

## Welcome Back

by Tom Tomassi

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The Labour Day Parade—September 6, 2010

I hope that your start up this year has been smooth. The feedback that I am getting right across the College indicates that it was much better than in past years. I hope that this is indicative of future years to come.

I was delighted to see some faculty at the Labour Day Parade. Not even the weather could dampen the spirit of that celebration. I hope to see many more of you at the Parade in future years.

I would like to start my welcome article by making a few announcements. Please join me in congratulating JP Hornick in her appointment as the new Coordinator of the School of Labour. JP is replacing Maureen Hynes, who retired this year, after a very long career here at George Brown College. I would also like to welcome Jill Edmondson, from the Hospitality Division, as our newest steward.

I would also like to address a few issues in this article: Firstly, it is important for me to make some comments with regard to events that transpired over the past academic year. It hasn't been an easy one and unfortunately the residual frustrations experienced by all of us will most likely be felt at our college for sometime to come.

Welcome *cont'd from page 1*

As you recall the contract was accepted provincially, but here at our college, it was rejected by a very slight margin. I have had feedback from other colleges indicating that they have taken steps to address this philosophical barrier by bringing in experts in the field to repair the damage that this conflict has created.

Our college has chosen to remain silent on this issue and allow time to heal the wounds. This would not have been my recommendation as a course of action, nonetheless, it is what it is. Your Local Executive has had its first meeting of the year. It has put together a plan to be more actively involved with the membership and solicit your participation in Local activities and gather feedback on how we, as the Local Executive, can better serve your needs.

Secondly: By now you have all heard about the Provincial Government's plan to address the deficit on the backs of civil service workers and the fact that they are asking OPSEU, and any other union that is engaged in the civil service, to voluntarily take a 0% increase in wages over the next two years. Well, as you can imagine this idea went up like a lead balloon. OPSEU Corporate has engaged in grass root consultations with respect to this request. As you can well imagine the response is NO. Workers did not cause this economic crisis and it is morally wrong to ask them to pay for it, when the perpetrators of the crisis are actually being rewarded. If in fact this government is going to move forward with this idea, they will have to create legislation to make it happen. As you well know, a piece of punitive legislation, such as the one being contemplated by the province, will have political consequences. The other part of the

request from the Provincial Government is that whether you bargain directly or indirectly with the Province, you will be affected. We bargain indirectly with the province and we are civil service. As such, we will be affected by this legislation—if and when it is created. The first assertion that one would make is that it does not affect us by virtue of the fact that we have a contract that will see us through the next two years. Even though you are correct in making that assertion, the requisite legislation will be such that if you are not affected because of a contract already in place, you will not be able to negotiate wage increases for the two years following the expiration of the contract. This is an issue of great concern for all of us as the inability to negotiate wage increases has a tremendous negative impact on long term earnings. It will definitely impact the pension earnings of people who are within five years of retirement. This is an issue that we certainly need to talk about and become politically vocal on, as the Provincial elections are not that far away. We will keep you updated on this issue as more information filters down from OPSEU head office.

And finally: By the end of this month, we will be electing a new Mayor for the City of Toronto. Historically, the voter turnout for this civil activity has been quite low for many different reasons. I hope that this time the electorate becomes more active in choosing the right person to lead this city into the future. It is important to look at the candidates' platforms and to vote for the one that best fulfills your vision of what you would like the City to be. Let's make sure that we all exercise the democratic right that at times we take for granted—that is marking a ballot.

