair, when he or she receives a memo declining the attendance.

ARTICLE 11.08 CLEARLY SETS OUT THE PARAMETERS AND SCOPE OF THAT WORK AND THAT WORK IS COMPLEMENTARY IN NATURE:

A.) Commitment to our Profession

B.) Quality of Education

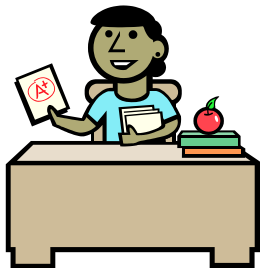
C.) Professional Development

The last paragraph of Article 11.08 makes reference to where this work is to be done. The faculty member has the discretion as to where, when and how we do the work, with the provision that the College's established deadlines are met.

"ARTICLE 11.08: IN KEEPING WITH THE PROFESSIONAL RESPONSIBILITY OF THE TEACHER, NON-TEACHING PERIODS ARE USED FOR ACTIVITIES INITIATED BY THE TEACHER AND BY THE COLLEGE AS PART OF THE PARTIES' MUTUAL COMMITMENT TO PROFESSIONALISM, THE QUALITY OF EDUCATION AND PROFESSIONAL DEVELOPMENT.

SUCH ACTIVITIES WILL BE UNDERTAKEN BY MUTUAL CONSENT AND AGREEMENT WILL NOT BE UNREASONABLY WITHHELD.

NO SWF WILL BE ISSUED BUT SUCH ACTIVITIES MAY BE DOCUMENTED. WHERE MUTUALLY AGREED, ACTIVITIES CAN BE APPROPRIATELY PERFORMED OUTSIDE THE COLLEGE, SCHEDULING SHALL BE AT THE DISCRETION OF THE TEACHER, SUBJECT TO THE REQUIREMENT TO MEET APPROPRIATE DEADLINES."



SICK ≠ CANCELLED

The **Substitute Teacher** has long been a favourite of TV sitcoms and PG 13 movies. Many a guffaw has been had over unsuspecting teachers called in to replace the regular educator. Spit-balls fly across the room, the class list ends up with names like *I.P. Daley* on it, and the hapless substitute wonders if three o'clock will ever come. However, substitute teachers are not part of our college system; we don't have a roster of pinch hitters to fill in when someone is sick. Instead, when a faculty member is ill, the class is cancelled. And therein lies the rub: **The Cancellation**.

Much could be said about the effects of forfeited classes, not the least of which is how to make up for lost time, but that's another article... The point here has to do with the act of cancelling the class in the first place. If a faculty member is sick, that should mean nothing more than that particular professor cannot teach that day's classes. Calling in sick should not essentially translate into a class not being offered.

The decision not to offer *that class on that day* is a decision that should be made by management, not faculty. In other educational systems, the class would proceed as scheduled, albeit with a substitute teacher.

As faculty, we do not make schedules or determine timetables; those are management functions. Our primary responsibility is to teach. It's a slippery slope if we are seen to have, or if we assume we have the power or discretion to offer or not offer a class. (Stretch that thought out for a minute and see where it takes you... especially from 3:00 until 6:00 on Friday.)

The *Office of the Registrar* has outlined the procedure for faculty calling in sick (see S. Collette, July 09, 2012). The six-page instructions outline how to cancel a class, and how to notify students of the cancellation via Stu-View, or by email. It seems clear from the policy that illness equates to cancellation, and this shouldn't be the case.

Nor does it have to be. While not particularly common, calling in a pinch hitter is not unheard of at the college. Earlier this year, for example, I was called for jury duty. Contract staff covered my classes during my absence. There was no panic to squeeze all the material into fewer classes, no one showed up for a class that wasn't being offered. Granted that jury duty was not as unexpected as illness might be, the point remains: A faculty member's absence does not have to mean that a class will not be held, and making the decision to cancel a class should be left up to management.

