Document U-10
October 28, 2026

UNION PROPOSALS

FOR CREATION OF THE COLLECTIVE AGREEMENT

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Part-Time and Sessional Staff

(the “Union”)

And

The College Employer Council

The “Employer”

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.

Article XX GRIEVANCE AND ARBITRATION PROCEDURES

Grievance Procedure

Complaints

XX.01 A It is the mutual desire of the parties that complaints from employees be resolved as quickly as possible. It is understood that if an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within sixty (60) 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 to resolve the complaint. The discussion shall be between the employee and their immediate supervisor, unless they mutually agree to have other persons in attendance. The immediate supervisor's response to the complaint shall be provided in writing within seven (7) days after discussion with the employee has occurred.

XX.01 B In cases where the subject of the complaint is related to the employee's immediate supervisor or another individual in a supervisory role, the employee shall file the complaint with that individual's immediate supervisor.

XX.01 C Upon receipt of a complaint, the immediate supervisor shall notify the employee that they are entitled to union representation at any point within the procedures outlined within this Article.

Grievances

XX.02 A Failing resolution of a complaint, it shall be taken up as a grievance (if it falls within the definition under XX.09 C) in the following manner and sequence provided it is presented within thirty (30) days of the immediate supervisor's response to the complaint.

Grievance Meeting

XX.02 B An employee shall present a signed grievance in writing to the College President or their designee setting forth the nature of the grievance, the surrounding circumstances, and the remedy sought. The College President or their designee shall arrange a meeting within ten (10) days of the receipt of the grievance at which the employee, a Union Steward, and an additional representative designated by the Union Local shall be present if requested by the employee, the Union Local, or the College. The College President 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 any stage of the Grievance Procedure as an advisor and/or support person for the employee. Employees belonging to any equity-deserving groups, as laid out in Article 2, Employment Equity, shall be able to bring a support person to any stage of the Grievance Procedure.

A support person is defined as an individual selected by the employee whose presence assists the employee in participating more effectively, due to disability, communication needs, language, cultural considerations, trauma, and/or other equity-related barriers.

Response

XX.02 C The College President or their designee shall give the grievor and the Union Steward designated by the Union Local a decision in writing containing reasons supporting their decision within ten (10) days following the Grievance Meeting.

Arbitration Procedure

XX.03 A In the event that 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 may then be referred to arbitration, by notice in writing, given to the College President or their designee within sixty (60) days of the date of receipt by the grievor of the grievance decision of the College official.

XX.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 XX, 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 a list to be determined.

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, by mutual agreement, add further names to the list. 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 (10) days of the appointment of the Chair and forthwith notify the other party and the Chair.

XX.03 C No person shall be appointed as an arbitrator who is or was, within six (6) months prior to such appointment, an employee of the college, or is or has, within six (6) months prior to such appointment, acted as solicitor, counsel, advisor, agent, or representative of either of the parties, or any College. Any Chair who declines to act on three (3) consecutive occasions shall be removed from the panel and a replacement shall be promptly selected by mutual agreement of the parties.

XX.03 D The finding of an arbitration (or the majority of the arbitration board) 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. An arbitrator/arbitration board shall send the decision to the CEC and OPSEU/SEFPO Head Office at the same time it is released to the parties.

XX.03 E The arbitrator/arbitration board 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.

XX.03 F The College and the Union shall each pay one-half (½) the remuneration and expenses of the arbitrator and where applicable, shall each pay the remuneration and expenses of their nominee.

General

XX.04 A If a designated College official fails to reply to a grievance within the time limits set out, the grievor may process the grievance to the next stage.

XX.04 B The time limits at any stage may be extended by mutual agreement.

XX.04 C 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.

XX.04 D At any meeting under the Grievance Procedure, the employee may be represented by a Union Steward if the employee desires such assistance.

XX.04 E Where the arbitrator/arbitration board determines that a disciplinary penalty or discharge is excessive, it may substitute such other penalty for

the discipline or discharge as it considers just and reasonable in all the circumstances.

XX.04 F The College and the Union Local shall each keep the other advised in writing of the names of its respective representatives authorized to act on its behalf under the Grievance Procedure.

Discipline and Dismissal

XX.05 A No employee shall be disciplined and/or dismissed without just cause.

XX.05 B An employee who claims to have been disciplined and/or dismissed without just cause may, within sixty (60) days of the date of receipt of the written notification of the discipline and/or dismissal, present a grievance in writing to the College President, commencing at the Grievance Meeting stage of the Grievance Procedure and the President shall convene a meeting and give the grievor and the Union Steward the President's decision in accordance with the provisions of the Grievance Procedure.

XX.06 If the grievor is not satisfied with the decision of the College President, the grievor may, within sixty (60) days of receipt of the decision of the College President, by notice in writing to the College, refer the matter to arbitration, as provided in this Agreement.

