



COLLEGE
EMPLOYER
COUNCIL

CONSEIL DES
EMPLOYEURS
DES COLLÈGES



Part-Time & Sessional Academic Bargaining 2026 Non-Monetary College Proposal – M1

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)

August 19, 2026

RECOGNITION - Numbering to be determined

- X.1** The Union is recognized as the exclusive bargaining agent for:
- (i) teachers who teach for six hours or less per week;
 - (ii) counsellors or librarians employed on a part time basis; and
 - (iii) teachers, counsellors or librarians who are appointed for one or more sessions and who are employed for not more than 12 months in any 24-month period.
- X.2** This agreement does not apply to,
- (i) chairs, department heads or directors;
 - (ii) persons above the rank of chair, department head or director;
 - (iii) other persons employed in a managerial or confidential capacity within the meaning of section 5 of the Schedule to the *Colleges Collective Bargaining Act*;
 - (iv) a person who is a member of the architectural, dental, engineering, legal or medical profession, entitled to practise in Ontario and employed in a professional capacity;
 - (v) a person employed outside Ontario;
 - (vi) persons covered by the Memorandum of Agreements with the Ontario Public Service Employees Union in the full-time support staff, part-time support staff, and full-time academic employees bargaining units;
- X.3** This Agreement is binding on the parties hereto and the employees as defined in [Article X.1].

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

RELATIONSHIP - Numbering to be determined

- X.1** Part-Time and Sessional employees will be provided a link to an electronic copy of the Collective Agreement (also referred to as Agreement) on the first occasion they are employed in this bargaining unit.
- X.2** The Colleges and the Union agree that there will be no intimidation, discrimination, interference restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union or because of an employee's filing or not filing a grievance.
- X.3** The Union further agrees that there will be no solicitation for membership, collection of dues, Union Executive or membership meetings or other Union activities on the College premises.
- X.4 A** The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination or harassment against any employee by the Union or the Colleges, by reason of race ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.
- X.4 B** It is understood that nothing contained in **X.4 A** limits the right of an employee to grieve in accordance with the procedure set out in **Article X**, Complaints/Grievances.
- X.5 A** The parties acknowledge the traditional territories upon which each College is located and recognize the legacy and longstanding relationship that Indigenous peoples have with these territories throughout the province. The parties recognize a shared commitment to removing barriers to employment for Indigenous peoples.
- X.5 B** The parties agree that the learning experience is enhanced when the workplace environment reflects the communities it serves. The parties are committed to promoting a workplace of diversity, equity and inclusivity to enhance the workplace in an effective and meaningful way.

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NO STRIKE AND NO LOCK-OUT - Numbering to be determined

- X.1** The Union agrees there shall be no strike and the CEC agrees there shall be no lock-out during the life of this Agreement; "strike" and "lock-out" being as defined in the *Colleges Collective Bargaining Act, 2008*, as amended.

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MANAGEMENT FUNCTIONS - Numbering to be determined

X.1 It is the exclusive function of the Colleges to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, transfer, classify, assign, appoint, promote, demote, lay off, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance in the manner and to the extent provided in this Agreement;
- (iii) manage the College and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, locations and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment, or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

X.2 The Colleges agree that these functions will be exercised in a manner consistent with the provisions of this Agreement.

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HEALTH & SAFETY - Numbering to be determined

- X.1** All employees shall be covered under the *Workplace Safety and Insurance Act*.
- X.2** The College will take all precautions reasonable in the circumstances to ensure conditions of safety and health in the employees' work areas in the College by conforming with the provisions of the *Occupational Health and Safety Act* and Regulations.
- X.3** Where the employee in the performance of duties uses safety equipment as required under the *Occupational Health and Safety Act* of Ontario, the College shall provide such equipment to the employee at no cost. Specific eligibility problems shall be resolved by the Joint Occupational Health and Safety Committee.
- X.4** All employees covered by this Agreement have a right to be free from workplace harassment, workplace sexual harassment, and workplace violence in accordance with the provisions of the *Occupational Health and Safety Act* of Ontario.

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COMPLAINTS/GRIEVANCES - Numbering to be determined

X.1 Definitions

- X.1.1** For the purpose of this Article, reference to "day" means a calendar day.
- X.1.2** "Union" means the Ontario Public Service Employees Union.
- X.1.3** "Grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement.

