

## President's Message: the 2021-22 Bargaining (Almost) Post-Mortem



Miloš Vasić  
Acting President

### What a time to be alive!

On top of everything the pandemic has thrown at us – or perhaps because of it – we've just gone through the longest and arguably the most intense bargaining cycle

ever...and it's not over yet! I think it's safe to say we'll "win" insofar as the arbitration process will award us more than what the colleges are willing to concede, but boy, it sure was difficult to get

to this point. Traditionally, binding arbitration happens when both sides can't agree but want to avoid a labour disruption. The faculty bargaining team offered arbitration as early as November 2021, but unfortunately it took a work-to-rule campaign and then the threat of a full-on strike to convince the colleges that setting a date in front of William Kaplan, the arbitrator, is a good thing. So allow me to recap the highlights from this round, but feel free to skip to the last three paragraphs if you're only interested in the current state of arbitration.

The tone for this round was established well before the two sides first met virtually last summer. Back in 2019, the provincial government stacked things against us in the form of Bill 124, which limits wage and benefit increases in the public sector to 1% annually. Coupled with the highest inflation in a generation, Bill 124 amounts to a major forced concession on our part. The situation didn't get any easier when face-to-face negotiations finally began, because instead of laying out its own positions or proposals, the College Employer Council (CEC) – the body that bargains on behalf of all 24 publicly funded colleges – spent the time questioning whether our proposals were based on real facts, issues, or problems.

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# Financial Check-Up – PL Edition

We consulted some long-serving PL faculty for their best advice on how to navigate some of the financial aspects of life as a precariously employed person. Below are some tips on understanding your pension, submitting EI claims, and bridging your health benefits.

## CAAT-A Pension

Did you know that if you are non-full-time (part-time, partial-load, or sessional), you can still join the defined benefits pension plan through CAAT pensions? The plan is called DBplus. It works by deducting employee contributions from each paycheque, which are then matched by your college.

Contract faculty should note that if you work at multiple colleges, you can contribute at more than one college. The college will deduct 9% of your earnings as your contribution to the plan, and then will match your contribution as the employer's contribution.

Please check your paystubs to see if you are enrolled at all institutions and that employer-matching pension contributions are listed, and make sure the employer amounts are correct. Then—and this is important—double check with

[CAAT pension plan](#) that all colleges where you have enrolled in the plan are registered under your name.

If one or more colleges are not listed with the pension plan, then you will need to reach out to the HR department at your college and make sure you have everything in writing via email.

Please don't wait as these pension employer contributions to the defined benefit are part of the overall compensation.

## Submitting EI Claims: Avoiding Waiting Periods

All contract faculty who have worked 420 hours in a qualifying period are eligible for EI during periods when they are not employed. Note that the hours are calculated based on Teaching Contact Hours (TCH) x 2.17 x weeks worked.

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We are happy to announce that **the Humber Faculty Union Office has now re-opened!** Our office is located at North campus Room F105, and we are open Monday to Friday from 9:30 am to 4:30 pm, and our number is 416.675.6622 x 4007

**We are very excited to introduce Sonia Avramidis**, our new Administrative Assistant at the Humber Faculty Union. Sonia has an extensive background working with unions on large projects such as job evaluation and pay equity. She brings her administrative expertise, union experience, and enthusiasm to assist our members in this role. Please feel free to drop by and introduce yourself!

In other words, the colleges had no interest hammering out a deal at the table. Next, in October the CEC presented a non-negotiable, "take-it-or-leave it" offer that failed to address any of our concerns and demands. It instead offered to maintain and even degrade our already difficult working conditions, which the colleges then disingenuously tried to frame as a comforting source of "stability in an unstable world." Shortly after, the CEC came out with a stunner of an argument, namely that our proposals to reform workload are "illegal" because they contravene Bill 124. It's as non-sensical an argument as it is disrespectful to all our efforts to provide quality education.

*“ When all is said and done, we should give ourselves a pat on the back for weathering such an intense storm of employer-engineered uncertainty and meanness with resolve and professionalism. ”*

The colleges, in short, played hard ball because they saw an opportunity to break us, figuring there would be no appetite to strike during a pandemic. They left us with no choice but to

hold a strike mandate vote in December after it became clear that the colleges would impose terms and conditions on us (which they did). But rather than walking the picket line, we used the successful vote to launch work-to-rule for the first time. It wasn't easy to say the least, particularly for Humber Program Coordinators, who were put under enormous pressure not to work within strict time and workload limits. Our goal was to inflict escalating levels of pressure and inconvenience on the colleges, all the while sparing students from an all-out cessation of learning.