Group Grievance

XX.07 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 Local to the College President or their designee within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage. All employees affected by the incident shall be entitled to be present at the Grievance Meeting stage, to participate in the settlement of any grievances, and any remedy issued by an arbitrator.

Union Grievance

XX.08 The Union or Union Local shall have the right to file a grievance directly with the College based on a difference arising out of the Agreement concerning the interpretation, application, administration, or alleged contravention of the Agreement.

Such grievance shall be submitted in writing by the Union Grievance Officer at OPSEU/SEFPO Head Office or a Union Local to the Director of Human

Resources or as designated by the College, within sixty (60) 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 XX.02.

Definitions

XX.09 A "Day" means a calendar day.

XX.09 B "Union" means the Ontario Public Service Employees Union/Syndicat des employés de la fonction publique de l'Ontario.

XX.09 C "Grievance" means a complaint in writing arising from the interpretation, application, administration, or alleged contravention of this Agreement.

Note: A list of proposed arbitrators will be provided separately.

Article XX EXPEDITED ARBITRATION PROCESS

XX.01 A In the event that a matter has been referred to arbitration, the referring party may indicate in the referral notice that it wishes to utilize the Expedited Arbitration Process contained herein. The other party will respond in writing within five (5) days of receiving the request indicating whether it agrees. If the parties are in agreement, the following process will apply. Failing agreement, the process described in XX.03, Grievance and Arbitration Procedures, shall apply.

XX.01 B

(i) Expedited arbitrations will be heard by a sole arbitrator. The parties at the local level may agree to add persons to the existing list of arbitrators for the purpose of hearing expedited grievances. Such persons shall act only in grievances arising at that College.

(ii) By selecting from the list established in XX.03 B, Grievance and Arbitration Procedures, and any additions agreed to in XX.01 B (i), the Union Local and the College shall attempt to agree on an arbitrator to hear the grievance. Failing agreement within five (5) days, an arbitrator shall be chosen by lot from the list established in XX.03 B, Grievance and Arbitration Procedures, and any additions agreed to in XX.01 B (i).

(iii) The Union Local and the College shall attempt to agree on the number of days to initially be scheduled to hear the matter. Failing agreement, the arbitrator shall schedule two (2) days. If the arbitrator is unable to offer a day to commence the hearing that is acceptable to the Union Local and to the College, and is within four (4) months of the date the request is made, the parties may agree on another arbitrator to hear the grievance under the same conditions, or the parties may agree on a date outside of the four (4) months.

Neither party may refuse more than one (1) tentative arbitration date for the same expedited grievance. Subsequent requests for adjournment will be dealt with by the confirmed arbitrator as appropriate to the circumstances.

XX.01 C The Union Local and the College may agree in writing to have the arbitrator consider more than one grievance at a time and may do so either before or after the arbitrator has been appointed.

XX.02 If the Union Local or the College intends to proceed with any preliminary objections to the jurisdiction of the arbitrator to hear the grievance(s), it must notify the other party of its intentions in writing, no later than seven (7) days before the first day of arbitration, indicating the nature of the preliminary

objection. If no timely notification is received, no preliminary objections to the jurisdiction of the arbitrator may be raised at the hearing. Where preliminary objections have been made, the arbitrator will determine whether it is more expeditious to rule on the objections immediately, reserve their ruling and adjourn the hearing, or reserve on the preliminary objections and proceed to hear evidence on the merits.

XX.03 A Where the onus is on the grieving party to establish a breach, that party shall provide the other party with a written brief stating the facts as it sees them and its position no later than fourteen (14) days prior to the scheduled hearing date.

XX.03 B Where there is a reverse onus, as in any matter of discipline, the College shall provide the Union with a written brief stating the facts as it sees them and its position no later than fourteen (14) days prior to the scheduled hearing date.

XX.03 C No later than seven (7) days prior to the first day of the hearing, the parties are required to provide full disclosure of documents they intend to rely on in the arbitration to all parties involved.

XX.03 D No later than seven (7) days prior to the first day of the hearing, the party responding shall provide to the grieving party a written brief stating the facts as they see them and their position. The failure of the responding party to provide a written brief shall be deemed to be the responding party conceding to the grievance and the only issue at arbitration shall be the determination of the remedy.

XX.04 An arbitrator shall issue a written decision within forty-five (45) days of the hearing being concluded unless an extension is agreed to by the parties. In order to expedite the communication of the decision, the Union Local and the College may jointly agree that the arbitrator render an oral decision, with a written decision and rationale to follow.

XX.05 All other provisions relating to an arbitrator appointed pursuant to XX.03, Grievance and Arbitration Procedures, shall appropriately apply.