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January 13, 2022

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Warren "Smokey" Thomas, President,
JP Hornick, Chair, CAAT-A
Bargaining Ontario Public Service
Employees Union 100 Lesmill Rd.

Toronto, ON M3B 3P8

Re: CAAT-A Work-To-Rule January 13, 2022

Dear Smokey,

I acknowledge receipt of your letter received on Friday January 7th.

CEC/ CAAT-A Communications

I am pleased to provide you with the following response. However, at the same time, I feel compelled to note that we have yet to receive a response to our letter dated November 23 regarding the CAAT-A team's misleading and/or false statements. In fact, as noted below, not only has CAAT-A refused to address its misleading and/or false statements, they continue to spread misinformation. Certainly, this does not provide for a positive bargaining environment and productive labour relations. We continue to await your response.

With specific regard to your letter of January 7, we dispute your assertion that CEC or any College has engaged in any threatening or harmful intimidation tactics or communications. Colleges have every right to communicate factual information to all of their employees on the ongoing labour dispute. We further note that many of the CAAT-A local leadership have complained about the ongoing communication and have demanded that Colleges "cease and desist" such communications. At no time have any of the CEC communications been false or inaccurate. Colleges will continue to keep the College community fully informed.

Right to Strike

We recognize the right of CAAT-A to call for labour action. We also are entitled to underscore the rights of employees to participate in that action or to choose not to do so.



The Union has said “we are in the midst of job action which entails limiting our work to the letter of the collective agreement. This is not voluntary.” Every employee has the legally protected right to choose to participate, or not to participate, in any Union activity including work-to-rule or other strike action. It is simply incorrect to allege that identifying member rights is interfering with the Union.

Employment Requirements During Work-To-Rule

CAAT-A has directed its members to engage in strike action which it has called work-to-rule. In a work-to-rule, employees continue to perform all of their normally assigned duties albeit following policy and collective agreement requirements to the letter. In CAAT-A’s “work-to-rule instructions”, they have directed members to stop performing certain of their normally assigned duties. That is a partial walk-out, not a work-to-rule.

While it is certainly open to CAAT-A to designate any work as struck work, it must be noted that employers do not pay employees who are on partial or full walk-out. This is no different. While the College will not discipline individuals for engaging in strike activity, where employees refuse to perform a portion of their assigned duties claiming the work at issue is struck work, the College may proportionately reduce the employees’ wages. To be very clear, refusing to perform assigned duties is not work-to-rule, it is a partial walk-out. Employers do not pay employees who are not performing their duties.

The Colleges do not wish to have to reduce wages. We ask that all our employees recognize that, in a work-to-rule, in order to continue to receive their normal salary, they must perform all assigned duties. We invite CAAT-A to revise its instruction to members to clarify that all assigned duties must be performed.

CAAT-A has said that work-to-rule entails working to the letter of the collective agreement. In that respect, CAAT-A has suggested that employees follow their SWFs to the letter. As a reminder, the collective agreement requires teachers to perform such work as is necessary to deliver their assigned courses to students in accordance with the course outline to the best of their ability and the standard required by the College.

A SWF is not designed to speak to the whole of the work individual teachers do to fulfill their responsibilities within the college. It is simply a tool for consistently assigning courses across the system.

For example, the SWF attributes the same notional preparation and evaluation time in every week. However, as you know, there will be some weeks when less evaluation or preparation occurs and others when more is required. As indicated in the 2009 Joint Workload Taskforce Report, “Many of the hours generated by the formula are “attributed” hours and may or may not reflect the actual time that a teacher spends on a task. However as a broad instrument maintaining some consistency of practice across the system the SWF appears to have been generally effective.”



Many workload resolution arbitrators have commented on the function of the workload formula and the SWF. They have consistently held that the SWF does actually define the work performed by a faculty member in any given week. As arbitrator Starkman said in a May 2021 WRA award:

The formulas are negotiated and undoubtedly bear some relation to the time required to perform various functions such as preparation and evaluation/feedback, but the hours on a SWF are notional and are not related to the actual time that a particular teacher spends in preparation or student evaluation in a particular course.

Ongoing Bargaining and Next Steps

On numerous occasions, CAAT-A has alleged that CEC is not prepared to continue to bargain or has “walked away” from bargaining. We remind you of the statement made by J.P. Hornick at conciliation on November 18 indicating that the CAAT-A offer represented their team’s bottom-line proposal. She further said that CAAT-A had gone “as far as we are able to go” on key priorities.

As we’ve communicated on multiple occasions, we invite the CAAT-A team to rejoin us in conciliation once they have removed the demands they know the Colleges cannot ever agree to. As well, the CAAT-A bargaining team has failed to respond to our offer of November 23, 2021, which is actually the last offer that has been presented.

Terms and Conditions

On December 13, the Colleges introduced terms and conditions that enhanced wages and benefits for employees. Since that time, CAAT-A has been claiming that these terms and conditions are negatives and vilifying the Colleges for providing these new and improved terms for employees. We ask that you stop misrepresenting this action or the impacts of the terms introduced. Is OPSEU really asking us to reduce salary and diminish benefits?

Students

We note that putting Students first has been a central theme in CAAT-A communications. We share that concern and remain hopeful that the impacts of this labour dispute on students will remain minimal. We ask that academic employees not involve students in bargaining and refrain from inappropriately responding to students with unhelpful and anti-college messaging. While the Union is within its right to determine what activities it considers struck work, telling teachers and instructors to not upload material and recordings to the LMS system violates College accessibility mandates. If work-to-rule is truly not about impacting students, then this directive is contrary to that promise.

Conclusion



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We ask that you instruct the CAAT-A team to stop threatening escalating action, think about the impacts of their actions on students, and rejoin us at the bargaining table once they moderate their demands.

Sincerely,

Graham Lloyd, on behalf of the CEC Bargaining Team

CEO of CEC

c. CEC Bargaining Team