*Have a great year, cheers. ▼*

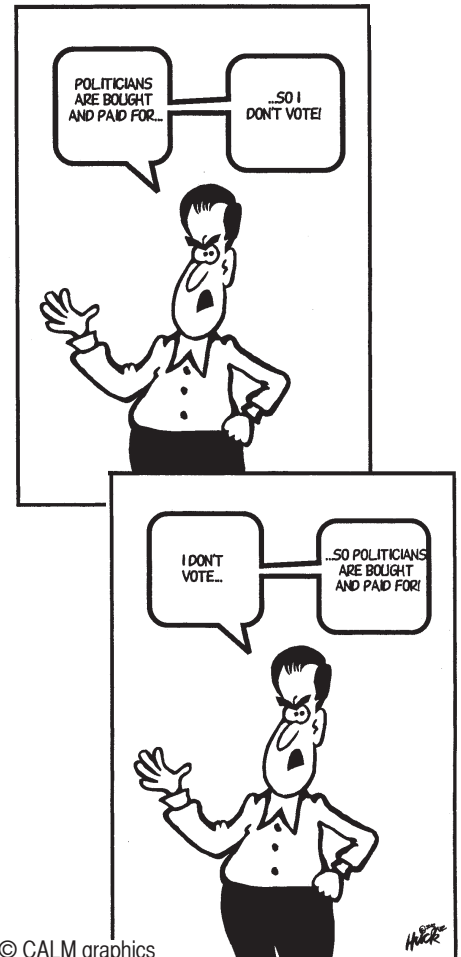
# Update

## Return to Work Grievance from the Strike of 2006.

The Union has won all the preliminary objections put forward by the colleges. Ted Montgomery, Damian Wiechula, Arbitrator Owen Shime, management representatives and the lawyers met during the summer to map out the next course of action. The process of examining the merits of the actual claims is now proceeding.

The next days of hearings have been scheduled for May 3, 9, 10, and 11 and June 1, 2, 3 and 7, 2011. Further days have not been scheduled.

*Stay tuned. ▼*



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# Unsafe Work at GBC

by Ed Larocque



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Recently we have been involved in situations where teachers have complained about unsafe working conditions. Let's look at how the Health & Safety Act might apply.

## 1. Here are some examples of unsafe working conditions at GBC:

- When student behavior threatens you. You do not feel safe.
- When you use unsafe equipment.
- Scheduled into overcrowded classrooms. Fire Code violation?
- Slippery stairs.
- Blocked exits. Fire Code violation?
- There is a lack of safety equipment.
- Exposure to biological hazards.

## 2. To whom does this apply?

This applies to all people employed by the management of George Brown College. For example; all full-time, partial load, sessional and part-time faculty. All support staff and any students hired to do work in labs, etc. It applies to activities occurring in the daytime and night school.

## 3. What do I do if I feel the work is unsafe?

a. Tell your immediate supervisor of the situation, then follow up by writing the complaint and presenting it to your supervisor. Management policy requires your supervisor to respond to you within 5 days. This response shall be in writing.

b. If your supervisor provides a response that leaves you still feeling unsafe, or fails to provide a written response, contact your Health & Safety Representative.

## 4. What is a Work Refusal?

A situation arises where you cannot wait for a written response. You do not have to participate in work that you feel is unsafe. Explain the situation to your supervisor and say that you are doing a 'work refusal'. You will be asked to wait in a safe location. Your supervisor and your Health & Safety Representative will investigate. The Ministry of Labour may be needed on site.

## 5. If I do a refusal to work, can my Manager discipline me?

No employer or person acting on behalf of an employer shall:

- Dismiss, or threaten to dismiss a worker
- Discipline, or suspend or threaten to discipline or suspend a worker
- Impose any penalty upon a worker, or
- Intimidate, or coerce a worker.

## 6. What can I do if I feel unsafe but still feel intimidated to continue working?

Contact your Health & Safety Representative.

A supervisor shall ensure that a worker is advised of the existence of any potential or actual danger to the Health & Safety of the worker of which they are aware. A supervisor shall take every precaution in the circumstances for the protection of the worker. A supervisor shall, where so prescribed, provide a worker with written instructions as to the measures and procedures to be taken for the protection of the worker. ▼



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# The New Collective Agreement

by Damian Wiechula

The new Collective Agreement has been signed and is in effect. The new booklets are being printed and will be available soon. There was considerable dispute as to whether the explanatory notes inserted by management were to form part of the Collective Agreement. Management wanted the side notes there to provide their generous interpretation of the language—for the purpose of securing a vote of acceptance. However, it did not want that language there for the purpose of interpreting the agreement should there be a grievance.