OVERVIEW OF OUR NOT-SO-NEW COLLECTIVE AGREEMENT

Bargaining for the college system concluded on Friday, October 26 when the members of the bargaining teams for both OPSEU and College Council signed the new collective agreement. The new agreement will run from September 1, 2012-August 31, 2014. Negotiation by the union team led to the inclusion of some job security for the vulnerable partial-load faculty and clarification of the role of coordinators. Below is an overview of the language and its interpretation by both sides.

New Language for Partial-Load Faculty

The only substantive gain is for partial-load teachers who will have priority in hiring if courses they have taught within the past six months are re-offered. The partial-load employee must have a minimum of 10 months of service and have previously taught all the courses that form the new assignment. Here is the actual language:

Partial-Load Teachers Article 26.10 D (new)

Subject to the application of Articles 2.02 and 27.06 A, where the college determines that there is a need to hire a partial-load employee, it will give priority in hiring to current partial-load employees whose contracts will expire prior to the start of the assignment and partial-load employees whose contracts have ended within six months of the start of the assignment if the following conditions are met:

The partial-load employee must have previously been employed as a partial-load employee for at least 10 months of service as defined in 26.10 C within the last 4 academic years.

The partial-load employee previously taught the courses that form the new partial-load assignment.

The offer of partial-load employment is conditional

on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered.

So what does this mean? While this is a big gain since it introduces seniority and right of first refusal language for partial-load faculty, it has some significant restrictions.

First, partial-load teachers will have to watch for when the college re-offers courses they have taught in the past 6 months. Very few partial-load positions are posted and often there is a short lead time before a partial-load assignment begins. Accordingly, partial-load faculty need to monitor the programs and courses closely at the start of the term to determine if there is an assignment they are entitled to be given priority for in hiring.

Second, partial-load teachers will have to keep track of their seniority and ensure that it is accurate. Service is calculated as follows: a partial-load teacher accrues ½ month of service for every calendar month in which they have taught 30 hours or more. That means that if you have a 9-hour teaching load, you might not get credit for months in which you have only taught three weeks (the first and last month of a semester, for example).

Third, partial-load faculty should report directly to the union any problems with their managers not applying the new language. That way, the union can track any systemic abuses of the new article, and raise it with the college. This will help protect individual partial-load professors.

That's the union's read on how the language will be interpreted.

College Council has also offered their even more restrictive interpretation. They plan to require that the partial-load faculty must have taught all of the courses in the new assignment. If even one new course is added, even if the partial-load professor is qualified to teach it, the seniority language will not apply.

Council also advised the Colleges that they are not required to offer the assignment to the partial-load faculty with the longest service if there is more than one qualified professor.

In addition, the Colleges do not have to create partial-load work assignments. Instead, the work can be broken into part-time or sessional assignments in order to avoid having to apply the new language.

Finally, and perhaps most tellingly, Council advised the Colleges that just because a partial-load faculty meets the conditions, it does not mean the College is obligated to hire them. They simply need to be able to articulate a reason why they chose not to.

NEW LANGUAGE FOR COORDINATORS

The other gain in the new collective agreement is to clarify that coordinators are not to supervise other bargaining unit members and will have their specific duties determined prior to the assignment.

Coordinator Language Article 14.03 A 3 Amended Language- bolded and underlined

*Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their specific duties, **which shall be determined prior to the acceptance of the designation, subject to changes as circumstances require.** It is understood that coordinators do not have responsibility **for the supervision** or for the disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.*

This language should help to make sure that faculty know what their duties will be before agreeing to serve

as coordinator. Your chair should have a discussion with you about your specific work as coordinator, and that work needs your consent. We recommend that coordinators have these duties committed to writing, preferably as an addendum to the SWF. If your chair refuses to put the duties in writing, then you may send an email or letter to your chair outlining the agreed upon duties so that they are documented.

If your chair changes your duties after the SWF is issued, then there must be a clear reason for the change/s, and adequate time assigned. As always, if you disagree with any aspect of your SWF, you may refer it to the Workload Monitoring Group simply by checking off the middle box above your signature.

