

**UNION PROPOSALS
Revised Proposal for U6**

FOR THE MODIFICATIONS TO THE COLLECTIVE AGREEMENT

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff

(the “Union”)

And

The College Employer Council

The “Employer”

The Union proposes the continuation and renewal of the current provisions in the collective agreement (including relevant Schedules, Letters of Understanding, Memoranda of Agreement or Settlement, Appendices and Letters of Agreement or Understanding), with the exception of the following modifications;

The following Union proposals are tabled without prejudice. Further the Union reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective October 1, 2024.

It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement.

Article 32

GRIEVANCE AND ARBITRATION PROCEDURES

32.03 B

Arbitration Procedure

Union does not agree with CEC counterproposal (Revised M4)

CEC’s Counterproposal

Arbitration Procedure

32.03 B If a matter is referred to arbitration, the process contained in this Article shall apply or, by mutual agreement of the College and the Union Local, the process contained in Article 33, Expedited Arbitration Process, may be utilized.

Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by a sole arbitrator selected from the following list:

- | | |
|---------------------------|---------------------------|
| H. Beresford | J. Parmar |
| <u>A. Durette</u> | S. Price |
| M. Flaherty | <u>D. Randazzo</u> |
| E. Gedalof | S. Raymond |
| J. Hayes | C. Schmidt |
| N. Jesin | D. Starkman |
| W. Kaplan | L. Steinberg |
| <u>J. Kugler</u> | B. Stephens |
| P. Knopf | J. Stout |
| <u>L. Lawrence</u> | <u>S. Thompson</u> |
| D. Leighton | M. Wright |
| K. O’Neil | |

Add two Indigenous Arbitrators

Representatives of the CEC and the Union shall meet monthly to review the matters referred to arbitration and agree to the assignment of an arbitrator to hear each of the grievances. The arbitrator shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time, by mutual agreement, add further names to the list.

The College and Union Local may agree to schedule grievances with arbitrators from this list on dates provided by arbitrators to the Joint

Grievance Scheduling Committee that were not scheduled through the assignment process.

Also, the parties may agree to a supplementary list of persons to act on a single or number of occasions.

The College or the Union may, prior to selection of an arbitrator, decide to have the matter heard by an arbitration board. The selected arbitrator shall chair the board. The College and the Union shall each appoint its nominee within ten days of the appointment of the Chair and forthwith notify the other party and the Chair.

The balance of Article 32 remains unchanged

Union Rationale for Rejection

The system requires an increased number of arbitrators, not simply a rollover of those who have left the system. More arbitrators means more available dates, and more grievances being scheduled and resolved. As of September 30th, 2024, there are 324 grievances system wide waiting for scheduling, dating back as far as 2020.

As noted by OPSEU at the table, our understanding is that D. Leighton has changed practice to mediations and is no longer conducting arbitrations. The union agreed to two of the proposed arbitrators from the CEC (Lawrence and Randazzo), if the CEC would be willing to accept two of ours. We have not yet received a response to this request.

**Article 32
GRIEVANCE AND ARBITRATION PROCEDURES**

Union maintains its counterproposal

Union Counterproposal –

Arbitration Procedures

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W. Kaplan
P. Knopf
~~D. Leighton~~
K. O'Neil

L. Steinberg
~~B. Stephens~~
~~J. Stout~~
M. Wright

Kevin Banks
Bernard Fishbein
Mireille Giroux
Heather Ann McConnell
Sara Slinn
Dan Harris

Adam Beatty
Amal Garzouzi
Colin Johnston
Annie McKendy
Paula Turtle
Johanne Cavé

Add two Indigenous Arbitrators

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~~The College and Union Local may agree to schedule grievances with arbitrators from this list on dates provided by arbitrators to the Joint Grievance Scheduling Committee that were not scheduled through the assignment process.~~

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Union Rationale for Counterproposal

The CEC and OPSEU have a joint commitment to clearing the vast backlog of grievances currently in scheduling. As of September 30th, 2024, there are 324 grievances system wide waiting for scheduling, dating back as far as 2020. Out of the last 390 grievances that have had arbitration dates denied, the Colleges are responsible for 378 of them. Each of these grievances deal with important issues to members and Union Locals, and swift resolutions to these grievances are needed.

The system requires an increased number of arbitrators, not simply a rollover of those who have left the system. More arbitrators means more available dates, and more grievances being scheduled and resolved.

The Joint Grievance Scheduling Committee is a collaborative process between the Academic and Support bargaining units. Introducing language into the Academic Collective Agreement may lead to dates being available for the Academic side, and not the Support side. Processes which make use of dates which have been refused repeatedly should be addressed in the Terms of Reference for the Joint Grievance Scheduling Committee making those dates available for both Academic and Support Staff.

Modification of Letter Re: Grievance Scheduling

Union maintains its counterproposal

Union Counterproposal

Modification of Letter Re: Grievance Scheduling

The parties agree that it is their mutual desire that complaints be adjusted as quickly as possible. In order to better achieve this goal, the parties further agree that for the purposes of the scheduling of grievance arbitrations, neither party shall be entitled to refuse more than ~~two~~ **one** tentative arbitration dates on any grievance.

Subsequent requests for adjournments will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

Union Rationale

Out of the last 390 grievances that have had arbitration dates denied, the Colleges are responsible for 378 of them. In addition to adding arbitrators, it is clear that the colleges are disproportionately refusing dates which are scheduled by the Joint Grievance Scheduling Committee. Reducing the available number of refusals will ultimately result in fewer lost dates, and a speedier resolution to back dated grievances.

Union Grievance

32.09

Union maintains its proposal in U6

Union Proposal

32.09 The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the

~~Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular Grievance Procedure for personal or group grievance shall not be by passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.~~

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage of the Grievance Procedure detailed in 32.02.

Union Rationale

Current processes prevent the Union Local from grieving anything which could otherwise be grieved by an individual. This has led to situations where Union Locals are aware of violations of the Collective Agreement, but are unable to take action, as faculty may feel pressures not to file a grievance because of precarity, or probationary status, amongst others.

This proposal streamlines the grievance process to ensure that, when identified, violations of the collective agreement can be resolved in a speedy process.

32.11 C

Definitions

Union maintains its U6 proposal

Union Proposal

32.11 C "Grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement **or college policy or practice.**

Union Rationale

Clarifies that a grievance can be filed for violations of college policies/practices.