There are many changes to the agreement some of which are highlighted below.

## Article 11: Workload

**11.01E3** The new language states: Before the method(s) of evaluation and feedback are established for a course, the supervisor will consult with the affected teachers as a group. It then goes on to define the group. The accompanying sidebars said that decision making would be “collegial” which the dictionary defines as “joint decision making”. It remains to be seen if there is any real change from the past practice of having a supervisor discuss evaluation then just assign a factor.

**11.01F2** This article provides for additional time when faculty have more than 260 students. If there is no agreement between the teacher and the supervisor as to the level of additional support then the teacher shall receive an additional 0.015 hrs (54 seconds) per student in excess of 260. This will affect only about 5% of faculty who have the most students. The bar has been set

far too high to provide any support for those teachers with student numbers above the average but not beyond the 95<sup>th</sup> percentile.

**11.08** This article deals with non-teaching periods. Previously the activities could not be recorded but now they can. No SWF will be issued. Any activity still requires mutual agreement and the scheduling still remains under the control of the faculty member.

**11.09 Modified Workload Arrangement (MWA).** This article is worthy of an entire Newsletter issue by itself. In a nutshell large sections of article 11, particularly the workload protections, can be disregarded—including the SWF itself. The proposed modified workload must be approved by 2/3 of the faculty involved, have the approval of the Union, and is limited to no more than 20% of the faculty in any college. In a recent decision in London at Fanshaw College the college’s application for a modified workload was dismissed. The union objected that the use of a MWA was not required to meet the objectives of the college, and the arbitrator agreed.

**11.01H4 + 11.04B** State that teachers, and librarians and counsellors, may be reimbursed for cost associated with professional development. This was always the case so there’s not any change here.

The SWF form itself has been modified. There is now a column to provide additional attributed hours for evaluation beyond what is arrived at by applying the formula. The clear intent is to provide additional time for evaluation and feedback when the formula is

insufficient. If you do require additional time contact the union office.

## Bullying + Psychological Harassment

**4.02A4** The new Collective Agreement has new language specifically aimed at bullying and psychological harassment. This strong language addresses bullying behaviour by supervisors, coworkers and students either individually or in groups. Complaints are to be resolved through the grievance process.

## Vacations

**15.01A** It is now possible to apply for vacations in other than two month blocks. The request must be in writing to both the college and the union. When taking a non-continuous vacation you are entitled to 43 vacation days.

## Professional Development Leaves

**20.20** The maximum salary collectable while on PD leave is increased from 70% to 80%. Also the time required to reach this point is increased from 9 years to 11 years. In addition you cannot apply for a PD leave if it starts less than 7 years since your last PD leave started.

## Parental Leave

**22.01E** Any teacher returning to work after an extended parental leave can work through their vacation to receive a full salary for that year. If you have been or are on parental leave, contact your union about your return to work.

## Benefits

There has been no increase in benefits. Those apparent increases were in place before the ratification of this contract and were negotiated in the previous round of bargaining. The one exception is that you can now purchase more life insurance.

## Librarians

There is a new class definition for Librarians.

*If you have any questions about the new Collective Agreement call the union office at 2200 and a steward will meet with you. ▼*

THE GREEN CORNER

MESSAGE IN A BOTTLE

THE Water Bottle BOAT

by Jill Edmondson



Nowadays, it's not uncommon to hear about interesting and creative ways to reuse household goods or packages, but Adventure Ecology has raised the bar when it comes to finding unique ways to use items destined for the Blue Box. Adventure Ecology's mission is to "harness the power of dreams, stories and curiosity to produce exciting adventures like the *Plastiki*."

