



18.3

CAAT-A

Bargaining Procedures



Approved by March 8-9, 2017 Executive Board Meeting

18.3 CAAT Academic Bargaining Procedures

1. Purpose and Structure of the Division

- 1.1 The CAAT Academic Division consists of the employees in the community college academic staff bargaining unit represented by OPSEU. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the unit have legislated rights with respect to votes conducted under the Colleges Collective Bargaining Act.
- 1.2 The Division is a ministry division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division elects a negotiating team which, in accordance with these procedures, negotiates collective agreements with the employer on behalf of the members.
- 1.4 The Division also elects a Divisional Executive (DIVEX), which has certain responsibilities for collective bargaining as set out in the procedures below. The other responsibilities of the DIVEX are outlined in the Bylaws of the Division.

The bylaws of the CAAT-Academic Division shall be interpreted as requiring election by majority vote to the Division Executive, its Officers and its subcommittees.
(October 23-24, 1991 B, p. 29)

2. Preparing for Negotiations -- The Pre-bargaining Conference

- 2.1 Before locals set their demands for the next round of negotiations, the President shall convene a Pre-Bargaining Conference (PBC).
- 2.2 The purpose of the PBC shall be to identify a number of broadly-based issues that are relevant to the forthcoming round of negotiations, examine them in some depth, and provide guidance and recommendations to local demand-setting meetings.
- 2.3 The agenda of the PBC shall be prepared jointly by the DIVEX and the administration of the Union. The DIVEX shall consult its committees and the previous negotiating team for their input. The Union administration shall involve the staff, for example in preparing background material, obtaining costings, booking the PBC and preparing kits for workshops.
- 2.4 The PBC shall be attended by delegates according to the formula laid down in Article 13.4 (a) of the Constitution. The local president (or on his/her absence, the local Vice-President) shall be the automatic first delegate. All other delegates shall be elected by a majority of the voting members at a local membership meeting. One delegate should also have been elected as a member of the BAC. In locals with only one delegate to divisional meetings, the BAC member should attend both the PBC and Final Demand Setting as an alternate or observer.
- 2.5 Prior to the PBC, members from each local shall elect one (1) of the delegates to represent the

local on the Bargaining Advisory Committee (BAC). The full BAC is comprised of one (1) member from each local, plus 8 partial-load members. The role of the BAC is to provide confidential advice and insight to the bargaining team as needed and requested by the team, and to support mobilization efforts, in accordance with the BAC terms of reference. The representative to the BAC should be someone other than the local president or a member of the DIVEX.

- 2.6 Any member of the DIVEX who is not entitled to attend the PBC under Section 2.4 shall also be entitled to attend as an automatic delegate. Executive Board Members may attend the PBC meeting as delegates only if entitled or elected as part of their local delegation, otherwise they can attend as guests with no vote.
- 2.7 Union staff and Executive Board Members, as assigned by the President, shall also participate.
- 2.8 The PBC shall be chaired by the President or his/her designee. If the President does not appoint a designee, then the automatic designee shall be the Chair of the Divisional Executive or designee.
- 2.9 The PBC shall identify a maximum of 10 reasonably specific issues that it will recommend to the locals as priorities for their consideration in demand-setting. The various options shall be supported by background research and costing. Locals will be encouraged to choose from among the proposed options, while remaining free to add to or subtract from them.
- 2.10 Following the PBC, the bargaining team, after consultation with the DIVEX, shall also develop an optional General Membership Survey (GMS) to be administered and tabulated by the locals prior to their local demand-setting meeting, if they so desire. The purpose of the GMS is to stimulate membership consideration of preferences and priorities, and help the members focus more clearly on the demands they will adopt at their demand-setting meeting.

