

IN THE MATTER OF:

INDUSTRIAL INQUIRY COMMISSION

BEFORE

COMMISSIONER WILLIAM KAPLAN

**SUBMISSIONS ON BEHALF OF THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3903**

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**SUBMISSIONS ON BEHALF OF THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3903 TO THE INDUSTRIAL INQUIRY COMMISSION
APRIL 23, 2018**

Introduction

1. This Commission was established to facilitate attempts to resolve the outstanding issues between the Canadian Union of Public Employees Local 3903 and York University, to inquire into the matters outstanding between them and into the reasons that collective bargaining has not resulted in negotiated agreements, and to make recommendations to the Minister.
2. The Union believes, as it has always believed, that a negotiated solution was and is possible.
3. The Union has steadily and consistently sought to reach agreements on the outstanding matters through free collective bargaining. The Union has been clear throughout bargaining that the solutions lie with discussion and negotiation. The Union has repeatedly modified its demands in efforts to limit and reduce outstanding differences and bring the Employer to the bargaining table to reach negotiated solutions.
4. Despite the Union's desire to engage in meaningful collective bargaining, the Employer has steadfastly sought to eschew bargained solutions to the core issues and instead to go to interest arbitration. Rather than reach an agreement between the Parties to the collective agreements and determine the path they will take, the Employer wants to let a third party determine the future for them. The Union submits that the reason this inquiry is necessary is the Employer's failure to engage at the collective bargaining table in a real attempt to reach a bargained conclusion.

5. The underlying core issues are clear. Fundamental and unilateral changes to the graduate student funding model during the currency of the expired collective agreements has direct, tangible effects on members of the bargaining units that involve graduate students and threatens the very survival of one of the three bargaining units. With respect to contract faculty, the need to address employment stability and job security is critically important and demands a real and thoughtful discussion.
6. The Union asks the Commission for recommendations that will underscore the importance and the necessity of collectively bargaining together to reach negotiated agreements on these issues.

Background

7. The Canadian Union of Public Employees, Local 3903, has been engaged in a legal strike against York University since March 5, 2018.
8. In June 2017, the Union gave notice to bargain and requested disclosure in respect of collective agreements for three of its bargaining units, all of which expired August 31, 2017.
9. The parties exchanged proposals on October 16, 2017. The Parties met periodically during the fall of 2017. The Union filed for conciliation on December 4, 2017. Commencing January 8, the parties met biweekly in conciliation. In February, the Union applied for "no board" reports in respect of all three bargaining units. By letters dated February 16, 2017, the Ministry of Labour issued "no board" notices in respect of all three units.

Parties' initial proposals, tabs 1 and 2

"No Board" reports from Ministry of Labour, tab 3

10. On March 2, the Union held votes on the Employer offers outstanding at that time. All three units voted to reject the Employer's latest offers.
11. On March 5, the Union commenced its legal strike.
12. On March 20, the parties met in bargaining with the assistance of a mediator. Although the Union significantly revised its proposals, a significant number of issues remained outstanding, including core issues between the Parties.
13. On March 27, the Employer applied to the Minister of Labour to direct a last offer vote. This vote was conducted in respect of all three units between April 6 and 9, 2018. All three units overwhelmingly rejected the Employer's last offer.

Applications to the Minister of Labour, tab 4

Vote Officers' Reports, units 1, 2 and 3, tab 5

14. On April 13, 2018 the Minister of Labour appointed Commissioner William Kaplan pursuant to section 37 of the *Ontario Labour Relations Act* to chair an Industrial Inquiry Commission. Between April 15 and April 20 the Parties engaged in mediation with the assistance of Commissioner Kaplan. The Parties have not reached agreements for renewal collective agreements.
15. There are a number of significant issues outstanding between the parties which affect all three bargaining units, including an Employer demand to delete existing limits on the use of technology, and other bargaining unit specific issues outstanding including language relating to "blended"

courses – courses with both physical and online components – in unit 2. The Parties are still far apart on across the board wage increases. Language regarding equity proposals such as the Sexual Violence Survivor’s fund and anti-racism initiatives is still outstanding. These and other issues remain to be resolved. In addition, there are specific core issues relating to each bargaining unit which remain unresolved. These are discussed immediately below.