The *Plastiki* is a 60 foot catamaran made from 12,500 recycled and reclaimed plastic bottles plus other waste materials. Adventure Ecology's intention when building the *Plastiki* (the name is a play on Kon-Tiki) was to raise awareness

about marine pollution. As they point out on their website, plastics account almost all (60 to 80% depending on location) marine pollution. The environmental and aesthetic damage this causes should be obvious, but they drive home the impact by noting that approximately 100,000 sea mammals die each year after ingesting or becoming tangled in plastics.

On March 20th, 2010, the *Plastiki* and its crew of six set off from San Francisco. The entire vessel was built following eco-friendly and sustainability principles—from "cradle to cradle"—by incorporating solar panels, wind propellers, a bicycle generator, and even a hanging garden into its design. Careful planning, diligent preparation, plus a team of forward-

thinking engineers, architects, and sustainability consultants ensured the success of the voyage. Roughly four months after departure, the *Plastiki* arrived in Sydney, Australia.

Well, if media mentions and a successful oceanic journey are any indication, the *Plastiki* now has people thinking about innovative ways to recycle. Marshall McLuhan's claim that the "medium is the message" takes on a whole new meaning with Adventure Ecology's message in a bottle...all 12,500 of them.



**Remember—the new Collective Agreement has new language specifically aimed at bullying and psychological harassment.**



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# Partial-Load Professors + Sick Days

## Who are Partial-Load Professors?

Article 14.04 A *Persons who teach over six and up to/including twelve hours per week on a regular basis shall be referred to as "partial-load" employees.*

They shall not receive salary or vacation but shall be paid for the performance of each teaching hour at an hourly rate in accordance with the rates set out Article 26, Partial-Load Employees.

Starting step and progression shall be in accordance with the Job Classification Plans in the Collective Agreement (26.03 A—pages 52 & 53) which states: "Determination of partial-load teachers starting step and progression within the hourly rate schedules shall be in accordance with the Job Classification Plans" (pages 139-149)

## Do Partial-Load Professors get paid "sick days"? YES

Article 26.08 A *Partial-load employees will be covered by the Short Term Disability Plan described in Article 17 of this (Collective) agreement with...100% pay, time to be prorated in accordance with the table found in 26.08 B.*

All partial-load employees under contract participate and are eligible without a waiting period; prorating is by number of contract months and number

of teaching hours per week (as in 26.08 B table – Page 60).

A typical example of partial-load paid sick time would be:

Contract is for Fall Semester (September to December = 4 months) at 12 hours per week.

Paid sick time = 19 hours at 100% pay for that Semester (approx. 1½ weeks).

The teacher must notify management of 'Sick Day' with the same procedures used by full-time teachers.

## Sick Leave Plan—Bridging Benefit

Article 26.08 C states that: "The sick leave plan is based on the cumulative sick leave plan which is in place for the full time academic employees hired up to and including March 31, 1991. There will be bridging of this benefit allowed if the partial-load employee is re-hired within 6 months of the end of any contract or if upon termination of a contract there is a written contract for future employment as a partial-load employee. In the event that a partial load employee is on an approved leave of absence the 6 month period will not commence until the end of the leave."

As a partial-load employee you are a member of Local 556, the Academic Bargaining Unit, and you are entitled to representation. Should you need our assistance at any time, please call us at ext 2200. ▼



*Please share this article with your partial-load colleagues !*

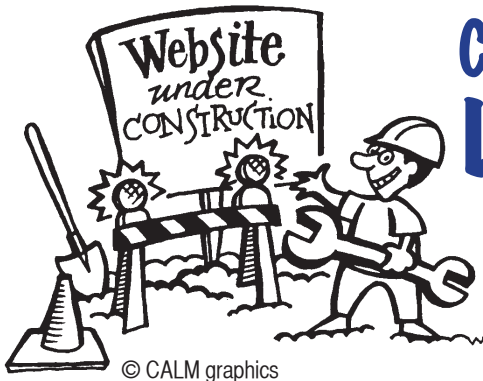


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## Coming Soon to Local 556