



To:	Derek Stockley, Associate Vice-President, Academic Heather Black, Director, Client Services, Employee & Labour Relations
CC:	(see list below)
From:	Miloš Vasić, Acting President, Humber Faculty Union (OPSEU 562)
Date:	3 March 2022
Subject:	Phase 3 of the Work-to-Rule campaign

Hello Heather and Derek,

I'd like to provide some pertinent information about Phase 3 of the Work-to-Rule campaign, which took effect on 2 March 2022. Phase 3 continues all aspects of Phases 1 and 2, with the addition of several new elements (which are listed on the next page).

The broad aim of Phase 2 was to limit ourselves to contractual workload hours as much as possible. For full time faculty, this means sticking to the total hours listed in their SWF, while for partial-load faculty, it means sticking to 2.17 hours for each TCH or teaching contact hour (e.g., 12 TCHs translates into 26 workload hours). For counsellors and librarians, this means sticking to 35 hours per week.

Also during Phase 2, the CAAT-A bargaining team designated certain types of tasks and activities as "struck work," meaning that the bargaining team gives faculty direction how to engage in these activities, or instructs them not to do the activity at all. The CAAT-A team's right to do this is enshrined in the *Colleges Collective Bargaining Act*. The College can neither interpret the parameters of struck work, nor argue that a college policy takes precedence over struck work.

Department meetings, open houses, orientations, committee activities have been struck, along with, more generally, the portion of time required to perform College-initiated tasks over and above the SWFed or contractual stipulation. For program coordinators, where their specific duties have not been "reduced to writing," the bargaining team gives PCs the latitude to prioritize tasks within their PC time allotment, rather than take direction from their Associate Deans. Counsellors and librarians are similarly free to prioritize how to structure their 35 hours per week. During non-teaching periods (e.g., Reading Week or transitional weeks between semesters), struck activities are doubly "struck" because these times are governed by Article 11.08 of the Collective Agreement.

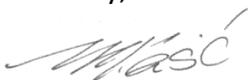
Struck work in Phase 3 has been expanded to include grades. We will continue to communicate grades to students, but we will not enter those grades in Banner/MyHumber, or permanently house those grades on Blackboard. Moreover, because grading typically becomes more demanding in the back half of the semester, we will keep written feedback to a minimum to stay within workload hour limits.

Course modality, too, now falls within the orbit of struck work. This means:

1. **Faculty will not teach “hyflex” courses.**
 - Where faculty have been instructed to resume a class in hyflex mode after March 7, they will either teach in-person, online or a mix of both (but never simultaneously, as demanded by the hyflex model).
2. **Faculty in online classes decide whether to teach synchronously or asynchronously, as well as whether to record content.**
 - For faculty teaching an online course, they alone decide whether the content is best delivered synchronously or asynchronously. If synchronously, then they will decide whether to record the content, unless, of course, there is a student accommodation explicitly requiring recordings. Faculty are strongly encouraged not to store any recordings on Blackboard.
3. **Faculty decide whether to pivot back to in-person teaching.**
 - If faculty are currently teaching a class online and have been directed or scheduled to resume it in-person after March 7, faculty may remain online if they identify a pedagogical reason to do so. This does not apply to faculty who have already been teaching in-person since January 28 (such as in labs).

Let’s remember that *no one* wants to be in the current situation, but we are here because of the (in-) actions of the CEC: they refuse to return to the bargaining table after a reckless forced ratification vote, and yet they stonewall an immediate end to this round of contract negotiations via a neutral, third-party arbitrator. Every day that passes in Phase 3 is a day that the CEC takes labour relations in the college system hostage. The CEC is accountable to the 24 College Presidents, and as such, Humber’s senior administration is answerable to the thousands of students and their families for this lamentable situation of precariousness. So, I ask you: will you do right by your students and faculty by instructing the CEC to agree to binding arbitration? The sooner the CEC can be made to see – contrary to their messaging – that “splitting the difference” is the essence of a fair negotiation, the sooner we can all get back to building collegial, collaborative relations at Humber.

Sincerely,



Miloš Vasić, PhD

Professor, Society Culture & Commerce (FLAS) | Acting President, Humber Faculty Union

CC.

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