



COLLEGE
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CONSEIL DES
EMPLOYEURS
DES COLLÈGES



College Employer Council Response to Union Proposal U-18

Presented by:
The College Employer Council
(on behalf of the Colleges of Applied Arts and
Technology)

To:
The Ontario Public Service Employees Union
(for CAAT Academic Employees)

October 1, 2024

8.02 A and 8.02 B

CEC maintains its rejection of these proposals

CEC maintains that there is already an option for the Union to purchase time under article 8.04. CEC is not prepared to increase its subsidy of Union business beyond what is currently provided in the Collective Agreement.

8.03 A and 8.03 B

CEC maintains its proposals in M9

CEC's proposal aims to bring the amount of union release time for bargaining more in line with the norm in labour relations. We have equity in mind too and are proposing changes to the language to bring the article in line with what is offered to Full Time Support Staff in Colleges and to employees in other bargaining units in Ontario.

This proposal has nothing to do with anti-union sentiment and everything to do with negotiating efficient renewal collective agreements. During the last round of bargaining, the process extended well over 2 years with lengthy periods of time during which no face-to-face bargaining occurred. The committee continued to be on paid release during this full time-period to a cost of \$1.5 million. This type of union leave provision is an extreme outlier, even in our own sector.

This proposal takes into account direct bargaining days and preparation time, with the union having the option to pay the difference if it so chooses.

8.04 A & B

CEC maintains its counterproposal

The CEC's counterproposal was also drafted with equity in mind. Full-Time employees must be employed in the bargaining unit for at least a year prior to being eligible for release for union business. Furthermore, CEC's proposal maintains the partial-load's accumulation of service credits by adding the Union purchase over and above their partial-load contract.

CEC's proposal offers more time to 8.04 B. There is no equity issue as we have increased the amount of time available to be purchased. OPSEU has the ability to reimburse the Colleges for such release.

8.05 A

CEC does not agree with OPSEU's counter-proposal and maintains its proposal

CEC's proposal recognizes the employer's fundamental right to assign workload and the Union's right to purchase time for Union business. It is unclear to us why the Union needs to know the specifics of an individual's SWF before advising the College as to how many teaching contact hours they wish to purchase. The Union is free to determine the number of hours it needs to accomplish Union business in alignment with Article 8.04 B. At the local level, the parties may address operational issues that arise throughout the year and implement transfers of Union purchased time from one individual to another, as needed.

8.06

CEC maintains its counter-proposal and its rejection of OPSEU's proposal

CEC's proposal allows for the equitable participation of partial-load faculty members in union business.

Letter of Understanding Re: Signing of the Collective Agreement

CEC maintains its proposal

Once the agreement has been ratified, the Agreement is legally binding, whether or not it is signed. At this stage, finalizing the minutia of translation and publishing of the Agreement is the appropriate responsibility of CEC and OPSEU staff. There is no need to extend the offload of bargaining team members to oversee these final technical elements given that their contributions to the bargaining process are complete.

The CEC reserves the right to add to or to modify these proposals during the course of bargaining.