It is good to remember that the coordinator position is still a faculty position, not a managerial one. Coordinators should not be engaged in hiring, discipline, faculty disputes, course assignments, or any other supervisory function. That's the role of the chair.

To contact the union about these, or any other issues, send an email to opseu556@gmail.com, or call x2200.

I NEED MORE TIME

Have you experienced any of the following?

Student course evaluations indicating students need more individual assistance.

Constantly adjusting lesson plans due to classroom challenges.

An unexpected number of special need students in your class

Assisting students in class who appear to have little pre-requisite aptitude.

Feeling uneasy knowing that the quiet students need your assistance too, but time restraints prevent additional personal attention.

Spending more time to grade assignments for classes you taught last year.

Having more class expectations to communicate on-line.

Noticing that it is taking more time to keep up with students on-line.

Concerned that you would like to accomplish more following the guidelines under the Accessibility for Ontarians with Disabilities Act.

Then you may require “**additional attributed hours**” and Article 11 of our Collective Agreement has a provision for these circumstances.

The architects of our workload contract language created a catch-all to allocate more time when unexpected responsibilities appear that

were not anticipated when the workload contract was agreed to and signed off.

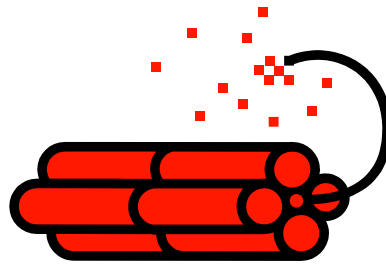
Article 11.01 G 2 states: “*Where there are atypical circumstances affecting the workload of a teacher or group of teachers which are not adequately reflected in this Article 11, Workload, additional hours shall be attributed, following discussion between each teacher individually and the supervisor, on an hour for hour basis.*”

If unusual circumstances occur then follow up with your chairperson to get **additional attributed hours** on your SWF. If your chair does not agree, then call ext. 2200 or email your faculty union office at opseu556@gmail.com. Our Workload Monitoring Committee may be needed to rule on the difference of opinion between you and your chair on applying article **11.01 G 2** to your assigned workload.

If all faculty request more time when unusual circumstances occur, our academic leaders (chairpersons) will observe trends and perhaps start to assign the extra hours when the SWF is initially created and discussed. Then we will not have to ask for the hours every semester after classes start.

For more on AODA see: insite.georgebrown.ca

THE GREEN CORNER



Let's Blow the Top Off!

Have you ever flown across the United States, and seen some strange geographical features when you've looked out the window? Perhaps you've seen a verdant hilly area, but with some funny looking flat, beige patches right in the middle of a chain of mountains?

I used to wonder what and how such unusual features came to be. Then I found out that what I was looking at was anything but natural. The flat areas, devoid of vegetation, are what results from a practice known as *Mountain Top Removal Mining*. The name means just what it says: removing the tops from mountains. (*As far as I know, MTR mining is not practiced in Canada.*)

It's mind boggling how anyone can think that this is a good idea. But good ideas sometimes get trumped by profits. MTR mining yields millions of dollars and tonnes of coal each year, and this can be quite a boost in certain areas, such as Virginia, Kentucky and Tennessee, where it is commonly practiced. In fact, more than 500 mountains in the Appalachian Range have been chopped thus far.

Essentially, what happens is that explosives and heavy equipment are used to blow the tops off mountains in order to get at whatever metals or minerals were deposited in the mountain long and ever ago when it was formed. The rubble from the erstwhile mountaintop usually goes into the nearest valley (although until it was outlawed in 2007, rubble was placed in nearby streams). The obvious impact is that serene vistas are destroyed, but don't forget that MTR mining also obliterates the homes for myriad plants, animals, birds, fish, and insects.

Naturally, a number of ecology and environmental groups have taken up the cause, and the protests – begun years ago – continue. To learn more about MTR mining and to view some jaw-dropping before and after photos, check out: <http://earthjustice.org/mountain-heroes> . The pictures really are worth a thousand words.

YOUR JANUARY SWF IS DUE BY: NOVEMBER 16TH