3. Preparing for Negotiations -- Election of Negotiating Team

- 3.1 The delegates to the pre-bargaining conference shall then elect from among themselves, at large, a seven (7) member negotiating team. To be elected, each member must obtain a majority, with run-off votes if necessary.
- 3.2 Candidates for the team will be encouraged to declare themselves at the outset, thus allowing delegates to evaluate their abilities before the election is held. Nominations for the team will take place late in the first day, speeches and elections the following day.
- 3.3 Two (2) alternates shall also be elected, using the default method, i.e. the two highest runners-up in the election for the team shall be deemed to be first and second alternates, respectively. An alternate shall take part in negotiations only when replacing a regular team member who is permanently unable to continue. If necessary, the President shall decide if a team member is permanently unable to continue. If the member being replaced was chair or vice-chair of the team, the alternate shall not automatically assume that position.
- 3.4 The chair and vice-chair of the team shall be elected by and from the team members.
- 3.5 A staff negotiator and a staff researcher shall be assigned by the President to assist the team. The team shall also have ongoing access to a CAAT-A grievance officer, as well as campaigns and communications staff as needed, as determined by the team and the CAATA supervisor.
- 3.6 The DivEx members shall engage in organizing efforts to support negotiations, in consultation

with and at the request of the team.

Preparing for Negotiations - Bargaining Advisory Committee (BAC)

- 3.7 There shall be a Bargaining Advisory Committee (BAC) consisting of one (1) member **elected** from each local's delegates to the pre-bargaining conference elected in accordance with Article 2.4 prior to the PBC, plus 8 partial load members appointed by the DIVEX in accordance with Article 3.8. BAC members ideally should be someone other than the local president, and should not be a member of the bargaining team nor the DIVEX.
- 3.8 Nominations for the eight (8) partial-load (PL) members on the BAC are to be sent to the DIVEX either from the locals or directly from partial-load members themselves within the two (2) weeks following the pre-bargaining conference. Nominations should include a CV and statement of interest from the nominee. Members will be selected from these nominations and the DIVEX will pay particular attention to diversity, interest, background, experience to ensure:
- That each region is represented appropriately;
 - That there is representation from small, medium, and large colleges; and
 - That the viewpoints of PLs are adequately represented and considered.
 - Within 2 months following these appointments, a training session about their roles and responsibilities, as well as the bargaining cycle, will be provided by the DivEx, bargaining team, and staff negotiator for all members of the BAC.
- 3.9 The BAC's role will be to provide confidential advice and insight to the elected bargaining team as needed and requested by the team throughout negotiations, through the use of digital technology and/or conference calls. Each member shall respect the full confidentiality of the bargaining process and shall not share or discuss information except with the DIVEX, the bargaining team, other members of the BAC and local presidents. Each member will make every effort to be available to participate as needed and to represent the viewpoints of their constituencies. The unavailability of any member of the BAC will not delay the consultation process, and all feedback must be provided within the very tight timeline established by the team. The functioning of the BAC will be facilitated at the direction of the bargaining team.
- 3.10 Following the settlement of the 2017 Collective Agreement, the DIVEX will review the role and functioning of the BAC and make recommendations for proposed changes, if any, to the next Divisional meeting and from there to the Executive Board.

4. Preparing for Negotiations -- Local Demand-setting

- 4.1 Within one week after the PBC, a notice shall be sent to the president and next ranking officer of each local, requesting them to convene a local membership meeting to set demands and establish priorities for negotiations, and to elect delegates to the final demand-setting meeting.
- 4.2 With the notice there shall be an information kit, containing among other things:
- a) a copy of these procedures;
 - b) the time frames for local and final demand-setting meetings;
 - c) the recommendations of the PBC;
 - d) the GMS forms (the use of which is optional); and
 - e) forms on which to record the local's official proposals (with supporting documentation).

