



Academic Bargaining 2024

Union responses to Management Proposal - M4

Article 32

Presented by:

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

To:

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

July 29, 2024

ARTICLE 32

Amend 32.03 B

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
M. Flaherty	S. Price
E. Gedalof	S. Raymond
J. Hayes	C. Schmidt
N. Jesin	D. Starkman
W. Kaplan	L. Steinberg
P. Knopf	B. Stephens
D. Leighton	J. Stout
K. O'Neil	M. Wright

Add two Indigenous Arbitrators

(Management will provide the CAAT-A bargaining team with a list of potential arbitrators in a future proposal)

Please refer to U6.

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,

Faculty team is finalizing our list.

The proposed language introduces the capacity for colleges to select arbitrators for dates

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.

circumventing the blinded scheduling process introduced by the Joint Grievance Scheduling Committee.

Furthermore, most dates which are lost to grejection are owing to the colleges refusing dates.

Our records indicate that, since 2020, 237 dates have been rejected by College management, while union locals have rejected a total of 6 dates [note: verifying]

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.