Summary of CUPE proposals and Employer responses as of March 21 2018, tab 6

CUPE 3903 Bargaining Proposal Package as of April 16th, tab 7

Items signed off current to April 16 2018, tab 8

Major Issues: Unit 1

16. For Bargaining Unit 1, the central issues outstanding included:

- regularization of and inclusion of the graduate student funding package in the collective agreement;
- ensuring payment of funding over the course of summer months; and
- maintaining the current level of “ticketed appointments” to Course Director positions in Unit 1
- working towards a fair distribution of ticketed across faculties and among equity seeking groups

Altered funding model for graduate students - Protection of funding within the collective agreement

17. In September 2016, during the life of the most recent collective agreement, York University significantly altered its funding model for

graduate students, introducing what they called a “fellowship model” which injected significant uncertainty into the relationship between student funding and the collective agreement, into the timing of receipt of student funds by graduate student employees, and into the stability and predictability of funded income.

18. Under previous collective agreements, graduate students had stable, predictable income based on a combination of teaching assistant wages, a stipulated grant-in-aid set out in the collective agreement, and Graduate Funding Assistance (tuition rebates) set out in the collective agreement, and a “minimum guarantee” of funding which was also mandated by the collective agreement.

19. The new “fellowship” model moves significant funds – the existing “minimum guarantee” – into the new Fellowship. The employer’s proposal on the table in this round of bargaining removed the existing protected grant-in-aid and Graduate Funding Assistance (tuition rebate) into a direct deposit “TA financial deposit” – a once per term payment into a student account system out of payroll and into the system administering tuition as well, removing these items from protection of the Collective Agreement and causing, for example, payment of funds to bargaining unit members not in accordance with the usual payment timeframes, resulting in at least one grievance, filed December 13, 2016.

**Grievance concerning payment of Minimum Guarantee,
December 13, tab 9**

20. A priority for the Union in respect of Unit 1 was to regularize the new funding model and include it clearly in the collective agreement to ensure its predictability and stability over the life of the agreement. The Union wants to negotiate which would ensure that funding is paid during the

summer, and that clawbacks to cover tuition other employment income and a range of other scholarships and grants are explicitly and clearly limited.

21. Without these negotiated protections, members of Unit 1 stand to lose control over their own income under the new system.

"Ticketed appointments"

22. Prior collective agreements have contained provisions in Article 10.01.1 allowing a certain number of members of Unit 1 to be appointed to course directorships. These appointments are known as "tickets" or "ticketed appointments".

23. The employer proposed virtually doubling the number of ticketed appointments during the life of the renewal collective agreement. The Union is opposed to any increase in ticketed appointments.

24. Increasing ticketed appointments decreases the amount of work available for sessional appointments in Unit 2, and concomitantly erodes the security of members of the sessional faculty bargaining unit. In addition, it places course directorships in the hands of graduate students rather than experienced qualified contract faculty.

25. The Union has also proposed that language be added to ensure that "ticketed" appointments are subject to ensuring that at least half of all ticketed appointments are appropriately made from within the designated equity groups, and also to require equitable distribution across faculties.

26. The Employer has continued its insistence on dramatically increasing the number of ticketed appointments, and has not agreed to the Union's equity proposal.
27. The Employer's request to increase the numbers of ticketed appointments highlights an inconsistency in the Employer's view of who should deliver course content; on one hand, they insist on the right to inflate qualifications which become so high as to exclude seasoned, experienced sessional instructors, but at the same time, ask for the right to appoint inexperienced persons with often lower qualifications from Unit 1 to deliver course directorships.
28. Ensuring equity principles and equitable distribution are important principles to ensure equity and fairness in the assignment of ticketed appointments.

Major Issues: Unit 2

Employment Stability and Job Security for Contract Faculty

29. The issue of employment stability for contract faculty is of paramount importance.
30. At the bargaining meeting between the parties on November 6, 2017, the Union specifically identified job security and employment stability as priorities for the members of Unit 2. The Union's presentation on job security is contained in the Appendices to this submission. In brief, the Union identified the need for amendments to address the following:

- the issue of the manipulation and inflation of posted qualifications for Unit 2 positions depriving existing Unit 2 members of future employment opportunities
- Extending the length of "incumbency" protection to ensure that experienced Unit 2 members can continue to teach courses they have experience teaching
- The "conversion" or "affirmative action" program, through which high intensity, long service contract faculty are recommended for probationary tenure-stream appointments, a longstanding feature of the collective agreements between the parties. It has tripartite acceptance and is reflected in provisions in the York University Faculty Association agreement.
- The "LSTA" (Long Service Teaching Appointment) program, initially established on the recommendation of mediator Kevin Burkett following the 2008/09 strike to provide for renewable multi-year appointments for experienced Unit 2 members
- The revival of the "Special Renewable Contract" program, a program which had existed in the Collective Agreement between 2000 and 2005 to provide employment security to particularly high-seniority Unit 2 members by providing for a limited number of renewable contractually limited appointments to full-time faculty. The SRC program is also already enshrined in the York University Faculty Association collective agreement.
- Amendments to the Continuing Sessional Standing Program ("CSSP"). This program, first bargained in 2015, was designed

to provide early posting of courses and provide more stability for participating members, including mid and low-service members. However, the CSSP did not, in the Union's view, provide the degree of stability hoped for. The Union proposed amendments to this program, including a minimum guaranteed appointment, greater disincentives to hiring units which fail to participate in the program, and enhanced financial payments to members of the program where the guarantee was not met. The Union also sought to ensure that long service members of the bargaining unit were not displaced from opportunities by lower service members of the CSSP, by making the "long-service override" provisions of Article 12.04.1 applicable.

31. These proposals to increase the job security of existing members were of extraordinary importance to the Union in bargaining, and had been identified by the Union's membership as priority issues. As the Union noted in its November 6 proposal document,

"Let's be clear. Unit 2 members are excellent teachers, academics and scholars. The problem is that York and other universities have shifted from hiring full-time tenured faculty to relying on precarious, contract workers, contract faculty. This needs to change. And there is growing pressure for it to change.

Our members do an excellent job teaching York students. But they do so under conditions that are extremely trying, difficult and stressful. We do not receive sufficient support, resources or respect. Our contributions to York are neither sufficiently recognized nor appreciated. Our members are asking for respect, job security and employment stability.

Now is the time to address the problem of precarious academic labour.”

Union presentation regarding employment stability and job security for contract faculty, tab 10

32. The issue of job security and employment stability for contract academic staff is a serious issue for the University, if one is to accept public statements made by the University regarding this issue at face value. In its 2015 – 2020 Academic Plan, the University claimed that:

“Success depends on maximizing the resources available in support of the core academic priorities of teaching and learning, and scholarly, research and related creative activities especially given the challenges that York, together with all Ontario universities face with per student funding that is the lowest in the country. *Central to those efforts is increasing the full-time faculty complement (including supporting efforts to improve the conversion of contractual appointments to the tenure-stream) and improving student / faculty ratios.*”

York University Academic Plan 2015 – 2020, 2016, page 5 tab 11

33. In the same Academic Plan, the University specifically recognized

“the imperative of addressing the significant reliance on contract labour in the postsecondary education sector, including maintaining as a priority increasing the full-time faculty complement *and seeking opportunities to support contract faculty colleagues*”.

**York University Academic Plan 2015 – 2020, 2016, tab 11,
page 7**

34. It is indeed an imperative. York's reliance on contract faculty in relation to permanent faculty is rising and has risen dramatically. The Higher Education Quality Council of Ontario has reported that between 2000 and 2013, the number of course directorships at York assigned to sessional faculty rose by 135%, far exceeding the growth in student enrollment over the same time period. Over the same period of time, there was only a 20% growth in permanent faculty.

"The "Other" University Teachers: Non-full-time Instructors at Ontario Universities", Higher Education Quality Council of Ontario, Field, Jones, Stephenson & Khoyetsyan, 2014; tab 12, pages 26 through 30

35. There over 900 contract faculty employed in Unit 2. There are currently 208 members of Unit 2 in the "Affirmative Action" pool, making them eligible for conversion. Fully 41 of those have more than 15 years of service in the pool. Of those, twenty persons have 30 or more years of service with the Employer. Contract faculty are a backbone of the University's operation.

Members of Affirmative Action Pool including years of service, tab 13

Affirmative Action Pool members with more than 15 years of in the Pool, tab 14

36. In these circumstances, a negotiated solution to the issue of employment security and stability for contract faculty is of critical importance.