Did the strategy work? Was it worth it? These are big questions requiring even bigger answers. I'll simply say this: the campaign demonstrated goodwill to students, while also signalling to the CEC that we wouldn't roll over. More importantly, work-to-rule made it crystal clear that doing right by students requires hefty amounts of essentially "unpaid" or "unaccounted" work. Don't get me wrong: everyone already knows this – partial loaders, all too keenly! – but for the first time, we were able to shine a light on the discrepancy between what the colleges acknowledge as our workloads and the actuality of our workloads. Work-to-rule gave us a modicum of "official" workload control for the first time, which I hope will plant the seed to fight for shared academic governance in the next round of bargaining.

Next came the CEC's forced ratification offer in the winter, which was identical to their fall offer, save for a minor sentence change. We voted it down, as expected, and I have to say I'm proud that at Humber – the largest college and largest non-university institution in Canada – 68% of us voted against it. That was significantly higher than the provincial average (62%).

Finally in March, when our bargaining team learned throughout the grapevine that the colleges were mulling the prospect of locking us out in April, we made the responsible, principled choice – both for ourselves and our students – to give the colleges an ultimatum: accept binding arbitration or watch us walk out! With an hour to spare before our deadline, the CEC blinked (which they could have long before 11pm, but that's another story).

So what's the status on the new Collective Agreement? For those of you who were here in 2017, you'll remember that Kaplan worked quickly to award a new Agreement. This unfortunately won't be the case this time, since arbitrators have a lot less availability these days (this is a system-wide problem). Arbitration won't happen until September 2022, but in the meantime, the colleges' [terms and conditions](#) are frozen. Keep in mind too that when Kaplan gets down to work, the work in question will be real (i.e. normal) binding-interest arbitration, not the rarely used and context-specific model of "final offer selection" that the colleges were asking for.

We'll do well at arbitration for two reasons. Firstly, Kaplan will be obliged to take our two successful votes into consideration (i.e. strike mandate and forced ratification votes), because they demonstrate we were never on board with what the colleges were offering. Secondly, the colleges have agreed that Kaplan won't be deciding on each side's final offer, but rather positions taken back in September 2021. Why did the CEC switch the frame of reference? My sense is that the colleges are tacitly admitting that there was never anything of value in their final offer – for themselves, least of all – so they're reverting to a point when they were asking for serious concessions, like two-tiering (i.e. establishing

lesser working conditions for certain types of FT profs). Reverting to September may also be a ploy to sidestep the issue of how much time they wasted avoiding bargaining or arbitration, but this is pure speculation on my part. Whatever the reason, the September frame serves us well because that's when we had a much fuller slate of proposals on the table, including a SWF (standard work form) for partial-load professors.

When all is said and done, we should give ourselves a pat on the back for weathering such an intense storm of employer-engineered uncertainty and meanness with resolve and professionalism. There's a lot that's wrong with our system of bargaining, most of all the existence of the CEC. The CEC's ambiguous arms-length status gives it zero incentive to achieve a negotiated settlement (because it doesn't have to deal with the fallout), while simultaneously allowing the college presidents to deflect blame for horrible labour relations. Fixing this problem will require the intervention of the Minister and/or Premier, which – seeing who's in power for four more years – won't happen anytime soon. Fortunately in the meantime, we demonstrated that it works to stand collectively firm against this dysfunction and lack of respect. Slowly, surely, and with each other, we are fighting to establish the sort of Collective Agreement that serves not only our needs, but also the needs of future generations of professors, instructors, counsellors, librarians, and accessibility consultants.

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# Chief Steward's Update



Miriam Novick  
*Acting Chief Steward*

It's been almost eight months since my last (and first) update as Acting Chief Steward, and close to one year since I began this role. I mentioned looking forward to meeting many more of you, and thanks to the bargaining process, our work-to-rule

campaign, our successful strike deadline, and the normal operations of the College, that wish has definitely come true, for better or for worse. I say "for worse" because it's undeniable that I meet many of you when you're experiencing challenging circumstances at work, but "for better" is just as true: this year has been a definite personal learning curve, but one of its unequivocal pleasures has been getting to know so many dedicated faculty working in so many different areas across the College.