- 4.3 Normally, proposals shall be presented in person by the members attending the local demand-setting meeting. However, proposals and supporting documentation may be submitted in writing, in advance, by members unable to attend.
- 4.4 The duty of local leaders is to maximize ownership and participation by the members in the demand-setting process. They shall bring the PBC recommendations before the members for their information and consideration.
- 4.5 Locals are required to identify and rank their top 10 priorities, using the guidance provided by the PBC. The purpose of prioritization is to emphasize that there is a limit to the number of viable proposals, and that members must make meaningful choices when they set their demands. In summary, the demands should be (a) relatively specific, (b) relatively limited, and (c) ranked in order of importance. Every attempt will be made to have a bargaining team member attend the local meeting if requested by the local.
- 4.6 The only proposals that will be considered official are those adopted by majority vote at the local demand-setting meeting (at which a quorum must be present -- see the Constitution, Article 29.8.2), entered on the appropriate forms, signed by two local officers to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at Head Office by the date specified in the information kit.
- 4.7 Locals that have carried out the GMS shall forward the results along with their local demands.

Preparing for Negotiations -- Election of Delegates

- 4.8 Following the setting of demands, the local meeting shall elect delegates to the final demand-setting meeting, according to the formula laid down in Article 13.4(a) of the Constitution. The local president (or in his/her absence, the local vice-president) shall be the automatic first delegate. All other delegates shall be elected by a majority of the voting members.
- 4.9 Each local is entitled to elect a maximum of one (1) alternate to attend the final demand-setting meeting, at the local's expense. Such alternate may attend as an observer, with no voice or vote, and will only participate (with voice and vote) when replacing a delegate who is permanently unable to continue.
- 4.10 Notwithstanding the provisions of Sections 4.8 and 4.9 with respect to the time and place of the election, locals may elect their delegate(s) and alternate in accordance with their approved local bylaws, or in the absence of bylaws, at other times and/or places which are in accordance with the Constitution.
- 4.11 The name, address, telephone numbers and email address of each delegate and alternate entitled or elected to attend the final demand-setting meeting shall be included with the local proposals sent to the regional office, to enable Head Office to provide sufficient accommodation, seating, documents and other information.
- 4.12 Even if a local does not submit demands, or the demands do not meet the rules, local delegates will not be disqualified from attending or voting at the final demand-setting meeting.
- 4.13 Members of the previous negotiating team, and Executive Board Members may attend the final demand-setting meeting as delegates only if entitled or elected as part of their local delegation, otherwise they can attend as guests with no vote. The members of current

Divisional Executive and the current Negotiating Team are delegates in their own right.

5. Preparing for Negotiations -- Final Demand-setting

- 5.1 Only members who are qualified under Sections 4.8 to 4.13 above may attend the final demand-setting meeting. Union staff, as assigned by the President, shall also participate with voice but no vote.
- 5.2 Local demands that meet the requirements set out in Section 4.6 above shall be compiled into kits for the final demand-setting meeting. The kits, to be prepared by the bargaining team and union staff, shall contain among other things:
- a) the demands of each local, including its 10 top priorities;
 - b) an outline of proposed mobilizing efforts and activities; and
 - c) the results of any GMS held by a local.
- The kits shall be mailed from Head Office so as to reach the delegates and alternates at least one week before the meeting.
- 5.3 A two-day final demand-setting meeting shall be held in Toronto on the weekend specified in the notice referred to in Section 4.2. It shall be chaired by the chair of the division, if a delegate of his/her local. If not, the divisional chair shall chair the meeting but without a vote.
- 5.4 The local priorities will be tallied, weighted and ranked in order of importance. The tally will serve as the agenda and establish the order for discussion and debate. Demands will be set, based on the issues set forth in the tally. After the demands are set, they will be prioritized using a weighted balloting system (1 to 10).
- 5.5 The Chair shall allocate the time of the meeting to ensure, as far as possible, that all proposals are discussed and dealt with. Decisions shall be taken by majority vote. Consistent with the rule at local demand-setting, only those proposals adopted by the final demand-setting meeting will be presented to the employer. However, this does not preclude the team from responding to employer initiatives or to changes in legislation.