37. The Employer's response to the job security and employment stability issue has been a major roadblock in this round of bargaining. After a legal strike in 2015, the Parties agreed to 8 conversion recommendations

per year – 24 over the life of the agreement. The Employer entered this round of bargaining with a proposal of only 1 conversion recommendation per year, the lowest number in 20 years. This proposal was a dramatic concessionary demand from the previous 8 per year. The Employer’s March 1, 2018 offer proposed 2 conversion recommendations per year, still a dramatic concessionary proposal.

38. The second aspect of the Employer’s job security response was a version of the Special Renewable Contract program which required significant changes to the York University Faculty Agreement and which has been rejected by the YUFA as unacceptable. The Employer’s SRC proposal had no chance of succeeding, for reasons outside the control of both bargaining parties.

**York University Faculty Association Collective Agreement,
Article 12, tab 15**

**Statements by York University Faculty Association
regarding Special Renewable Contracts, tab 16, 17, and 18**

39. With respect to Long Service Teaching Appointments, the Union seeks to increase the length of such appointments to 5 years. The Employer seeks to introduce an element of discretion by proposing “3 to 5 years” with no explanation of how the discretion would be exercised.

40. The Employer has rejected any attempt to discuss the Union’s concerns about “qualification inflation” or extension of incumbency protection. These are very significant issues. Excellent long-service sessional faculty members are seeing their employment security eroded by postings which require qualifications that are unnecessary for the courses being delivered. This erodes the value of their seniority rights. Further, it means appointing persons who (while formally qualified) may lack the extensive teaching experience of existing Unit 2 members in the delivery of course material to

undergraduate students. Longstanding sessional faculty members have seen Course Director opportunities evaporate because of this, and they are increasingly relegated to Tutor positions at significantly lower rates.

41. The Employer has consistently taken the position that it cannot and will not agree to the Union's core job security demands and has held closely to its concessionary approach. However, the main problem is a deeper one. The Employer has simply, from the Union's viewpoint, not engaged these issues in a meaningful way with the Union. Its repeated refrain, instead, has been to have these difficult polycentric issues decided in interest arbitration rather than attempt to reach a negotiated settlement.

Additional Unit 2 documents

Ontario Confederation of University Faculty Associations, "Time for Renewal, Investing in the future of Ontario's universities, January 2018, tab 19

De La Cour, Lykke, "To Convert or Not To Convert", discussion paper, tab 20

Conversions current to March 20, 2018 tab 21

Submission regarding Conversions from Bargaining Unit 2 member Kevin Reynolds, tab 22

Submissions regarding Special Renewable Contracts from Bargaining Unit 2 member Brenda McComb, tab 23

Unit 3 – Graduate Assistants – Existence of the Bargaining Unit

42. The issues arising from Bargaining Unit 3 (Graduate Assistants) are particularly difficult, and relate directly to the viability of that bargaining unit and the core employment of Graduate Assistants.

43. Unit 3 was certified in December of 1999. Since that time the union has bargained several renewal collective agreements leading up to the 2014 – 2017 collective agreement.

44. The bargaining unit has typically had several hundred members, made up of graduate students (primarily Master's degree students) who are employed in administrative, clerical and research work, also referred to as "Graduate Assistants". Wages and benefits generated by Graduate Assistantships have formed a standard part of the financial support for graduate students for many years. In addition, these students gained the protection of collective agreement provisions prohibiting harassment and discrimination, health benefits and clear terms about their working conditions including hours of work.

45. In September of 2016, the University unilaterally introduced a new student funding model. Under that funding model, Masters' students would be provided student funding regardless of whether or not they were employed as a Graduate Assistant, and the number of Graduate Assistantships available was reduced catastrophically, reducing the complement of employees in the bargaining unit by factor of 10, from over 700 to approximately 70.

46. Outside the bargaining unit, funded students have no collective agreement protection nor do they have the health care benefits provided by the Collective agreement. Nor do they have any protection from changes in the amount of funding provided, or protection from clawbacks or offsets. By contrast, in the bargaining unit, these students, employed as Graduate Assistants, enjoyed a stipulated wage, predictable and regular payment of wages, benefits under the collective agreement, and

the protections against clawback and offset that a unionized employment relationship can provide.

