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# THE BOTTOM LINE

No. 7

All the news for Local 420

Tuesday 14 Mar 2006

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## THERE IS NO PROCESS, MR. PREMIER!

Ernie Parsons, our local MPP and former Loyalist College faculty member, visited the line last week and stated that there were no plans for the McGuinty Liberals to get involved in the current strike because the government wants to respect the process (see Scott Whalen's article, **THE BOTTOM LINE** No. 4). *What process?* The process of negotiations has been short-circuited all along by management's bargaining agents. So, what process is the "Education Premier" referring to?

This past Friday, Ted Montgomery, Chair of the CAAT Bargaining Team, announced at a press conference that OPSEU has filed charges of bargaining-in-bad-faith with the Labour Relations Board, against the college's negotiating committee (see **OPSEU/CAAT UPDATE** No. 1, published yesterday by Local 420, for a complete transcript of the press conference). How "bad" was their bargaining behaviour? Some impression of this can be had from Harry Plummer's article entitled, "*Negotiations – The Final Five Days*", published below in **THE BOTTOM LINE** No. 7. As a CAAT Bargaining Team member, and Chief Steward of Local 420, Harry was face-to-face with the college negotiating team. His article lists in exquisite detail the "good-faith" bargaining by our team, listing approximately 30 demands that the Union withdrew or modified, including salary and workload demands, compared to one (1) demand offered by the management team in the same time period. Interestingly, their demand was one they had previously *withdrawn*...they reneged, throwing it back on the table at the eleventh hour!

Also included today in **THE BOTTOM LINE** No. 7, Loyalist College Justice faculty member, Earl Dickson, offers his legal view of the seriousness of management's behaviour, suggesting that faculty should be remunerated for pay lost due to the strike, and that management's bargaining team should be dismissed.

We must ask again, then, to what process is the Premier and our MPP referring? By stepping in *this minute*, ordering faculty back to work, and appointing a knowledgeable arbitrator to settle the contract, Mr. McGuinty can get faculty and students back in the classroom where we all want to be. Alternatively, Mr. McGuinty can remain "hands-


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off” for 3-4 weeks...and put off until later exactly what he could do now... order faculty back to work, and appoint a knowledgeable arbitrator to settle the contract. The former approach gets students through their year, out the door with diplomas in hand, and off into the workforce - no extension to the year needed. The latter approach imperils placements and the successful completion of course work, puts at risk students who live on the edge financially, and unnecessarily creates “bad blood” among all the parties involved in the dispute. It may even shake the foundations of McGuinty’s political support across the province, and his hopes for a legacy that anoints him “The Education Premier”.

The time is ripe for action by the provincial government. Why put off ‘til later what you can do today? – *Local 420 Strike Committee*



WHAT'S INSIDE?			TODAY'S WEATHER	
Editorial from Strike Office	1-2		High	7°C
Earl Dickson	3		Low	2°C
Last 5 Days of Negotiations	4		Condition	Light Rain
<i>Labour Pains</i>	8		P.O.P.	90%
Keeping in Touch	9		Wind	W 40 km/h

# **Possible Ramifications for Management Bargaining Team Behaviour**

*A Loyalist College Justice Professor Offers His Opinion*

Since Monday night's news (i.e., 6 March 2006), I have been stewing about the [bargaining message from] Ted Montgomery. He said in plain English that the offer received by [the CAAT Bargaining Team from] management at 9:30 pm contained all the issues [both teams] had previously taken off the table. The only conclusion I can draw is management did not want to settle and that puts me out on the street.

[Though] I have not seen the offer, I have to take Ted's word as the way it is. This being the case, management has breached contract law insofar that their behaviour has been deceitful and fraudulent all along. During the meeting-of-the-mind phase in contracting, all are to be of one mindset in seeing the terms of the agreement. The concept is to ensure that one party does not mislead the other party for unfair advantage. As this appears to be the case, management has been contracting in bad faith and should suffer damages caused.

In our favour, there should be a record of what has transpired during the talks and this record should show clearly what and when an issue was taken off the table. OK, we sue. We win.

Now what is the best remedial method to resolve this issue. Receiving an award for several million dollars would not be the answer. What would be the answer, in my view, is to deliver all the wages missed back to the members of the union as perhaps this contract could have been settled if it were not for the deceit. The second part of the remedy would be the dismissal of the management bargaining team, as they are a conspiracy. The grief they have caused, not only to the union membership but to the students and their families, [is unacceptable]. Let's not forget the cost to John Q. Taxpayer of Ontario, as well. That Team can settle up with their master who sent them in there with this devious thought process.

I am mad as hell and I still don't feel any better after writing this. I encourage our local President [Bernie Belanger] to force the issue and seek an arbitrator now and get on this while it is hot. Management should not get away with this!