We've had a very busy term that has included some successfully resolved concerns with step calculations, PL registry issues, and benefits activation timelines, as well as some tough terminations we are still in the process of fighting (see Maureen Carnegie's article in this issue). Instead of going through the long list of active files, I'd like to focus on a type of grievance we're excited about at the Local these days.

## Article 2 Grievances: A 2017 Win, A 2022 Bargaining Plank

Last time, I mentioned an upcoming arbitration date about a policy grievance (one filed on behalf of the Union rather than an individual member or group of members) pushing for a large number of new FT positions in a specific department with a high proportion of PL faculty. These are what we call Article 2 grievances across the CAAT-A division.

Article 2 is relatively short but packs some power: it's the part of our Collective Agreement that confirms "The College will give preference to the designation of full-time positions as regular rather than partial-load teaching positions" (subject to a bunch of other general qualifiers). **In other words, Article 2 says the Colleges aren't supposed to abuse non-full-time contracts when there is clearly enough work for FT positions in a particular area.** Given that at least 70% of faculty across the College system are precarious, we know that in practice the Colleges do not live up to that obligation.

One sign of Article 2's importance is the CEC's attempts to chip away at it each time we bargain. In 2014, they successfully pushed through a lengthy moratorium preventing any of the 24 Colleges from filing Article 2 grievances for over three years, and we are still unable to use any staffing data from September 21, 2014-December 20, 2017 in any current or new A2 grievances as a result.

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So a PL faculty who taught 9 hours/week for 14 weeks would have worked 273.42 hours (9 x 2.17 x 14). The number of weeks and amount of the benefit vary depending on the number of weeks worked prior to your claim and your earnings. Information about [EI benefits for independent workers or professionals can be found on their website](#) (this is a better link IMO: EI Regular Benefits - Do you qualify - Canada.ca). Our teaching contracts fall outside the usual interpretation of contracted (i.e. self-employed) work because we have no decision-making control over when and how much we work. This means we are covered!

Below are some tips and tricks from Tanya d'Anger, based on her personal experiences with EI. This EI "hack" is great for PL faculty who usually work three terms and don't need to worry about using up their eligibility weeks.



Tanya D'Anger  
Steward, FLA

"My on-going experience with EI is that the amount of weeks you're covered is assessed individually, based on the amount of hours you've worked previous to making your claim. In my case (as a PT at Centennial and PL at Humber), it's currently 45 weeks. Once this claim period is completed,

you have to make a new claim: this includes a one-week "waiting" period, during which you're not covered. EI wants you to apply (i.e. make that claim) only after you've ended your work/contract, but that leaves you vulnerable to the one-week penalty when you don't get coverage. This sucks. The trick is to just keep the system 'recycling' (i.e. keep renewing your claims) year-round, and cross your fingers that you can beat the one-week penalty by hoping it occurs while you're under contract."

## Bridging Benefits

"Bridging" benefits is when an employee elects to pay 100% of the premiums for their health benefits themselves in between contracts to keep their coverage.

The question of whether it's financially worth it varies from individual to individual. If you want to estimate what staying on your current plan might cost, check your paystub and add up the amounts paid by Humber ("employer") on medical costs. Add these to the premiums you already pay. Generally, unless you use your benefits regularly for expensive medications or treatments that can't be suspended while you're in between contracts, bridging may not be a wise financial decision for you.

If you do decide to bridge your benefits, here's what you need to know.

HR's "Total Rewards Team" will reach out when your contract is complete, but only if you're eligible for bridging. You are eligible if you will be returning to a partial load or clinical contract within six months of the end of your previous contract (Article 26.06D). In addition, you must have written confirmation from your AD or Dean that you'll be returning (this is often the tricky bit). The confirmation must be received within a month of the end of your previous contract.

To determine the actual cost of the premiums, you need to speak with Sun Life directly. You can choose to stay on the same plan you have during your contract, or switch to a private plan. For a quote, either call 1-877-893-9893 (Monday to Friday, 8 a.m. -> 8 p.m. EST) or email them at [sunlife.ca/choicesproducts](https://www.sunlife.ca/choicesproducts)

To apply, email [compensationandbenefits@humber.ca](mailto:compensationandbenefits@humber.ca) by the relevant deadline (usually a month after the end of your previous contract).