47. The unilateral introduction of the change in funding is the subject of an outstanding application pursuant to section 96 of the *Ontario Labour Relations Act* alleging a breach of sections 70, 72 and 76 of the *Act*.

CUPE application under section 96 of the OLRA, tab 24

48. In bargaining for the renewal agreement, the Union's proposals initially sought to guarantee at least 700 Graduate Assistant positions in the bargaining unit. This was an unsurprising proposal given the Employer's prior unilateral wholesale reduction of bargaining unit positions in 2016.

Tab 1 (b), Union's proposals, October 16, 2017, proposal #48

49. However, prior to the commencement of the strike, the Union significantly modified its proposals, seeking instead guaranteed offers of Graduate Assistantships with Principal Investigators - in effect an option for incoming students to accept Graduate Assistantships rather than a stipulated minimum. This was a significant change and reduction from the Union's earlier position. The purpose was to protect at least the opportunity for incoming graduate students to be employed as Graduate Assistants and have the benefit and protection of a unionized employment relationship.

CUPE Bargaining Proposal Package as of April 16, tab 8, proposal #48

50. The Employer did not see the Union's movement as a significant step forward to reaching a negotiated settlement. Instead, the Employer characterized the Union's revised position as illegal or improper demands "outside the scope of the bargaining unit". The Union disputes this

characterization, of course. Rather than lead to a productive discussion of the issue, the Employer's inflammatory position became a distraction, reducing rather than enhancing the possibility of constructive dialogue. The Employer, in the Union's view, has simply not constructively engaged the question of providing employment as Graduate Assistants to incoming graduate students.

March 13, 2018, Employer's "path forward" document, tab 25

The Employer's insistent preference for an arbitrated rather than a bargained solution

"Arbitration risks handing over the future of the institution, and the definition of a new contract for faculty, to a third party who cannot possibly appreciate the subtleties and complexities of a university such as York. University administrators and faculty must determine an effective contract and its budgetary implications through collective bargaining. Engaging in arbitration on these issues is tantamount to allowing an outsider who has no continuing interest in, or commitment to, the University to have the authority to decide academic priorities for the institution. The arbitrator, unlike faculty and administration, is not accountable for making his or her decision work. Arbitrators do not have to find the money to meet the costs of their judgements, nor must they live with the impact of their decisions."

York University, 1997, reacting to the proposal of binding arbitration by the York University Faculty Association

51. From the outset of the current bargaining round, the Employer has been clear regarding its preference for interest arbitration rather than actual collective bargaining on major issues. As early as the first introductory meeting between the parties on August 29, 2017, the University advanced its proposal that outstanding issues go to interest arbitration. This was

reinforced in nearly every written proposal of the Employer, including their first written proposal dated October 16, 2017.

52. Between commencement of bargaining and the commencement of the legal strike on March 5, 2018 the Employer continued to point to interest arbitration as its solution for outstanding issues. This general plea for interest arbitration was briefly supplanted by a more focused proposal for interest arbitration only on certain outstanding proposals in respect of Units 1 and 2 (certain job security proposals for Unit 2; "ticketed appointments" language for unit 1) conditional on the Union's agreement to the Employer's demands on all other outstanding issues.
53. Of particular note is the Employer's continued proposal for this more focused interest arbitration – characterized in its offers as a "fail-safe option" in the offers transmitted to the Ministry of Labour for determination in the supervised vote ordered by the Minister and conducted between April 6 and 9, 2018. Even those offers purported to contain a restricted interest arbitration proposal, although on the face of the offers, that restricted proposal had already expired March 28, 2018 prior to the offers being voted on.
54. Following the rejection of its offers by the overwhelming numbers of CUPE 3903 members in the supervised vote, the Employer reverted to an offer of interest arbitration on all outstanding issues, sent to the Union in a letter then posted on the Employer's Labour Update web page.

Letter from Rhonda Lenton to Devin Lefebvre, April 10 2018, tab 26

55. With the commencement of the strike on March 5, 2018, any appearance of willingness to bargain on the part of the Employer evaporated. Since the commencement of the strike on March 5, the Union, through both public and private correspondence, repeatedly asked the Employer to return to the table to bargain and bring a conclusion to the strike.

Letters from CUPE 3903 Chairperson Devin Lefebvre to Rhonda Lenton dated March 13 and March 15, 2018, tabs 27 and 28

56. The Employer agreed to return to the bargaining table only briefly on March 20, 2018 at which the only progress was to sign off language on a minor item already agreed to in principle prior to the commencement of the strike.

