

In the Matter of a Workload Arbitration

between

George Brown College

(hereinafter referred to as "the College")

and

Ontario Public Service Employees Union, Local 556

(hereinafter referred to as "the Union")

Workload Objection of Barbara Thistle

Workload Resolution Arbitrator: Jane Watt

Appearances:

For the Union:

Barbara Thistle, Grievor
Tom Tomassi, Labour Co-Chair, CWMG

For the College:

Paula Price, Chair Nursing
Jim Ross, Management Co-Chair, CWMG

Discussion:

St. James Campus
George Brown College
Toronto, Ontario

May 3, 1995

AWARD

The Facts:

The Grievor, Barbara Thistle, a Professor of Nursing in the Health Sciences Division, alleges that the College has breached the Collective Agreement by failing to properly recognize the workload associated with her position of Coordinator, Professional Development. In presenting her case, she makes two major points: first, that there are six activities associated with her Professional Development role which total twenty-four (24) hours monthly, and that responding to calls and enquiries from staff consumes additional time; and second, that she is being treated inequitably from the other Coordinators. Prof. Thistle is requesting recognition of six (6) hours per week on her SWIF. She acknowledges that she is receiving a Coordinator's allowance but feels that that allowance is merely an incentive for people to apply for the position and does not compensate for the extra work. She also feels that she cannot be held accountable for something that is not on her SWIF. She notes that she is at the maximum teaching load, not a "full" teaching load.

The College contends that the posting for this job specifically states that the incumbent will carry a regular teaching load and will be paid a Coordinator's allowance. It further alleges that Prof. Thistle has assumed more work than is associated with the role of Coordinator, and, in her calculation of time spent, has not recognized the contribution of others to the Professional Development activity. The College asserts that a comparison with other Coordinators is not valid, as their roles and responsibilities vary from the role of Professional Development Coordinator and from each other.

As a result of a meeting between the parties, subsequent to a hearing at the CWMG, the College amended its position and reissued a SWIF which removed workload associated with curriculum committee and marketing activities and attributed it to Professional Development activities. The College also removed some of the duties, and outlined these and the remaining duties in some detail in a memo dated February 1, 1995.

Conclusion:

First, I agree with the Union that the provision of the posting is not a defense against the necessity to properly attribute workload. The posting should reflect the provisions of the Collective Agreement.

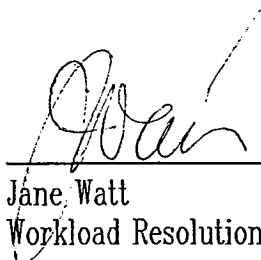
Second, I believe that the Coordinators' allowance, while it may act as an incentive, is more than that. In accordance with Article 14.03 A3 the allowance is granted in recognition of the coordinating activities in addition to teaching responsibilities. With respect to the issue of equitable treatment, it is clear to me from the posting information provided and from the evidence at the hearing that Coordinator positions vary widely in their scope and responsibility and that equal treatment would be inappropriate. Each Coordinator position should be assessed according to its requirements.

I think the College can hold Professor Thistle accountable for her performance as a Coordinator. She has entered into a contractual agreement to provide such service in a satisfactory manner by accepting an offer with the consideration being the allowance.

The College, in its revision of the SWIF has diminished, clarified and adequately recognized Prof. Thistle's committee responsibilities associated with her duties as Coordinator.

In addition, it has removed some of her regular complementary functions. It has not however, taken into consideration the amount of time Prof. Thistle must spend answering telephone enquiries and providing counsel and advice to her colleagues. Since this would be difficult to assign on a week to week basis, I think that the granting of one lieu day per year would be an adequate and appropriate way to recognize this additional work.

Dated at Komoka, Ontario, this 10th day of May, 1995.



Jane Watt
Workload Resolution Arbitrator