## What Your Partial Load Committee Is Doing For You

The Partial Load Committee (PLC) at Humber has had a very busy semester! We meet monthly to discuss issues relevant to PL faculty at Humber (anyone can join these meetings – email [chandra.hodgson@gmail.com](mailto:chandra.hodgson@gmail.com) to get on to the mailing list!). Some of our recent accomplishments:

- *We successfully advocated to have a PL faculty member present at every Local 562 officer meeting to ensure our voice and perspective are always on the agenda.*
- *We now have, in our Local Bylaws, a designated delegate position reserved for a partial-load faculty member, to attend special OPSEU conferences including Regional Meetings, the CAAT-A Divisional Meeting, and OPSEU Convention. This allows us to provide a PL perspective on much bigger platforms.*
- *We sent two delegates to OPSEU Convention 2022, the yearly meeting where major changes to how our union operates are made. For example, one major change recently made impacts PL faculty in that there is now a way to pay them to participate on bargaining teams.*
- *We therefore drafted a motion that all Bargaining Teams for the colleges must have at least one PL member moving forward. It passed at our Local Executive Meeting in May, so now we're going to bring it forward to the Divisional Meeting in October. This would be historic if we can get it adopted.*

We also provided support for our peers at George Brown College, who have created their own PLC and welcomed their first PL stewards. This is a movement that is growing! If other colleges you teach at don't have a PLC, get involved and start one!

# EDUCATORS SAVE IN SMART WAYS.

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new savings trick."*

Looking for auto, home, or extended health benefits? contact Johnson Insurance for a quote – it's free! OPSEU 562 members get a special discount. Visit [www.opseu562.org/johnson-insurance](http://www.opseu562.org/johnson-insurance) for details.

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Article 2 grievances depend on this kind of data: in order to succeed, we have to show a given program or area consistently had enough work (measured by teaching contact hours) to fill a certain number of FT positions over a certain period of time, but chose to assign PL contracts instead.

In 2017, the CEC attempted to extend the moratorium another four years, but were defeated by our resounding NO to the forced ratification vote. They've gone back to this tactic yet again: the CEC's initial proposal in September 2021 further sought to exclude data from March 23, 2020 to April 30, 2022 (rejected by our Bargaining Team, though we await the outcome of our current arbitration process).

So what does all this mean in 2022? Since only data from January 2018 onwards can be used and we need to show a pattern over time, the end of the moratorium still meant waiting a year or more to gather enough data to file effective grievances. The Local filed a flurry of Article 2s in 2019-2020, and the very slow pace of arbitration means these grievances are finally now being heard one date at a time (often months apart).

This may sound like a tale of bureaucracy-induced despair, but that's not the whole picture: **our current Article 2 grievances in arbitration are a source of real optimism.** We can't say for sure what the results will be (or when we'll get there), and COVID's impact on enrollment is a snag we could all do without. Nevertheless, our lawyers are happy with the data we've gathered and the cases we're building. These are time-intensive grievances, but the potential impact makes them more than worth the effort. **We all know the**

Colleges will not wake up tomorrow and see the light on their ever-increasing reliance on precarious labour, so this is one essential way we can hold them to account.

*“These are time-intensive grievances, but the potential impact makes them more than worth the effort.”*

We know there are **many** areas of the College that are ripe for Article 2 grievances. A lot of the data required is publicly available or available to all Humber employees, which means this type of grievance can benefit from practical support by rank and file members: that means you! We're planning an educational for Fall 2022 about how members can help support these types of grievances, so stay tuned; in the meantime, if you (or even better, you and a group of colleagues in your area) want to learn more about how to start the Article 2 ball rolling with the support of the Local, please reach out to [miriam@opseu562.org](mailto:miriam@opseu562.org).

As always, you can reach me at that email address for other concerns, and in the Fall you'll also be able to find me holding regular Union office hours at the Lakeshore campus. Come say hello (and don't be surprised if you find me clutching a bag from Tatsu's).

# Something Is Very, Very Wrong Here

Maureen Carnegie

*Accessibility Consultant, and proud Union member*

We live in a world that is increasingly marked by divisiveness and extremism – unbridled Russian aggression, the systemic dismantling of abortion rights south of the border, white supremacy, the rise (again) of antisemitism, unrelenting colonialism, and extreme economic disparity, to name just a few. Add to this a pandemic of epic proportions that has left no one unscathed, in one way or another. These realities have had a significant impact on the mental health and well-being of just about everyone. If you are very fortunate, you have the resources to cope with or shield you from the worst of the socioeconomic, psychological, and existential consequences of the maelstrom.