Earl Dickson  
**Justice Studies**



*Harry Plummer. Photo  
Courtesy of Joe Callahan*

# **NEGOTIATIONS – THE FINAL FIVE DAYS**

*Harry Plummer, Chief Steward Local 420, CAAT  
Bargaining Team Member*

## ***WHAT THE UNION DID...***

Withdrew the following demands for the right to:

1. Return from a sabbatical leave if, for reasons beyond the employee's control, the purpose of the leave cannot be fulfilled;
2. Additional complementary function time when the actual out-of-class assistance provided to students exceeds the mandated minimum;
3. Determine whether a grievance should go to regular arbitration or expedited arbitration;
4. Pursue certain types of grievance even though they may be "out of time";
5. SWF recognition to all work done in the academic year, even where the work may be characterized as "volunteer";

6. Recognition of the full number of years of post-secondary education of new employees when placing them on the salary scale;
7. Copyright ownership of any materials produced in the regular line of work;
8. Human rights training for Local Executive members and a week's leave of absence to receive such training;
9. File "dismissal without cause" grievances by probationary employees;
10. Include any "continuing education" course, except "non-credit" courses, when defending against an impending lay-off;
11. Free tuition for employees' dependents;
12. Paid health benefits for retired employees;
13. First refusal to teach courses designed by the teacher to be delivered electronically;
14. SWF's for sessional, part-time and partial-load teachers;

***...WHAT THE UNION ALSO DID...***

Withdrew demands that would:

15. Require employees to use all their accumulated sick leave before becoming eligible for long-term-disability;
  16. Have specified in the agreement, the nature of duties that can and cannot be assigned to coordinators;
  17. Limit sessional appointments to the replacement of full-time employees on leave of absence;
  18. Expand the recognition of experience for newly-hired employees;
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19. Identify remediation as teaching contact hours;
20. Identify and give credit for any work arising from “independent study” by students assigned to the teacher;
21. Pay partial-load employees on the basis of workload;
22. Add a workload limit to the definition of partial-load;
23. Permit partial-load teachers to refer their workload complaints to the WMG;
24. Ban contracting-out;

***...AND THEN WHAT THE UNION DID!***

Modified the following demands for:

25. Limiting the use of part-time employees and is instead demanding that the colleges give preference to creating full-time positions instead of part-time.
26. Receiving expanded details in the report of “hirings to teach credit courses” and is instead demanding that the information be provided to the Union/College Committee on request;
27. Limits on total workload of all non-full-time teachers and replaced it with a demand to limit the workload of partial-load teachers;

**Salary**

The union also amended its salary demands. It lowered the percentage to 4% per year (down from 4.1%) and offered a three year renewal of the agreement (up from 2 years.)

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## **Workload & Full-time Faculty**

Most importantly, the union confirmed its February “without prejudice” alternative to its demands for increased workload attribution values – a detailed proposal that would commit the colleges to work toward the following goals:

- An average class (section) size of 25;
- A maximum class size of 40 students but which may be exceeded in individual cases upon approval by the WMG or WRA ;
- 80% of all teaching contact hours in credit courses to be taught by full-time bargaining unit members;

Each college would be required to increase its complement of full-time bargaining unit members by 10% until the goals are all achieved.

Included in this proposal for full-time teachers are 3 weekly hours of workload credit for keeping both the teacher and the course material up to date, coping with the diversity of students and accommodating changing methodology. A further 2 hours would be credited to anyone who also must utilize electronic delivery modes in the course of their teaching duties. Partial-load teachers, would be paid the value of an additional 2 teaching contact hours to recognize their similar, ongoing obligations.

## ***SO, WHAT DID MANAGEMENT DO, YOU ASK?***

1. Reneged on their earlier withdrawal of their proposal to remove the limit of 6 sections.

# THAT'S IT?

Yep!

## BAD-FAITH BARGAINING BY ADMINISTRATION?

You be the judge!

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### LABOUR PAINS

Courtesy Carol Simpson Productions © 2004. Reprinted with permission of the artists. Visit their website for more workplace cartoons, [www.cartoonwork.com](http://www.cartoonwork.com)



"In the interests of time, I'll also tell your side of the story."

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## **KEEPING IN TOUCH**

Local 420 President Bernie Belanger is available to speak to, or visit with, all members of the media and general public, daily during weekdays, 8:30 am – 9:30 am, at Local 420 Head Office. At other times of the day, join him as he walks the line, or phone him at the number listed below. When you need the facts, go to the source!

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***WE'RE ON THE WEB!!***

As requested, all of our newsletters are available as .PDF files for the World to read! Missed a copy due to the rain? Not on the strike line some day? Want to see our promotional leaflets (available as .PDFs soon)? Log-on to the Web, go to *www.opseu420.org*, and follow the links.

**P.S. Check your e-mails regularly!**

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