X.2 General Conditions

- X.2.1** If the grievor fails to act within the time limits set out under the Grievance Procedure or Mediation/Arbitration Procedure, the grievance will be considered abandoned.
- X.2.2** If an official fails to reply to a grievance within the time limits set out, the grievor may submit the grievance to the next stage.
- X.2.3** The time limits imposed upon either party may be extended by mutual agreement. The time limits set out under the Grievance Procedure or Arbitration Procedure shall be calculated by excluding the period from Christmas Day to New Year's Day inclusive.
- X.2.4** The Union acknowledges that employees have their regular duties to perform and they will not absent themselves to attend meetings under this Article without first obtaining permission from their immediate supervisor and reporting to their immediate supervisor upon return to their regular duties. In keeping with this understanding, permission to attend such meetings shall not be unreasonably withheld consistent with College operating requirements.
- X.2.5** The College and the Union shall each pay one-half the remuneration and expenses of the Mediator/Arbitrator.

X.3 Grievance Procedure

- X.3.1** It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within twenty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor

an opportunity of adjusting the complaint. The discussion shall be between the employee and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the employee.

X.3.2 Failing settlement of the complaint, a complaint shall be taken up as a grievance (if it falls within the definition of a grievance under X.1.3) in the following manner and sequence provided it is presented within seven days of the immediate supervisor's reply to the complaint.

X.3.3 An employee shall present a signed grievance in writing to the Senior Human Resources Officer or their designee setting forth the nature of the grievance, the surrounding circumstances and the remedy sought and shall be sufficiently specific to identify the alleged violation(s) of the Agreement. The Senior Human Resources Officer or their designee shall arrange a meeting within fifteen days of the receipt of the grievance at which the employee and a Union Steward shall be present. The Senior Human Resources Officer or their designee may have such persons or counsel attend as the College President or their designee deems necessary.

An employee who identifies as Indigenous shall be able to bring an Indigenous Elder/Traditional Knowledge Keeper to the grievance meeting as an advisor and/or support person for the employee.

X.3.4 The Senior Human Resources Officer or their designee shall give the grievor and a Union Steward designated by the Union Local a decision in writing containing reasons supporting the decision within fifteen days following the meeting.

X.3.5 In the event that more than one employee is directly affected by one specific incident and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the Senior Human Resources Officer or their designee within twenty days following the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage. Two grievors of the group shall be entitled to be present at the Grievance Meeting stage unless otherwise mutually agreed.

X.3.6 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 Senior Human Resources Officer or their designee, within forty 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 **Article X.3.3**.

X.3.7 The College shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by the Senior Human Resources Officer or their designee, to the Union at the College concerned with a copy to the Union Grievance Officer within forty days following the occurrence or origination of the circumstances giving rise to the grievance, commencing at the grievance meeting stage of the Grievance Procedure detailed in **Article X.3.3**. The Union shall give the College its written reply to the grievance in fifteen days following the meeting.

Failing settlement, such grievance may be referred to arbitration within 20 days of the date the College received the Union's reply.

X.4 Mediation/Arbitration Procedure

X.4.1 In the event any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing grievance procedure, the matter shall then, by notice in writing given to the other party within ten days of the date of receipt by the grievor of the decision of the College's Official, be referred to mediation/arbitration as provided.

X.4.2 The College and the Local Union shall attempt to select by agreement a Mediator/Arbitrator. If they are unable to agree within a period of fifteen days, either party may apply to the Minister of Labour to appoint the mediator/arbitrator.

X.4.3 The Mediator/Arbitrator shall endeavour to assist the College and the Local Union to settle the grievance by mediation. If the College and the Local Union are unable to settle the grievance by mediation, the Mediator/Arbitrator shall determine the grievance by arbitration.

- X.4.4** The Mediator/Arbitrator shall have those powers set out in the *Colleges Collective Bargaining Act, 2008*, except that Section 14(16) of the *Colleges Collective Bargaining Act, 2008* shall not apply.
- X.4.5** The Mediator/Arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Agreement nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for grievance under this Agreement.
- X.4.6** The Mediator/Arbitrator may dispose of a grievance without further notice to any person who is notified of the hearing and fails to appear.
- X.4.7** The finding of the Mediator/Arbitrator as to the facts and as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement, shall be final and binding upon all parties concerned including the employee(s) and the College.
- X.4.8** No person shall be appointed as a Mediator/Arbitrator who is, or was within six months prior to their appointment an employee or is or has within six months prior to their appointment, acted as solicitor, counsel, advisor, agent or representative of either of the parties or the College concerned.

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

DURATION - Numbering to be determined

- X.1** This Agreement shall take effect commencing on [START DATE] and shall have no retroactive effect or application, and shall continue in full force and effect until [END DATE], and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of ninety days before the agreement expires that it desires to amend this Agreement.
- X.2** Negotiations shall begin within thirty days following notification for amendment as provided in [X.1].

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