Navigating the unpredictability and increasing hostility of life on a daily basis requires a great deal of resiliency and gratitude for what is good and right. For some, our work can be something of a safe haven, a place where we have some sense of self-efficacy and control. A place where we feel competent and have a purpose. A place where we can try to make the world a better place, in some small way. A place where we are valued and appreciated. So, what happens when our little Humber microcosm starts mirroring the worst of what the world has to offer?

Don't get me wrong – I fully appreciate the privileges I enjoy as a person with a permanent, stable job with benefits and a pension plan. But when work becomes a place of fear, a place where power is used against employees in the

most punitive and megalomaniacal of ways, as an act of self-preservation it's time for me to get out. After 22 years and ten months of dedication to this college (and a life-long career rooted in social justice), I'm retiring. I'm retiring a year earlier than planned. I'm going to take a financial hit, and in this time of unbridled inflation and economic uncertainty, that's scary.

But it's not as scary as working for an employer who targets people who dare to challenge their authority, ask questions, make suggestions, set boundaries, and have an expectation that their professional expertise is respected and utilized. For those of us working in Student Wellness and Equitable Learning (SWEL), this is our reality. Over the course of the last academic year, we have become disenfranchised to the extreme. Five of our long-term, permanent faculty in this area have been summarily fired without even the barest hint of due process. This autocratic approach has ruined people's professional standing and livelihoods without a second thought, not to mention the personal devastation wrought by such a Kafkaesque nightmare.

Those of us who have been lucky enough to escape termination are on tenterhooks, waiting anxiously for the next shoe to drop. Who will be the next target of such unreasonable, self-aggrandizing power politics?

How do we keep ourselves safe when our livelihoods and psychological well-being are threatened in such a very real way? Do we stand up for ourselves, for the quality of our services? Or do we stay silent and hope against hope that

we don't become a target? As dedicated and supportive as our union is, what happens when the "rules" don't apply, are disregarded, or don't even exist anymore? When people are so worn down and defeated, how do they summon the courage to fight back? To take a stand for what is right? I'm not sure that a critical mass of my colleagues has the energy to engage in a battle with such uneven odds.

The current state of affairs in my corner of Humber is very, very wrong. While I have the option to hightail it out the door, I worry about those left behind. Will my colleagues weather this storm without too much personal and professional cost? Or will they be collateral damage in someone's ruthless quest for power? Will our students reap the benefits of working with highly skilled, dedicated professionals whose first priority is supporting their academic success and wellbeing? Or will our Counsellors and Accessibility Consultants be replaced with compliant, soulless vending machines that spout platitudes and meaningless drivel that are supposed to solve all of our students' issues? "We got you" – how do we interpret that slogan in these times of tectonic shift?

I am grateful for the many opportunities I have had working at Humber. And I am especially grateful to have known so many faculty who bring their humanity to work with them every day. Not only do you make a difference in the lives of your students, you make a difference in the lives of your colleagues. As you continue to navigate the uncertainties of life at Humber, remember that we are all better when we live by some simple life principles: check your privilege, provide opportunities for everyone to participate, and use your power for good.

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## OPSEU Local 562 Local Executive Committee (2021/2022)

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Urszula Kosecka, 2nd Vice-President  
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See [contact.opseu562.org](http://contact.opseu562.org) for a full list of faculty committee members, including the Joint Occupational Health and Safety Committee (JOHSC), Workload Monitoring Group (WMG), and Union/College Committee (UCC).

**NewsBreak** is a publication of the Humber College Faculty Union, OPSEU Local 562, intended to provide information and stimulate discussion among union members. We invite your participation and welcome your contributions. All published articles and letters are the sole expressed opinions of the author, though in some circumstances the author's name will be withheld upon request. Articles reporting on union business will include the author's position within the local. We encourage all members to participate in discussions that respect each person's rights, including but not limited to academic freedom, constitutional, freedom of speech, and human rights. Any communication that fosters hate, harassment, or discrimination of any kind is expressly unwelcome and prohibited. We reserve the right to edit for libel, length, and clarity.