6. The Negotiating Process

- 6.1 By virtue of its election mandate, the negotiating team has the authority and responsibility to negotiate a collective agreement that as nearly as possible achieves the bargaining goals and priorities set by the members through the demand-setting process.
- 6.2 The team and DivEx is at all times accountable to the membership. While the give-and-take of bargaining is necessarily confidential, the team shall develop an effective communications strategy, with appropriate funds provided, so that local officers and members will be able to understand and identify with the process. This strategy shall, at a minimum, encompass the following principles and methods:
- 6.2.1 Principles:
- a) introducing the team, BAC, Divex, and staff, and outlining their roles.
 - b) explaining the bargaining process and rationale for major strategic decisions.
 - d) detailing the union proposals, with rationale.

- e) identifying and explaining the employer's demands.
- f) explaining difficult issues as negotiations progress.
- g) conveying key changes in position by either side.

6.2.2 Methods:

- a) factual communications to all members.
- b) factual communication with local presidents and executives.
- c) face-to-face meetings with locals.
- d) liaison with print and electronic media, by geographic region.
- e) liaison with constituencies outside the membership.

6.3 Local officers share the responsibility of communicating with their membership and furthering an understanding of the demands, the process and the decisions that the members will be called upon to make.

6.4 The chair of the team (or, in the chair's absence, the vice-chair) shall:

- a) chair all meetings of the team and provide team leadership;
- b) with the assistance of the team and assigned staff, draft negotiations bulletins, which shall be submitted to the Communications Department for final preparation and to the President for authorization.
- c) explain allowable expenses and countersign team expense claims in accordance with union policies;
- d) in emergency situations, using discretion, provide food, refreshments and incidentals for the team during negotiating sessions, such expenses to be accompanied by receipts.

6.5 The assigned staff members shall attend all meetings of the team, with voice but no vote.

6.6 Decisions of the team shall be taken in as informal and consensual a manner as possible. However, where consensus cannot be achieved, and after all team members have had an opportunity to express their views, the team shall decide the matter by vote.

6.7 The bargaining team is required to consult with the local presidents and the BAC before signing a tentative agreement. Within the very tight timeframe established by the bargaining team, the BAC and the local presidents will be able to confidentially review the final package before the bargaining team agrees to any tentative settlement. The bargaining team alone will make the final decision on any settlement and the team may accept or reject the feedback from the BAC or presidents. Costs, if any, for BAC member activities must be pre-approved by the Negotiations Supervisor.

6.8 The team is governed by the union's policy on Solidarity and Dissent. Team members shall maintain public solidarity while bargaining is in progress. However, a member who dissents from a proposed collective agreement shall have the right to include a written dissent in the negotiations bulletin that explains and recommends the settlement to the members.

7. **When Negotiations Break Down**

- 7.1 If bargaining breaks down, the team shall continue to keep local officers, the BAC, and members fully informed, in accordance with the principles and methods of communication outlined in Section 6.2 above.
- 7.2 The timing of a membership vote on the employer's final offer must be formally requested by the employer and determined by the OLRB. Nevertheless, the team shall communicate clearly and in detail to the membership the offer being voted on, prior to such vote. The members shall also be advised of the implications of their vote in terms of renewed negotiations, possible strike vote, etc.
- 7.3 The majority required to confer a strike mandate is a majority (more than 50%) of the members of the bargaining unit who cast valid ballots.
- 7.4 At the time of a strike vote, the team shall inform the membership of the terms of the current employer offer. The team shall advise the members that if a strike mandate is given, the team has the authority to decide if and when a strike shall be called.
- 7.5 Following an affirmative strike vote, there shall be a meeting of the team and the local presidents for consultation and advice on future action, including the possibility of renewed bargaining, the setting of a strike date, or alternatives to a strike. Following such meeting, the members shall continue to be kept fully informed.
- 7.6 In the event that a strike is called, the strike shall be administered in accordance with the Union's Strike Policy.

8. Ratification of Settlement

- 8.1 When a tentative settlement is reached, there shall be a meeting of the team and the local presidents to explain the settlement prior to a ratification vote by the members.
- 8.2 The tentative settlement shall be placed before the bargaining unit for ratification in accordance with the Colleges Collective Bargaining Act. If ratified, the resulting collective agreement shall be signed by the negotiating team and the President of the Union.
(December 5-7, 1990 B, p.18)