57. Correspondence between the Parties between April 11 and 14 2018 underscores the Employer's preference for interest arbitration rather than engage in further negotiations to reach a collective agreement.

Correspondence between Devin Lefebvre, Chair of CUPE Local 3903 and Rhonda Lenton, April 11 and 14, tabs 29, 30 and 31

58. Only the appointment of the Commission on April 13, 2018 brought the Employer back to the table where, in two days of mediation, no progress was made regarding any core demands. Those two days of mediation resulted in two more articles being signed off with the assistance of the Commission acting as a mediator. The Union presented revised proposals for Unit 2 job security issues, which the Employer refused to discuss.

59. This behavior reflects a repeat of precisely the pattern exhibited by the Employer during the lengthy labour dispute in 2008/09 which ended in a

decision by the Government of Ontario to legislate a return to work and which is commented on in the report of the Committee on Freedom of Association of the United Nations International Labour Office. That 2011 report sharply criticized the Government's intervention, and noted,

As a general rule, the Committee recalls that it is important that both employers and trade unions bargain in good faith and make every effort to reach an agreement; moreover genuine and constructive negotiations are a necessary component to establish and maintain a relationship of confidence between the parties. It further recalls that the principle that both employers and trade unions should negotiate in good faith and make efforts to reach an agreement means that any unjustified delay in the holding of negotiations should be avoided [see **Digest**, op. cit., paras 935 and 937].

360th report of the Committee on Freedom of Association, International Labour Office, 311th session, Geneva, June 2011 case #2803, pages 89 – 96, tab 32

60. The Employer's initial and continued insistence on interest arbitration to resolve the outstanding issues between the Parties is particularly unfortunate in the context of this labour dispute. The largest, most difficult set of issues facing the Parties is the question of the job security for the contract sessional workforce members of Bargaining Unit 2. This is a multifaceted problem, engaging multiple institutional and educational interests. It is a set of problems requiring complex and creative solutions, for which interest arbitration is particularly unsuited:

"Interest arbitration is, however, a blunt and conservative instrument. Solutions to complex problems are not easily achieved and breakthrough bargaining is unsuited to it."

Adams, George, "The Ontario Experience with Interest Arbitration: Problems in Detecting Policy", Relations

industrielles/Industrial Relations, vol. 36 no. 1, 1981, p. 225 – 250 at p. 250, tab 33

61. Interest arbitration is also commonly understood to create a chilling effect during the bargaining process – a party intending to have a matter determined in interest arbitration will be unwilling to engage in the collective bargaining required to reach decisions on difficult matters, preferring to have the issue determined by the arbitrator [Ponak and Falkenberg, “Resolution of Interest Disputes” in A. Sethi, ed., *Collective Bargaining in Canada* (Scarborough, Ont. Nelson, 1989 260)].

Ponak and Falkenberg, “Resolution of Interest Disputes” in A. Sethi, Ed., *Collective Bargaining in Canada* (Scarborough, Ont., Nelson, 1989) p. 260 (excerpt), tab 34

62. Complicated job security proposals require detailed and nuanced discussions between these Parties on the institutional principles and academic goals as well as the needs of the Union members as educators, and in some cases, as students themselves.

63. The Union has repeatedly resisted interest arbitration as a solution to this dispute. It has repeatedly asserted its readiness to bargain on the complex issues that divide the Parties. To the Union, it appears the Employer has merely repeated the pattern of 2008: avoid real collective bargaining on the difficult substantive issues until the situation has reached a crisis point, and then rely on intervention by the Provincial Government and interest arbitration to solve the crisis.

64. Once again, as it has throughout this round of negotiations, the Union asserts that interest arbitration is not the solution. The solution lies in a bargained outcome of which both Parties take ownership.

Conclusion

65. The Union believes that the way to reach collective agreements with the Employer is through collective bargaining. The Union believes this can be achieved. The Union asks the Commission to reach the same conclusion, and to make recommendations that will result in real discussion of the issues between the Parties. The Union asks the Commission to therefore recommend that the Minister direct the Employer to return to the bargaining table and to bargain with the Union in good faith to reach freely negotiated collective agreements.